

ANNOTATED MINUTES

*Tuesday, March 22, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602*

WORK SESSION

WS-1 Work Session and Request for Policy Direction on Disposition of Tax Foreclosed Properties and Update on Progress in Tax Title.

**BETSY WILLIAMS, JANICE DRUIAN, CECILE PITTS,
LARRY BAXTER, PATRICK JONES AND WAYNE GEORGE
PRESENTATION, DISCUSSION AND RESPONSE TO BOARD
QUESTIONS.**

*Tuesday, March 22, 1994 - 11:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

B-1 Discussion of the Working Draft of a Proposed "Neighborhood Greenspaces Ordinance" in Context of the Tax Title Reorganization. Presented by Commissioner Dan Saltzman.

**COMMISSIONER SALTZMAN, MIKE HOUCK OF URBAN
STREAMS COUNCIL & AUDUBON SOCIETY AND PAT LEE
OF METRO PARKS PRESENTATION, DISCUSSION AND
RESPONSE TO BOARD QUESTIONS.**

*Thursday, March 24, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:34 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED
BY COMMISSIONER KELLEY, THE CONSENT CALENDAR
(ITEMS C-1 THROUGH C-3) WAS UNANIMOUSLY
APPROVED.**

DEPARTMENT OF HEALTH

C-1 Ratification of Amendment #5 to Intergovernmental Agreement Contract 200724 Between Multnomah County and Oregon Health Division, Reflecting an Increase in the Tuberculosis Outreach Program Funding

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER in the Matter of the Execution of Deed D940988 Upon Complete Performance of a Contract to R. Michael Dyer*

ORDER 94-55.

COMMUNITY AND FAMILY SERVICES DIVISION

- C-3 *Ratification of Intergovernmental Agreement Contract 104934 Between Multnomah County, the City of Gresham, the City of Portland and the Housing Authority of Portland, Describing Roles and Responsibilities for Homeless and Special Needs Housing and Services and Allocating Funds*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Presentation of Multnomah County Employee Service Awards for Employees with Five to Thirty Years of Service*

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO MARILYN NAKONIECZNY OF THE DA'S OFFICE; PATRICK HINDS, DEANNE LOGAN, MIKE McBRIDE AND DWIGHT WALLIS OF DES; ZoANN WHITNEY OF DLS; GERALD BITLE AND NORM MONROE OF NOND; AND GLENDA GLASS, LYNNE KRIBS, CHRIS LEWIS, BETTY RICHARDSON, THUY HAI VANDERLINDE AND ROBIN WIGGIN OF DSS. 10 YEAR AWARDS TO JOELLE SELF OF THE DA'S OFFICE; WANDA SNYDER OF DLS; AND KAREN MAYFIELD AND WILLIAM THOMAS OF DSS. 15 YEAR AWARDS TO JOHN HOLMES, GLENN LANTZ AND STEPHEN POULSEN OF DES; AND MARIE BRYSON OF DLS. 20 YEAR AWARDS TO GAYLE COLTON AND KENNETH WYATT OF DES; AND MARY STEWART OF DSS. 25 YEAR AWARDS TO DOUGLAS FISCHER OF DES; AND PAUL BACK OF DSS. 30 YEAR AWARDS TO WILLIAM HALISKI AND DONNA KNUTSON OF DES.

- R-2 *Briefing Update on the Albina Community Plan. Presented by Jo Ann Allen and Commissioner Charlie Hales.*

ITEM R-2 WITHDRAWN. TO BE RESCHEDULED FOR THURSDAY, APRIL 7, 1994.

- R-3 *Budget Modification NOND 14 Requesting Authorization to Reduce Temporary Services by \$6,000 and Transfer \$3,500 to Equipment for a Computer and \$2,500 to Supplies for Related Supplies and Costs, within the Commissioner District 3 Budget*

UPON MOTION OF COMMISSIONER SALTZMAN,

SECONDED BY COMMISSIONER KELLEY, R-3 WAS UNANIMOUSLY APPROVED.

R-4 *RESOLUTION in the Matter of Establishing Procedures to Simplify Appeals in Quasi-Judicial Land Use Cases and Evaluating the Effectiveness of the Procedures After a Trial Period*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. SCOTT PEMBLE EXPLANATION. RESOLUTION 94-56 UNANIMOUSLY APPROVED.

R-5 *Consideration of a RESOLUTION in the Matter of Approving the Consolidated Cable Communications Commission's Proposed Fiscal Year 1994-95 Budget. Presented by Jack Adams and David Olson or Sally Kimsey.*

ITEM R-5 WITHDRAWN. TO BE RESCHEDULED FOR THURSDAY, APRIL 7, 1994.

SHERIFF'S DEPARTMENT

R-6 *Budget Modification MCSO 13 Requesting Approval of the Reclassification of a Sheriff's Operations Administrator to a Corrections Program Administrator, Effective 6/18/92, and the Reclassification of a Data Processing Specialist to a Data Analyst, Effective 3/1/94*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-6 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-7 *Ratification of Intergovernmental Agreement Contract 202124 Between the Regents of the University of Minnesota and Multnomah County, Providing Reimbursement for Conducting a Street Based Study of the Incidence of Tuberculosis Among Individuals Injecting Drugs, for the Period September 30, 1993 through August 31, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. TOM FRONK EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 *Ratification of Intergovernmental Agreement Contract 301534 Between the City of Portland and Multnomah County, Wherein the City Will Install a Traffic Signal at North Marine Drive and North Force Avenue at County Expense, for the Safety and Convenience of the Public Travelling to and From the Portland Exposition Center*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-8 WAS UNANIMOUSLY

APPROVED.

PUBLIC COMMENT

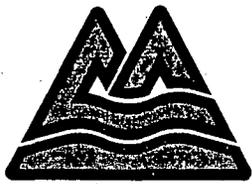
R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 9:54 a.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

March 21, 1994 - March 25, 1994

- Tuesday, March 22, 1994 - 9:30 AM - Work Session Page 2*
- Tuesday, March 22, 1994 - 11:30 AM - Board Briefing Page 2*
- Thursday, March 24, 1994 - 9:30 AM - Regular Meeting Page 2*

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers*
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers*
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers*
- Saturday 12:00 Noon, Channel 21 for East Portland and East County subscribers*

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, March 22, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-1 *Work Session and Request for Policy Direction on Disposition of Tax Foreclosed Properties and Update on Progress in Tax Title. Presented by Betsy Williams. 9:30 AM TIME CERTAIN, 2 HOURS REQUESTED.*
-

Tuesday, March 22, 1994 - 11:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 *Discussion of the Working Draft of a Proposed "Neighborhood Greenspaces Ordinance" in Context of the Tax Title Reorganization. Presented by Commissioner Dan Saltzman. 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.*
-

Thursday, March 24, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 *Ratification of Amendment #5 to Intergovernmental Agreement Contract 200724 Between Multnomah County and Oregon Health Division, Reflecting an Increase in the Tuberculosis Outreach Program Funding*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER in the Matter of the Execution of Deed D940988 Upon Complete Performance of a Contract to R. Michael Dyer*

COMMUNITY AND FAMILY SERVICES DIVISION

- C-3 *Ratification of Intergovernmental Agreement Contract 104934 Between Multnomah County, the City of Gresham, the City of Portland and the Housing Authority of Portland, Describing Roles and Responsibilities for Homeless and Special Needs Housing and Services and Allocating Funds*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Presentation of Multnomah County Employee Service Awards for Employees with Five to Thirty Years of Service*
- R-2 *Briefing Update on the Albina Community Plan. Presented by Jo Ann Allen and Commissioner Charlie Hales. 9:45 AM TIME CERTAIN, 15 MINUTES REQUESTED.*
- R-3 *Budget Modification NOND 14 Requesting Authorization to Reduce Temporary Services by \$6,000 and Transfer \$3,500 to Equipment for a Computer and \$2,500 to Supplies for Related Supplies and Costs, within the Commissioner District 3 Budget*
- R-4 *RESOLUTION in the Matter of Establishing Procedures to Simplify Appeals in Quasi-Judicial Land Use Cases and Evaluating the Effectiveness of the Procedures After a Trial Period*
- R-5 *Consideration of a RESOLUTION in the Matter of Approving the Consolidated Cable Communications Commission's Proposed Fiscal Year 1994-95 Budget. Presented by Jack Adams and David Olson or Sally Kimsey. 20 MINUTES REQUESTED.*

SHERIFF'S DEPARTMENT

- R-6 *Budget Modification MCSO 13 Requesting Approval of the Reclassification of a Sheriff's Operations Administrator to a Corrections Program Administrator, Effective 6/18/92, and the Reclassification of a Data Processing Specialist to a Data Analyst, Effective 3/1/94*

DEPARTMENT OF HEALTH

- R-7 *Ratification of Intergovernmental Agreement Contract 202124 Between the Regents of the University of Minnesota and Multnomah County, Providing Reimbursement for Conducting a Street Based Study of the Incidence of Tuberculosis Among Individuals Injecting Drugs, for the Period September 30, 1993 through August 31, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 *Ratification of Intergovernmental Agreement Contract 301534 Between the City of Portland and Multnomah County, Wherein the City Will Install a Traffic Signal at North Marine Drive and North Force Avenue at County Expense, for the Safety and Convenience of the Public Travelling to and From the Portland Exposition Center*

PUBLIC COMMENT

R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MEETING DATE: MAR 24 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of revision #5 to intergovernmental agreement with Oregon Health Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 3/17/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of revision #5 to intergovernmental agreement with Oregon Health Division. The revision increases funds available for the Health Department's TB Outreach program, and is the sixth statewide revision, but the fifth that affects Multnomah County.

3/30/94 originals to Herman Beame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

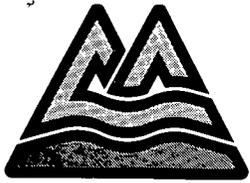
OR

DEPARTMENT MANAGER: Bledsoe

MULTNOMAH COUNTY
OREGON
1994 MAR 15 AM 9:33
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odgaard*
B. Odgaard

REQUESTED PLACEMENT DATE:

DATE: March 1, 1994

SUBJECT: FY' 94 Budget Revision #5 for Grant with Oregon Health Division

- I. Recommendation/Action Requested: The Board is requested to approve this revision of a grant with the Oregon Health Division retroactive to July 1, 1993 to and including June 30, 1994.
- II. Background/Analysis: The changes in revision #5 of the Oregon Health Division grant are initiated by the state and effective upon the Board's ratification. The county received the revision in February 1994, but the state requires that any changes reflect the entire grant period July 1, 1993 to and including June 30, 1994. This is the sixth statewide revision issued by the state, but is the fifth one that impacts Multnomah County. The revision provides additional revenue of \$13,816 for TB Outreach. The total for TB Outreach is increased from \$69,582 to \$83,398.
- III. Financial Impact: Increases program revenues.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.

VIII. Other Government Participation: None.

5594doc



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200724

Amendment # 5

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</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</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>3/24/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract FY 94 grant revision #5 reflecting an increase in program funding.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232
 Phone 731-4029
 Employer ID# or SS# N/A
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 5,229,247
 Total Amount of Previous Amendments \$ 708,231
 Amount of Amendment \$ 13,816
 Total Amount of Agreement \$ 5,243,063

(Carol Allen)
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odgaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 3/2/94
 Date _____
 Date 4 Mar 94
 Date March 24, 1994
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	Various			Various				\$13,816	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

**State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD**

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 2/17/94	This Action REVISION #6
	3) Award Period From 07/01/93 Through 06/30/94	

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		387,200	0	387,200
Family Planning		345,639	0	345,639 (d) (e)
Central Drug Purchasing		598,225	0	598,225 (f)
MCH		362,395	0	362,395 (a)
Perinatal		95,934	0	95,934 (a) (b)
Babies First		71,668	0	71,668 (a) (c)
WIC		1,441,303	0	1,441,303
Breastfeeding Promotion		10,000	0	10,000
WATER		6,000	0	6,000
TB-Case Management		46,854	0	46,854
STD/VD		181,852	0	181,852
AIDS Surveillance		59,440	0	59,440

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- (a) Combined MCH / Perinatal / Babies First is \$ 529,997
- (b) Perinatal must be at least \$95,934 including perinatal outreach of \$11,443
- (c) Babies First! must be at least \$71,668
- (d) Includes community education/outreach of \$33,800 and teen/high risk services of \$14,446
- (e) Excludes Drug Account of \$86,573
- (f) ADMIN 81,134
DRUG RES 19,000
DRUGS 498,091

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 2/17/94	This Action REVISION #6
	3) Award Period From 07/01/93 Through 06/30/94	

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Seroprevalance		116,749	0	116,749
TB Outreach		69,582	13,816	83,398
Substance Abuse Survey		25,831	0	25,831
Perinatal Substance Abuse		263,471	0	263,471 (h)
HIV Care Consortia		119,933	0	119,933
School Based Clinic		100,000	0	100,000 (g)
AIDS - Minority Outreach		99,100	0	99,100
Seropositive Wellness		75,600	0	75,600
Refugee TB		36,962	0	36,962
Childhood Lead Screening		129,996	0	129,996
HIV Block Grant -- Prevention		518,581	0	518,581 (i) (j)
HIV Block Grant -- Client Services		63,932	0	63,932 (j)
TOTAL				

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- (g) \$50,000 Jefferson; \$50,000 Grant
- (h) Includes \$200 for faciliation of Statewide Alliance and \$846 for travel.
- (i) A minimum of \$91,800 will be used for focussed outreach to gay/bisexual men.
- (j) Combined block grant funding for HIV Prevention and Client Services is \$582,513

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD**

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 2/17/94	This Action REVISION #6
3) Award Period From 07/01/93 Through 06/30/94		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
STD-Gonococcal Isolate Surveillance Project		3,000	0	3,000
TOTAL		5,229,247	13,816	5,243,063

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

- HIV/AIDS Prevention Block Grant
- HIV Seropositive Wellness Program (SWP)
- HIV Family of Seroprevalence Surveys
- HIV Surveillance Activities in Multnomah County
- HIV Care Consortia
- AIDS Minority Outreach
- STD Control Program Multnomah and Jackson Counties
- Tuberculosis Outreach
- TB General Case Management and Epidemiology
- Drinking Water Program
- Maternal and Child Health/Perinatal
- Women and Children's Health Data Project
- High Risk Infant Monitoring and Follow-Up
- School Based Health Clinics
- Family Planning
- Rural Oregon Minority Prenatal Project
- Immunization
- Women, Infants and Children Program
- State Support for Public Health

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

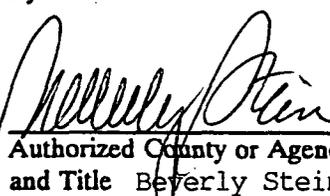
Manager, Community Services

MULTNOMAH COUNTY OREGON
Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division



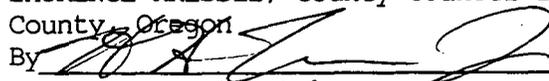
Authorized County or Agency Officer
and Title Beverly Stein, Multnomah County Chair

Date _____

Date March 24, 1994

3/8/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 3/24/94
DEB BOGSTAD
BOARD CLERK

REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah
County, Oregon
By 
Date 4 Mar 94

MEETING DATE: MAR 24 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15754.

Deed D940988 and Board Orders attached.

3/30/94 original & copy to Tax Title

BOARD OF
COUNTY COMMISSIONERS
1994 MAR 15 AM 9:32
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. Dineen* *Betsy H. Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940988 Upon Complete Performance of) ORDER
a Contract to) 94-55
R. MICHAEL DYER)

It appearing that heretofore on April 29, 1993, Multnomah County entered into a contract with R. MICHAEL DYER for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

GARRISON'S SUB
E 1/2 OF LOT 5, BLOCK 9

Dated at Portland, Oregon this 24th day of March, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
John L. DuBay

DEED D940988

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to R. MICHAEL DYER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

GARRISON'S SUB
E 1/2 OF LOT 5, BLOCK 9

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,200.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

11253 SE STEVENS RD #101
PORTLAND OR 97266

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of March, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

BY

John L. DuBay
John L. DuBay

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

BY

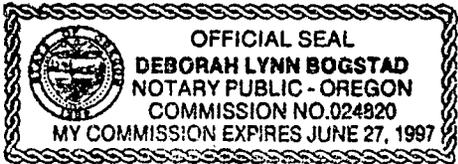
K. A. Tuneberg
K. A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 24th day of March, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: MAR 24 1994

AGENDA NO: C-3

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Four Party Agreement Governing Responsibilities for Housing and Services for Very Low-Income Persons, Particularly Homeless and People with Special Needs

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent calendar/5 minutes

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Community and Family Services Division recommends approval of the revised Four-Party Agreement among the Cities of Portland and Gresham, Multnomah County, and Housing Authority of Portland, for the period upon execution through June 30, 1994.

The agreement describes the roles and responsibilities of each of the parties for planning, evaluation, policy-development, and citizen involvement around the issues of housing and services for very low-income persons, particularly those who are homeless or have special needs. The agreement allocates \$50,000 of Portland funds to the County for planning and citizen involvement, and \$28,000 of County funds to Portland for staffing of the Housing and Community Development Commission.

3/30/94 originals to Cella Truery

This agreement revises the current agreement and provides for annual funding commitments. The funds are included in the Division's FY 1993-94 budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY
OREGON
1994 MAR 15 AM 9:32
COUNTY CLERK'S OFFICE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *SP/RC*

DATE: March 2, 1994

SUBJECT: Four-Party Agreement Concerning Housing and Services for Low
Income/Homeless People

I. Recommendation/Action Requested: The Community and Family Services Division, Community Action Program recommends Board of County Commissioner approval of a four party intergovernmental agreement, for the period upon execution through June 30, 1994.

II. Background/Analysis: The Community and Family Services Division has received an intergovernmental agreement among the Cities of Portland and Gresham, the County, and the Housing Authority of Portland. The agreement voids the current agreement and replaces it with this version.

The agreement describes the roles and responsibilities of the four parties for low income/homeless housing and services planning and evaluation, policy-development, citizen involvement, maintenance of the Comprehensive Housing Affordability Strategy (CHAS), and staffing for the Housing and Community Development Commission (HCDC). Under the agreement, the County is responsible for planning, evaluation, and citizen involvement to improve the community's capacity to meet the service needs of very low-income persons, particularly those who are homeless or have special needs.

III. Financial Impact: Under the agreement, the County receives \$50,000 from the City of Portland for planning, evaluation, and citizen involvement, and contributes \$28,000 to the City of Portland for staffing of the HCDC.

IV. Legal Issues: n/a

V. Controversial Issues: n/a

VI. Link to Current County Policies: County approved a similar four-party agreement last fiscal year. This agreement refines the prior version.

VII. Citizen Participation: The agreement provides for staffing of the Housing and Community Development Commission, Homeless Advisory Committee, and Special Needs Advisory Committee. It funds staff support to assure citizen involvement.

VIII. Other Government Participation: This is a four-party agreement involving the City of Portland, City of Gresham, Housing Authority of Portland, and Multnomah County.

4party94.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104934

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</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</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Approved Multnomah County Agreement</p> <p><input checked="" type="checkbox"/> Approved Multnomah County Revenue Agreement</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>3/24/94</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---	---	--

Department: _____ Division: Community and Family Services Date: 3/2/94

Contract Originator: Cilla Murray Phone: 248-5464 Bldg/Room: B161/2nd Fl

Administrative Contact: Cilla Murray Phone: 248-5464 Bldg/Room: B161/2nd Fl

Description of Contract:
4-Party Agreement describing roles and responsibilities for homeless and special needs housing & services and allocating funds.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>City of Portland, City of Gresham, Housing Authority of Portland, Multnomah County</u></p> <p>Mailing Address: <u>City of Portland BHCD, 808 S.W. 3rd Rm 600, Portland, OR 97402</u></p> <p>Phone: <u>503-823-2381</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>June 30, 1994</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>28,000 expense</u> \$ <u>50,000 revenue</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES: Department Manager: *Lolene Pa/RZ* Date: March 2, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *Matthew O. Ryan* Date: 3/10/94

County Chair/Sheriff: *Barry Stein* Date: March 24, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
01	156	010	1730			2719 Revenue			City of Portland	\$50,000	
		010									

If additional space is needed, attach separate page. Write contract # on top of page.

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY
CITY OF GRESHAM
CITY OF PORTLAND
HOUSING AUTHORITY OF PORTLAND

This agreement is between Multnomah County (COUNTY), the City of Gresham (GRESHAM), the City of Portland (PORTLAND), and the Housing Authority of Portland (HAP) for the cooperation of units of local government under the authority of ORS 191.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

Recitals:

1. By passing the National Affordable Housing Act in 1990, the U.S. Congress required entitlement jurisdictions under the federal Community Development Block Grant program to prepare and adopt Comprehensive Housing Affordability Strategies (CHAS). The CHAS requires local communities to identify five-year and one-year affordable housing goals.
2. In 1991 the COUNTY, PORTLAND, and GRESHAM adopted a single CHAS to set our community's affordable housing goals in a county-wide context.
3. Also in 1991 the COUNTY, PORTLAND and GRESHAM formed a consortium jurisdiction to receive and administer federal HOME Investment Partnership Program funds.
4. In 1992 the COUNTY, PORTLAND, and GRESHAM formally recognized their common interest in affordable housing issues by creating the Countywide Housing and Community Development Commission (HCDC). The HCDC serves as the community's primary policy forum to address affordable housing issues in Multnomah County through policy development, resource coordination, and citizen representation from all three jurisdictions.
5. In 1992 the COUNTY, PORTLAND, and GRESHAM further reinforced our community's interest in a comprehensive approach to affordable housing issues by designating HAP as a countywide public housing authority.
6. In 1992 HAP joined the COUNTY, PORTLAND, and GRESHAM in an intergovernmental agreement (IGA) to facilitate the administration and implementation of the HCDC by coordinating personnel resources.
7. In 1993 the COUNTY, PORTLAND, and GRESHAM, pursuant to a new federal mandate, will adopt a new countywide CHAS. The new CHAS will build on the previous one and will clarify the community's affordable housing goals.
8. In order to improve our community's capacity to meet its affordable housing goals, HAP, COUNTY, PORTLAND and GRESHAM wish to improve the

coordination of personnel resources in support of the HCDC. Support for the HCDC shall include assistance in the preparation of any CHAS updates or other related countywide housing plans.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. **TERMINATION OF PRIOR IGA.** HAP, COUNTY, PORTLAND and GRESHAM mutually agree to terminate the intergovernmental agreement, Contract Number 28139.
2. **ADMINISTRATION AND OPERATION OF THE HCDC.** The parties to this agreement shall facilitate the administration and operation of the HCDC by the following:
 - A. **PORTLAND.** PORTLAND agrees to provide:
 - (1) staff support, as described in Section 2 of Attachment A, to oversee HCDC administration and fiscal management; and
 - (2) funding support as described in Section 4 below.
 - B. **GRESHAM.** GRESHAM agrees to:
 - (1) participate in the preparation of any CHAS updates or other related countywide housing plans;
 - (2) participate in the evaluation of publicly-funded housing and related-service programs linked to housing for low-income residents of Gresham;
 - (3) participate in the development of recommendations for housing policies and program designs for low-income residents of Gresham; and
 - (4) provide funding support as described in Section 4 below.
 - C. **COUNTY.** COUNTY agrees to provide:
 - (1) staff support, as described in Section 3 of Attachment A, for the HCDC in the areas of planning, evaluation and citizen involvement; and
 - (2) funding support as described in Section 4 below.
 - D. **HAP.** HAP agrees to provide staff support, as described in Section 4 of Attachment A, for the HCDC in the areas of policy development and program design.

3. GENERAL CONTRACT PROVISIONS. The General Contract Provisions stated in Attachment B shall apply to this agreement.

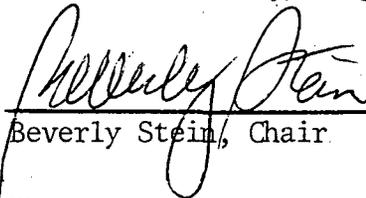
4. FINANCIAL COMMITMENTS OF PARTIES. The parties agree to the following financial commitments:

- A. COUNTY agrees to pay PORTLAND \$28,000 for HCDC administration and fiscal management (as described in Section 2, Subsection A), including but not limited to, the preparation of any CHAS updates or other related countywide housing plans.
- B. GRESHAM agrees to pay PORTLAND \$20,000 for HCDC administration and fiscal management (as described in Section 2, Subsection A), including but not limited to, the preparation of any CHAS updates or other related countywide housing plans.
- C. PORTLAND agrees to pay:
 - (1) HAP \$48,000 for homeless and special needs policy and program design support as described in Section 2, Subsection D.
 - (2) COUNTY \$50,000 for homeless planning, evaluation and citizen involvement support as described in Section 2, Subsection C.

- 5. ATTENDANCE AT REGULAR HCDC STAFF MEETINGS. The parties agree to designate one or more staff persons to attend regular HCDC staff meetings as scheduled by the HCDC Program Manager.
- 6. PERIOD OF THE AGREEMENT. This agreement shall remain in effect through June 30, 1994 and may be renewed pursuant to an agreement of the parties.

Board of County Commissioners
Multnomah County, Oregon

City of Gresham

 3/24/94
Beverly Stein, Chair Date

Gussie McRobert, Mayor Date

Housing Authority of Portland

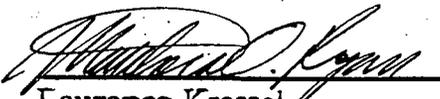
City of Portland

Denny West Date
Executive Director

Gretchen Kafoury Date
Commissioner of Public Affairs

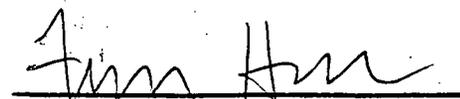
REVIEWED:

APPROVED AS TO FORM:


Laurence Kressel
County Counsel

Thomas Sponsler
Gresham City Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 3/24/94
DEB BOGSTAD
BOARD CLERK


Jeffrey L. Rogers
Portland City Attorney

ATTACHMENT A

1. **APPLICATION OF ATTACHMENT.** This attachment describes the staff support responsibilities of the parties outlined in Section 2 of the IGA.

2. **PORTLAND: HCDC ADMINISTRATION AND FISCAL MANAGEMENT.** PORTLAND agrees to provide a Program Manager (1 FTE) and other staff support to implement HCDC administration and fiscal management. This support will be detailed in a work plan to be agreed to by the Director of Portland's Bureau of Housing and Community Development and the HCDC Chairperson. The work plan shall include the following responsibilities:
 - A. To receive and administer resources from PORTLAND, COUNTY and GRESHAM in support of the HCDC administration and fiscal management;
 - B. Prepare any CHAS updates or other related countywide housing plans;
 - C. To coordinate the various staff activities outlined in this agreement; and
 - D. To provide any other support services as necessary to carry out HCDC administration and fiscal management.

3. **COUNTY: HOMELESS AND SPECIAL NEEDS PLANNING, EVALUATION AND CITIZEN INVOLVEMENT.** COUNTY agrees to provide the following identified services to the HCDC in the areas of planning, evaluation and citizen involvement to improve the community's capacity to meet the service needs of very low-income persons, particularly those who are homeless or have special needs. This support will be detailed in a work plan to be agreed to by COUNTY and HCDC Program Manager. The work plan shall include the following services:
 - A. To assist in the preparation of any CHAS updates or other related countywide strategic plans relevant to homeless and special needs populations;
 - B. To collaborate with HAP in the development of recommendations for housing policies and program design for homeless and special needs populations;
 - C. To assist HCDC in coordinating social service policy and program priorities with CHAS housing strategies and production goals;
 - D. To evaluate publicly-funded service programs linked to housing for homeless and special needs populations;
 - E. To encourage the involvement of citizens, including very low-income persons, in the development of policies related to homeless and special needs populations;

- F. To provide technical and resource development assistance for programs or projects that provide services to homeless and special needs populations, including coordination of grant applications for funding available under the Stewart B. McKinney Homeless Assistance Act, or other state or federal housing service grant programs; and
- G. To provide staff support for the Homeless Advisory Committee (HAC) and the Special Needs Advisory Committee (SNAC). (This provision shall apply to any advisory body or bodies designated by the HCDC to succeed either one or both committees.)

4. HAP: HOMELESS AND SPECIAL NEEDS POLICY AND PROGRAM DESIGN.

HAP agrees to provide staff assistance (approximately 1 FTE) to the HCDC in developing policy and program design to meet the housing needs of very low-income persons, particularly those who are homeless or have special needs. This support will be detailed in a work plan to be agreed to by HAP and the HCDC Program Manager. The work plan shall include the following responsibilities:

- A. To assist in the preparation of any CHAS updates or other related countywide strategic plans relevant to homeless and special needs populations;
- B. To collaborate with Multnomah County and Gresham in the development of recommendations for housing policies and program designs for homeless and special needs populations;
- C. To assist the HCDC in coordinating CHAS housing strategies and production goals with social service policy and program priorities;
- D. To facilitate the cooperation among developers, social service providers and public agencies to initiate programs and projects that meet CHAS production goals for homeless and special needs populations;
- E. To provide technical and resource development assistance for programs or projects that provide housing to homeless and special needs populations, including coordination of grant applications for funding available under the Stewart B. McKinney Homeless Assistance Act, the Oregon Housing Development Fund, or other state or federal housing production grant programs; and
- F. To provide technical assistance for the Homeless Advisory Committee (HAC) and the Special Needs Advisory Committee (SNAC). (This provision will apply to any advisory body designated to succeed either one or both committees.)

ATTACHMENT B

INTRODUCTION: The General Contract Provisions stated in this attachment shall apply to the parties of the IGA. The term "participants" refers to Multnomah County, City of Gresham and the Housing Authority of Portland.

GENERAL CONTRACT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, any Participant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if any Participant shall violate any of the covenants, agreements, or stipulations of this Contract, Portland shall have the right to terminate this Contract by giving written notice to the Participants of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Participants under this Contract shall, at the option of Portland, become the property of Portland and the Participants shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Participant shall not be relieved of liability to Portland for damages sustained by Portland by virtue of any breach of the Contract by the Participant, and Portland may withhold any payments to the Participants for the purpose of setoff until such time as the exact amount of damages due Portland from the Participants is determined.

- B. **TERMINATION FOR CONVENIENCE.** The Parties to this agreement may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by Portland as provided herein, the Participants will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Participants covered by this Contract less payments of compensation previously made.

Portland, on thirty (30) days written notice to the Participants, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **CHANGES.** Participants may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Participants' compensation, shall be incorporated in written amendments to this Contract executed by all Participants. Any change that increases the amount of compensation payable to the Participants must be approved by the parties. Other changes may be approved by the Director of the Bureau of Housing & Community Development.

- D. **NON-DISCRIMINATION.** In carrying out activities under this contact, the Participants shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The Participants shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Participants shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The Participants shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Participants shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** Portland, or its duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Participants which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Participants for three years after Portland makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** The Participants shall maintain records on a current basis to support its billings. Portland or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Participants regarding its billings or its work hereunder. The Participants shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- G. **AUDIT OF PAYMENTS.** Portland, either directly or through a designated representative, may audit the records of the Participants at any time during the 3 year period established by Section G above.
- If an audit discloses that payments to the Participants were in excess of the amount to which the Participants were entitled, then the Participants shall repay the amount of the excess to Portland.
- H. **INDEMNIFICATION.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 9, the Participants shall each be solely responsible for any loss or injury to third parties arising from its own acts

or omissions under this Agreement, and each Participant shall defend, hold harmless and indemnify the other parties to this Agreement with respect to any claims, litigation or liability arising from its own acts or omissions under this Agreement.

- I. **REPORTING REQUIREMENTS.** The Participants shall report on its activities in a format and by such times as prescribed by Portland.
- J. **CONFLICTS OF INTEREST.** No officer or employee of any Participant, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- K. **MONITORING.** Portland, through the Bureau of Housing & Community Development, shall monitor at least once each year that portion of the Participants's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

ORDINANCE NO. **167303**

*Authorize an agreement between the City of Portland, Multnomah County, the City of Gresham and the Housing Authority of Portland for the administration and implementation of the Housing and Community Development Commission and provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. In 1990, the U.S. Congress passed the National Affordable Housing Act to require entitlement jurisdictions under the federal Community Development Block Grant (CDBG) program to adopt a Comprehensive Housing Affordability Strategy (CHAS).
2. In 1991, the City (by substitute Resolution #34918), County and Gresham adopted the 1991 CHAS.
3. In 1991, the City (by Ordinance #164470), County and Gresham formed a consortium jurisdiction for the purpose of receiving and managing federal HOME Investment Partnership Program funding.
4. In 1992, the City (by Ordinance #165302), County and Gresham established the County-wide Housing and Community Development Commission (HCDC) as the primary policy forum for affordable housing policy development, resource coordination, and civic leadership in Multnomah County.
5. In 1992, the City (by substitute Ordinance #165303), County and Gresham established a county-wide public Housing Authority (HAP).
6. In 1992, the City (by Ordinance #165661), County, Gresham and HAP entered into a four-party agreement for administration and implementation of the HCDC.
7. The 93-94 approved City supplemental budget authorized \$25,000 in the HCD funds and (by Resolution #35198) approved \$25,000 in PILOT revenues to participate in the administration and implementation of the HCDC.
8. The City, County, Gresham and HAP now desire to enter into a new four-party agreement to continue the work of the HCDC and terminate the previous intergovernmental agreement (Contract No. 28139)..

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby authorized to enter into an agreement with the County, Gresham, and HAP for administration and implementation of the HCDC substantially in conformance with the agreement attached as Exhibit A.

- b. The Commissioner of Public Affairs and City Auditor are hereby authorized to pay for said agreement from the HCD Fund and General Fund.

Section 2. The Council declares that an emergency exists because the work of the HCDC should continue without interruption; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **JAN 2 6 1994**

Commissioner Gretchen Kafoury
Bob Durston
January 14, 1994

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

SERVICE AWARDS - 1993 - THIRD QUARTER (July, August, September)
ATTENDEES - MARCH 24, 1994

DA'S - Five Year

Marilyn Nakonieczny

DES - Five Year

Patrick Hinds
Deanne Logan
Michael McBride
Dwight Wallis

LIB - Five Year

ZoAnn Whitney

NON-D - Five Year

Gerald Bittle
Norm Monroe

DSS - Five Year

Glenda Glass
Laure Lynne Kribs
Christor Lewis
Bette Richardson
Thuy Hai Vanderlinde
Robin Wiggin

DA's - Ten Year

Joellen Self

LIB - Ten Year

Wanda Snyder

DSS - Ten Year

Karen Mayfield
William Thomas

DES - Fifteen Year

John Holmes
Glenn Lantz
Stephen Poulsen

LIB - Fifteen Year

J. Marie Bryson

DES - Twenty Year

Gayle Colton
Kenneth Wyatt

DSS - Twenty Year

Mary Stewart

DES - Twenty-Five Year

Douglas Fischer

DSS - Twenty-Five Year

Paul Back

DES - Thirty Year

William Haliski
Donna Knutson

Reset to APRIL 7

MEETING DATE: MAR 24 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: BRIEFING- Albina Community Plan

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 3/24/94

Amount of Time Needed: 15 Minutes 9:45 Time Certain

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: Jo Ann Allen TELEPHONE #: X-3963
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Jo Ann Allen, City Commissioner Charlie Hales

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Update on Albina Community Plan, the implementors and upcoming community meeting

1994 MAR 15 AM 9:36
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BUDGET MODIFICATION NO.

NOND #14

(For Clerk's Use) Meeting Date MAR 24 1994
Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

MARCH 24, 1994

(Date)

DEPARTMENT Nondepartmental

DIVISION Commissioner Collier

CONTACT Stuart Farmer

TELEPHONE _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Commissioner Collier or Staff

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

This budget modification requests for \$6,000 for a computer, related supplies, and costs associated with hooking it up to the LAN.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification cuts Temporary Services by \$6,000 and transfers \$3,500 to Equipment for a computer and \$2,500 to Supplies.

This modification does not increase the overall appropriation for Commissioner Collier's Office.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

NA

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAR 16 PM 4:09

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

Department Director

Plan/Budget Analyst

Date

Employee Services

Board Approval

Date

Stuart Farmer 3/16/94
Amy Gray 03/16/94
Deborah C. Bogstedt 3/24/94

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 93/94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
Nond 14	C	100	50	9250			5200	17,672	11,672	(6,000)		Temporary
Nond 14	C	100	50	9250			6230	1,000	3,500	2,500		Supplies
Nond 14	A	100	50	9250			8400	0	3,500	3,500		Equipment
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										0	0	



M E M O R A N D U M

TO: Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

TODAY'S DATE: March 16, 1994

REQUESTED DATE: March 24, 1994

SUBJECT: *BUDGET MODIFICATION*

I. Recommendation / Action Requested:

Approval of a budget modification transferring \$6,000 from the Temporary Personnel Services object code to the Equipment Capital Outlay and Supply object codes to purchase an additional computer and the software and hardware to place all four office computers on the PDX LAN.

II. Background / Analysis:

All three staff assistants currently have personal computers which are stand-alone units. An additional computer for District 3 will allow the Commissioner's office to be connected to the office communication network. It has been demonstrated that more effective communication between offices, as well as internal scheduling, can be achieved by putting all four computers on the PDX LAN.

III. Financial Impact:

This budget modification has no financial impact to the general fund. All expenditures for this office enhancement will come from the current District 3, 93-94 budget.

IV. Legal Issues: No legal implications from the purchase of a new computer.

V. Controversial Issues: None Known

VI. Link to Current County Policies: Not Applicable

VII. Citizen Participation: Not Applicable

VIII. Other Government Participation: Examination of Bud Mod by County Budget Office

Meeting Date: MAR 24 1994

Agenda No.: R-4

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the matter of stipulating "De Novo" as the scope of review for the next five appeals of Hearings Officer/Planning Commission decisions on quasi-judicial land use applications.

BOARD BRIEFING: Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 24, 1994
Amount of Time Needed: 5-10 minutes

DEPARTMENT: Chair's Office **DIVISION:** _____

CONTACT: Sharon Timko **TELEPHONE:** 248-3960
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Larry Kressel, County Counsel

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

See attached staff report.

3/30/94 copies to Sharon Timko, Larry Kressel, John DeBay, Scott Penole and Sharon Cowley, Beverly Stein and Tanya Collier

MULTNOMAH COUNTY
OREGON
1994 MAR 16 PM 4:21
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

To: BOARD OF COUNTY COMMISSIONERS

FROM: R. SCOTT PEMBLE, PLANNING DIRECTOR

TODAY'S DATE: MARCH 14, 1993

REQUESTED PLACEMENT DATE: MARCH 24, 1994 BOARD MEETING

RE: DE NOVO REVIEW TRIAL ON LAND USE APPEALS

I. RECOMMENDATION/ACTION REQUESTED:

Request Board adoption of a resolution stipulating "De Novo" will be the "Scope of Review" for the next five appeals of Hearings Officer/Planning Commission decisions on Quasi-Judicial land use applications.

II. BACKGROUND/ANALYSIS:

Over the last six months the Board has reviewed with staff current practices pertaining land use appeal hearings. At the last briefing on this matter, Board members agreed to a five (5) case trial period, to experiment with hearing all cases De Novo. County Counsel has prepared a resolution to implement this Board request. This resolution is in accord with the Multnomah County Zoning Ordinance .

At the close of the five case, trail De Novo hearing program, the Planning Director assisted by County Counsel will prepare a report evaluating the pros and cons of an all De Novo hearing approach.

III. FINANCIAL IMPACTS:

Some additional cost may be incurred because of the Hearings Officer's extended time commitment at the Board hearing. In the past, when cases were heard "on the record" or "on plus additional testimony", presentations were usually limited to ten (10) minutes per side because discussion was restricted to specific issues. The De Novo hearing, however, allows the replay all arguments and provides each side at least twenty minutes. The actual increase in Hearings Officer cost will vary from case to case, and is dependent upon how the Board chooses to involve the Hearings Officer at the hearing.

IV. LEGAL ISSUES:

The Board must establish within the Zoning Code the procedure for considering appealed decisions. Within the current zoning ordinance, the Board is given three "Scope of Review" options. By means of this resolution, the Board is stipulating the "Scope of Review" option for the next five appeal hearings. This resolution is consistent with the existing Zoning Ordinance language. After the five hearings, unless other Board actions are taken, the "Scope of Review" will need to be set by the Board on a case-by-case basis.

V. CONTROVERSIAL ISSUES:

Some public may view a De Novo hearing as being redundant and providing an applicant a second chance to submit additional evidence in support of their case. This public concern stems from the assumption the applicant should only get one chance and must carry the burden of proof.

VI. LINK TO CURRENT COUNTY POLICIES:

This resolution is consistent with "Scope of Review" provisions in the current zoning code.

VII. CITIZEN PARTICIPATION:

Citizens who have participated in public hearings have been given an opportunity to evaluate the County's hearing process via a post hearing, self-administered, mail-back questionnaire. Survey results reflect a divergence of public opinion concerning the overall quality of the hearing process. The hearing participant survey, however, does not solicit comment about preferences for a particular type of "Scope of Review". The March 24, 1994 Board meeting will be the first opportunity for public to comment on the De Novo trial resolution. As part of the "Post De Novo Trial" report, hearing participants will be asked to comment on the merits of a "De Novo" hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All local governments must provide a quasi judicial process to deliberate land use requests. Several hearing models have been explained by representatives from other local governments in the Portland metropolitan area. If change(s) are to be made to the appeal process after the trial period, Multnomah County Board must amend the Multnomah County Zoning Ordinance in a manner consistent with state and county land use laws..

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of establishing procedures to simplify appeals in quasi-judicial land use cases and evaluating the effectiveness of the procedures after a trial period

RESOLUTION

94-56

WHEREAS, pursuant to state law and the county code, the Board acts as a quasi-judicial body in certain types of land use cases, applying approval criteria to relevant facts; and

WHEREAS, past Boards have narrowed the scope of appeals by limiting or precluding the introduction of new evidence; and

WHEREAS, the Board finds that some of the more technical procedures used in the past, such as limiting the evidence to the record, are difficult to apply consistently, and distract the participants in the process from the underlying land use planning issues in appeals; and

WHEREAS, in the interest of making land use appeals more user-friendly, the Board wishes to open up the process in accord with attachment A to this Resolution; and

WHEREAS, the Zoning Code permits the Board to specify that appeals will be held on a de novo basis as detailed in Attachment A; and

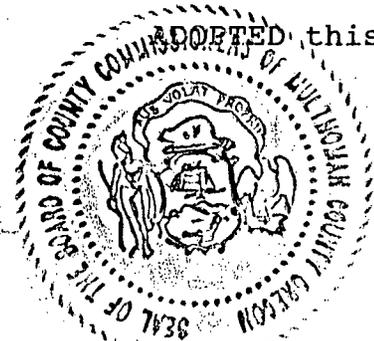
WHEREAS, the procedures in Attachment A may have positive and negative impacts for users of the system; therefore, they should be implemented on a trial basis and then be evaluated.

NOW, THEREFORE, BE IT RESOLVED

1. The first five land use appeals reported to the Board after this Resolution is adopted will be conducted in accord with the procedures set forth in Attachment A to this Resolution;
2. The Planning Director will notify parties to appeals about this change;

03/10/94:1

3. Any appeal reported to the Board before adoption of this Resolution, in which the Board has made a ruling as to the appropriate scope of review but has not yet conducted the hearing on the appeal itself, shall be conducted according to the Board's previous scope of review ruling;
4. The Planning Director shall coordinate an evaluation of the procedures set forth in Attachment A. The evaluation shall be based on input from all user-groups.
5. A report by the Planning director shall be made to the Board after five (5) appeals are completed using the above-mentioned procedures.



ADOPTED this 24th day of March, 1994.

By *Beverly Stein*
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

ATTACHMENT A TO RESOLUTION NO. 94-56

Land Use Appeal Procedures

1. When an appealed decision is reported to the Board, the Board shall set a date and time for the appeal hearing.
2. The scope of review of each appeal shall be de novo, as that term is used in Section 11.15.8270 of the Zoning Code. The record established at the Hearings Officer level, as well as the Officer's Findings and Conclusions, shall be made available to the Board prior to the appeal hearing. The record shall also be available at the hearing itself. However, the parties shall also be permitted to introduce new evidence (i.e. evidence not already in the Record) relevant to the case during the hearing, subject to the time limits set by the Board. Evidence can consist of oral statements, written reports, studies or other documents, photographs, slides and similar material.
3. Order of Presentations: After the presentation by staff and the Hearings Officer (if a Hearings Officer report is requested by the Board), each side shall have 20 minutes to present its case. The appellant shall make the first presentation and may reserve a portion of its time for rebuttal. The Board may extend the time for presentations in appropriate cases.
4. The parties shall be permitted to use their allotted time for any combination of the following:
 - (a) Presentation of relevant evidence;
 - (b) Argument as to whether the Board should affirm,

reverse or modify the Hearings Officer's decision,
based on the relationship between the evidence and
the approval criteria governing the application.

F:\DATA\COUNSEL\WPDATA\NINE\524LK.DOC\mw

MEETING DATE: MAR 24 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Consolidated Cable Communications Commission's
FY 1994-95 Proposed Budget

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 24, 1994

Amount of Time Needed: 20 min

DEPARTMENT: _____ DIVISION: _____

CONTACT: _____ TELEPHONE #: _____
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Jack Adams (CCCC Commissioner) &
David Olson or Sally Kimsey
ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): we request that you consider and approve the Consolidated Cable Communications Commission's Proposed FY 1994-95 Budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sally Kimsey

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
1994 MAR 17 AM 11:38
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Maria Rojo de Steffey, Staff Assistant
FROM: Ching Hay, Budget Specialist *u*
DATE: March 17, 1994
SUBJECT: Consolidated Cable Communications Commission (CCCC)

I have reviewed the 1994-95 Proposed Budget. This budget will be reviewed by Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County and has to be unanimously approved by these jurisdictions for it to be adopted. This budget includes amounts to be budgeted for the Cable Regulatory Office, Mt. Hood Community College Program in Community Television, Portland Cable Access Television and Multnomah Community Television.

The Commission has developed several workload challenges for 1994-95. An interesting idea is the development of a plan for a Public Development Fund worth \$250,000 to encourage public agencies to use the Institutional Network. This source will not be available after 1998. This fund is to be used for video equipment and other capital items. The County might be able to make use of this feature.

A significant change is that due to annexations to Portland, the number of subscribers located in Multnomah County will be reduced from 8,199 to 3,989 on July 1, 1994. The County's contribution to the Cable Regulatory Office will decrease by \$9,126 to \$33,044.

The Cost Allocation on page 12 shows that costs for MCRC are allocated out among the 5 jurisdictions based on the 'number of subscribers' formula. Following that allocation formula, I show that Multnomah County should only pay 14.66% of MCRC's cost or about \$19,979. That is a reduction of an additional \$13,065.

I have spoken to Sally Kimsey of the Cable Office about the cost allocation and also about the franchise revenue, specifically about their allocations to the 5 jurisdictions (excluding Portland). She is looking into it, but at this time, is unable to provide a conclusive answer. I will provide an update when I hear from her, hopefully by Friday, March 18th.

c Dave Warren

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

1120 SW Fifth Ave., #1021
Portland, OR 97204

Phone: (503) 823-5385
Fax: (503) 823-5370

TO: Board of County Commissioners

FROM: Sally L. Kimsey 

TODAY'S DATE: March 4, 1994

RE: Consolidated Cable Communications Commission FY 1994-95 Budget

I. Recommendation/Action Required

The Consolidated Cable Communications Commission presents the enclosed FY 1994-95 budget request for your consideration and recommends approval.

II. Background/Analysis

The budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission. The Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction.

The mission of the Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens.

III. Financial Impact:

Multnomah County's share of expected franchise fees is \$163,785. After a \$33,044 contribution for the operating budget and an estimated payment of \$87,471 to MCTV, approximately \$36,070 will be returned to the County. The Commission used a modified zero-based budget approach in developing the FY 1994-95 budget. The process involved developing a budget at 95% of the current year budget and a series of optional service level increments called "decision packages".

IV. Legal Issues:

The Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1. The Agreement requires the unanimous approval of the jurisdictions. If adopted by the jurisdictions, the budget will become effective July 1, 1994.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation

All budget hearings were open to the public. Additionally, the Commissioners are citizen volunteers representing the interests of their jurisdictions. I would not anticipate citizen testimony at the board meeting.

VIII. Other Government Participation

The Commission is a multi-jurisdictional commission serving the cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County. Each jurisdiction will hold a hearing on this budget.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

1120 SW Fifth Ave., #1021
Portland, OR 97204

Phone: (503) 823-5385
Fax: (503) 823-5370

February 25, 1994

TO: Chair of the Board and Commissioners

FROM: Commissioner Jack Adams and David C. Olson 

RE: Consolidated Cable Communications Commission FY 1994-95 Budget

The Consolidated Cable Communications Commission presents the enclosed FY 1994-95 budget request for your consideration and recommends approval. The budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission. The Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction.

The mission of the Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens.

The Commission used a modified zero-based budget approach in developing the FY 1994-95 budget. The process involved developing a budget at 95% of the current year budget and a series of optional service level increments called "decision packages". The Commission recommends funding of several decision packages including: Paragon Renewal, Financial Analysis for rate regulation, .3 of existing staff position, I-NET Technical Assistance and an efficiency package including a more efficient customer service work-station and a software upgrade.

The Portland Cable Access, Multnomah Community Television and the Program in Community Television Budgets are attached as Appendices. The Portland Cable Access budget is included for informational purposes only.

The Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1. The Multnomah County Commission is scheduled to hear the Commission's budget Thursday, March 24, 1994 at 9:30 a.m. If adopted by the jurisdictions, the budget will become effective July 1, 1994.

I will be presenting the enclosed budget request at your upcoming meeting. Please contact David Olson or me if you have any questions or need further information.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the)
Consolidated Cable Communications) R E S O L U T I O N
Commission Proposed FY 1994-95 Budget)

WHEREAS the mission of the Consolidated Cable Communications Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens; and

WHEREAS the Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1st; and

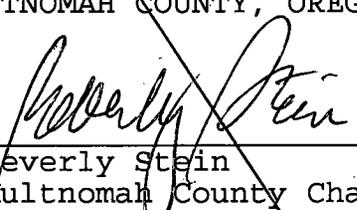
WHEREAS the attached FY 1994-95 Proposed Cable Communications Commission proposed budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission; and

WHEREAS the Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction; and

NOW THEREFORE IT IS RESOLVED that the Consolidated Cable Communications Budget for FY 1994-95 is approved.

MULTNOMAH COUNTY, OREGON

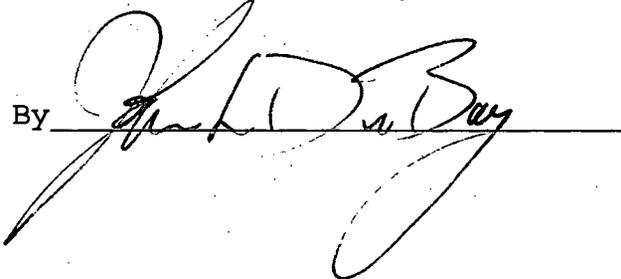
By


Beverly Stein
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By



CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland
Multnomah County

City of Gresham
City of Fairview

City of Troutdale
City of Wood Village

PROPOSED BUDGET
FISCAL YEAR 1994-95

JANUARY 1994

COMMISSIONERS:

Jack Adams
Barbara Rutherford Crest
Larry Micohn
Ken Osuna
J. Dennis Quail
Rose Read
Jan Shearer

David C. Olson, Director

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

FY 94-95 PROPOSED BUDGET

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CONSOLIDATED CABLE COMMUNICATIONS COMMISSION FY 1994-95 BUDGET

Overview

In February of 1993 six jurisdictions - Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County - created the Consolidated Cable Communications Commission (CCCC).

The mission of the Consolidated Cable Communications Commission (CCCC) is to enforce and administer cable television franchise agreements for the Jurisdictions of Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters relative to cable communications for the member Jurisdictions and their citizens. The Commission will be changing its name effective July 1, 1994 to the Mount Hood Cable Regulatory Commission.

The major workload challenges for fiscal year 1994-95 include:

Conduct the Paragon Franchise Renewal. The renewal process will include ascertaining community needs and reviewing the past performance of the cable operator. There will be extensive community, public access and jurisdictional involvement;

Oversee the public access programs and assist them with planning for the future;

Develop a plan for the Public Development Fund. The Commission established the \$250,000 Public Development Fund to encourage public agencies to use the Institutional Network. The monies will not be available after 1998;

Develop an outreach plan for the participating jurisdictions;

Standardize the annual compliance review of the cable companies; and

Conduct Rate Regulation proceedings.

Revenues

Revenue sources include:

First, the Commission collects all cable television franchise fee revenue from Gresham, Troutdale, Fairview, Wood Village and Multnomah County. These revenues are projected at \$578,701 in FY 1994-95;

Second, the Commission administers the proceeds from the East Paragon Settlement Fund which totals approximately \$2.36 million. These monies are being disbursed to the access providers. The Settlement Fund results from a 1989 payment by KBLCOM and Rogers Cablesystem to the Multnomah Cable Regulatory Commission (MCRC) for settlement of certain obligations of the East Multnomah Franchise Agreement, including operational support for Multnomah Community Television, production of locally-oriented programming (East Metro Edition) and the Program in Community Television at Mt. Hood Community College. The funds are being disbursed in order to continue these three programs past 1998 (which is the life of the franchise agreement).

Third, all participating jurisdictions contribute a total of \$362,865 to the operation of the CCCC as follows:

Portland	\$226,577
Gresham	\$ 85,335
Multnomah County	\$ 33,044
Troutdale	\$ 10,911
Fairview	\$ 3,926
Wood Village	\$ 3,072

The methodology for funding the operation of the Commission is based on three determining areas - function, cost allocation unit and percentage distribution of cost. The methodology may be adjusted during the annual budget process. Units are those elements which trigger the costs of each function (e.g. the number of franchise agreements, jurisdictions, contracts, subscribers, etc.). The percentage distribution is the estimated percentage of total resources (personnel, materials, and services) used to address a program function area (staff estimates that 40 percent of total resources will be required to enforce the franchise agreements). A summary of the cost allocation worksheet appears in Appendix One.

Fourth, the Public, Educational and Government Capital Cable Access Fund (funded by TCI for the City of Portland)

Fifth, the Commission administers the cable companies' funding of the annual consumer survey conducted by the Commission.

Sixth, the Commission receives interest on its funds and beginning fund balance.

A detailed summary of the revenue sources is attached in Appendix One.

Expenditures

The largest expenditures in this budget are for early disbursement of the Settlement Funds for Multnomah Community Television for access and local origination programming, and for the Program in Community Television at Mt. Hood Community College. The CCCC is recommending early disbursement of the funds in order to continue the programs past 1998.

Other major expenditures included within this budget are: franchise fee payments to the jurisdictions; grant funds to Multnomah Community Television (MCTV) for access programming; funds for grant recipients from the Capital Cable Access Fund and Cable Regulatory Office expenses.

The franchise fee payments to the jurisdictions are the total amount of fees collected for Gresham, Troutdale, Fairview, Wood Village and Multnomah County less the amount each jurisdiction contributes to MCTV and the Commission staff support expenses.

Cable Regulatory Office proposed expenditures have increased by 6% from the current year operating budget. A line item detail of all expenditures is attached in Appendix One.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

Fiscal Year 1994-95

Financial Summary

RESOURCES	1991-92 Actuals	1992-93 Actuals	1993-94 Adopted	1994-95 Proposed
Beginning Balance	4,400,079	4,040,831	3,428,581	2,743,984
Cable Revenues *	620,247	708,235	1,266,558	
E.County Cable Franch. Fees				560,701
Access Revenue-Annexed PDX **				131,070
Portland Share of Admin. Bud.				226,577
Reimb.Cable Co.(Paragon Ren. & Cust. Survey)				117,500
PEG Fund ***				250,000
TCI Multnomah West				18,000
Interest	292,500	193,500	154,286	108,413
Portland General Fund	195,290	181,369	Consolidated	Consolidated
Total Resources	\$5,312,826	\$4,942,566	\$4,849,425	\$4,156,245
REQUIREMENTS	1991-92 Actuals	1992-93 Actuals	1993-94 Adopted	1994-95 Proposed
EXPENDITURES				
Jurisdictional Payments	0	181,941	144,478	98,792
Mt. Hood Comm. College, S.F. Disburseme	100,000	108,000	113,000	495,174
Multnomah Community TV - Sp. Access	787,952	882,975	983,545	
Access Payments, E. County				336,421
Annexed Portland				131,070
Settlement Fund Disbursement				1,855,359
Multnomah Comm. TV , LO, S.F. Disburse	123,000	129,000	128,750	501,864
Consolidated Cable Commun. Comm.	412,256	381,658	345,783	356,868
Paragon Renewal & Customer Survey				117,500
PEG Fund Exp.				250,000
PCA, 40% TCI Multnomah				7,200
Total	\$1,423,208	\$1,683,574	\$1,715,556	\$4,150,248
Contingency	20,000	16,000	6,000	5,997
Unappropriated Balance(S.F Reimb. by 7/1/	3,923,277	3,470,783	3,127,869	0
Total Requirements	\$5,366,485	\$5,170,357	\$4,849,425	\$4,156,245

* Cable Revenues are individually listed for FY 94-95

** Commission has an advisory role in expending PEG Fund.

*** MCTV access payment for PDX annexed areas is subject to final approval by the Portland City Council.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
FISCAL YEAR 1994-95 PRO LINE ITEM DETAIL

<i>Expenditure Classification</i>	<i>Actual FY 91-92 *</i>	<i>Adopted FY 92-93 *</i>	<i>Adopted FY 93-94</i>	<i>Proposed FY 94-95</i>
511000 Full-Time Employees	\$148,448	\$152,515	\$146,274	153,322
514000 Overtime	348	286	500	500
517000 Benefits	52,486	61,882	54,115	60,115
Total Personal Services	\$201,282	\$214,683	\$200,889	\$213,937
521000 Professional Services	\$72,139	\$39,574	\$37,303	159,500
523000 Equipment Rental	0	921		
524000 Repair & Maintenance			1,600	1,700
529000 Miscellaneous Services **	1,202,714	1,302,389	1,371,173	3,676,880
531000 Office Supplies	987	1,586	1,000	1,000
532000 Operating Supplies	1,703	849	900	1,600
541000 Education	9,273	3,334	2,040	750
542000 Local Travel			0	600
543000 Out-of-Town Travel	10,742	8,152	6,000	1,900
549000 Miscellaneous	3,524	2,618	4,435	2,880
Total External Materials & Svcs	\$1,301,082	\$1,359,423	\$1,424,451	\$3,846,810
551000 Fleet Services	\$1,217	\$1,553	\$1,040	1,038
552000 Printing/Distribution	19,508	12,950	8,507	12,000
553000 Facilities Services	8,619	8,980	10,624	9,513
554000 Communications	5,046	4,572	3,734	4,675
555000 Data Processing	455	238	380	339
556000 Insurance	15,542	4,230	5,931	4,236
Total Internal Materials & Svcs	\$50,387	\$32,523	\$30,216	\$31,801
Total Materials & Services	\$1,351,469	\$1,391,946	\$1,454,667	\$3,878,611
564000 Equipment	8,282		3,000	700
572101 General Fund Overhead Transfer			57,000	57,000
Contingency			6,000	5,997
Total Appropriation	\$1,561,033	\$1,606,629	\$1,721,556	\$4,156,245

* Portland and MCRC combined budget.

** MCTV payment for annexed Portland is subject to final approval by the Portland City Council

<u>529000 Miscellaneous Service - DETAIL</u>	<u>FY 94-95</u>	<u>521000 Professional Services</u>	<u>FY 94-95</u>
Administrative Budget	1,000	Administrative Budget	42,000
Access Payment, Annexed Portland	131,070	Reimbursement from Cable Companies:	
Access Payment, E. County	336,421	Paragon Renewal	100,000
Settlement Fund Disbursement:		Customer Satisfaction Survey	17,500
Mt. Hood Comm. College	495,174	TOTAL	159,500
MCTV Special Access	1,855,359		
MCTV Local Origination	501,864		
Jurisdictional Payments fr. Franch. fees	98,792		
PCA, 40% of Mult. West	7,200		
PEG Fund	250,000		
TOTAL	3,676,880		

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APPENDIX ONE
CABLE REGULATORY OFFICE
FY 94-95 BUDGET

CABLE REGULATORY BUDGET
FY 1994-5
Budget Narrative

Cable Regulatory proposed expenditures have increased by 6% from the current year operating budget. A line item detail of all expenditures is attached. A three year history of expenditures and revenues for Cable Regulation is included for your information.

Budget Development Process

The detailed budget was developed and evaluated by the Administrative Standing Committee of the Consolidated Cable Communications Commission (CCCC). The Committee used a modified zero-based approach to developing the budget. The process involved developing a budget at 95% of the current year budget and a series of optional service level increments called "decision packages". A total of eight decision packages were evaluated. Five of the decision packages are recommended for funding.

Expenditures

The proposed budget significantly reduces expenditures for travel (down 68%), education (down 63%), subscriptions (down 35%) and capital (down 77%). Increases include: personnel services (up 6%), professional services (up 16%, see detail below) and internal services (facilities, phones, printing, up 5%).

The CCCC is recommending funding of the following decision packages:

- Paragon Franchise Renewal (estimated \$100,000 cost will be paid by Paragon);
Staff estimates that a joint Paragon Franchise Renewal will cost approximately \$100,000. In consideration of pursuing a joint franchise renewal the Commission has asked Paragon to pay for the renewal.
- Financial Analysis for rate regulation (\$7,600);
Rate regulation is extremely complex and will require additional financial analysis resources next fiscal year.
- Existing staff position (.3 of position);
As part of the modified zero-based approach to budgeting .3 of a staff position was reduced. This restores the position which will allow staffing for the CCCC's three Standing Committees.
- I-NET Technical Assistance (\$10,000);
This will provide technical assistance to the jurisdictions in order to fully expend the \$250,000 Public Development Fund.
- Efficiency package (\$1,950);
This package will provide funds to upgrade the cable complaints workstation (allowing

staff to enter complaints directly into the computer) and includes a computer software upgrade allowing staff to integrate narrative and graphs, thereby becoming more efficient.

The Proposed Budget provides for 3 full-time equivalent positions, associated materials and services, and overhead. The Office of Cable Communications and Franchise Management manages two programs: Cable Regulation and Utility Franchise Management. There are 5 staff positions within the Office. The equivalent of 3 full-time positions will focus on cable on behalf of the Commission with the other two full-time equivalent positions focusing on Utility Franchise Management (the Utility Franchise Management Program is funded by the City of Portland). The detail of the positions appears later in this Appendix.

Funding Allocation

All participating jurisdictions contribute to the operation of the Consolidated Cable Communications Commission which is staffed by the Office of Cable Communications and Franchise Management of the City of Portland. The methodology for funding the operation of the Commission is based on three determining areas function, cost allocation unit and percentage distribution of cost. The methodology may be adjusted during the annual budget process. Units are those elements which trigger the costs of each function (e.g. the number of franchise agreements, jurisdictions, contracts, subscribers, etc.). The percentage distribution is the estimated percentage of total resources (personnel, materials, and services) used to address a program function area (staff estimates that 40 percent of total resources will be required to enforce the franchise agreements). A summary of the cost allocation worksheet is attached.

Revenues

The Cable Regulatory Office has five revenue sources: beginning balance, jurisdictional contributions based on the cost allocation methodology, funding by Paragon of franchise renewal costs, funding from the cable companies for the annual consumer survey and interest on cable office funds.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland
Multnomah County

City of Gresham
City of Fairview

City of Troutdale
City of Wood Village

FY 1994-95 Proposed Operating Budget CABLE REGULATORY OFFICE

Acct.	Title	FY 91-92 Actual	FY 92-93 Actual	FY 93-94 Adopted	FY 94-95-94 Proposed
5110	Full-Time Employees	148,448	146,021	146,274	153,322
5140	Overtime	347	476	500	500
5170	Benefits	52,486	57,252	54,115	60,115
Personal Services		201,282	203,750	200,889	213,937
5210	Professional Services *	72,139	39,574	37,303	159,500
5240	Repair & Maintenance	0	1,619	1,600	1,700
5290	Miscellaneous Services	2,572	473	1,400	1,000
5310	Office Supplies	987	952	1,000	1,000
5320	Operating Supplies	1,703	1,524	900	1,600
5410	Education	9,273	714	2,040	750
5430	Out-of-Town Travel	10,742	2,381	6,000	2,500
5490	Miscellaneous	3,524	2,743	4,435	2,880
External Materials and Services		100,940	49,980	54,678	170,930
5510	Fleet Services	1,217	989	1,040	1,038
5520	Print/Distribution	19,508	11,429	8,507	12,000
5530	Facilities Services @	8,619	9,060	10,624	9,513
5540	Communications Services	5,046	4,452	3,734	4,675
5550	Data Processing Services @	455	323	380	339
5560	Insurance @	15,542	4,034	5,931	4,236
Internal Services		50,387	30,287	30,216	31,801
5640	Capital Outlay	8,282	0	3,000	700
	Capital Outlay	8,282	667	3,000	700
TOTAL		360,890	284,683	\$288,783	\$417,368
Overhead/Indirect Costs		51,366	56,937	57,000	57,000
Tot. Budget Plus OH/Indirect Costs		412,256	341,620	\$345,783	\$474,368
Contingency		0	16,000	\$6,000	\$5,997
TOTAL		412,256	357,620	\$351,783	\$480,365

JURISDICTIONS CONTRIBUTION

\$362,865

* Includes \$117,500 for consumer survey which will be reimbursed by the cable companies

@ Represents 60% of Total Cable Office's budget, other 40% goes to Utility Program

**CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
FY 1994-95 PROPOSED BUDGET, LINE ITEM DETAIL**

		FY 93-94 Adopted	FY 94-95 Proposed
5110 Full-Time Employees			
Director	0.5	30,899	33,088
Dep. Director	0.5	28,340	29,246
Financial Analyst	0.5	22,695	23,810
Hearings Clerk	0.5	17,039	17,039
Program Coordinator	1.0	47,301	50,139
Total		\$146,274	\$153,322
5140 Overtime			
Hearings Clerk		\$500	\$500
5170 Benefits			
Director	0.5	10,679	11,679
Dep. Director	0.5	10,191	11,191
Financial Analyst	0.5	8,772	9,772
Hearings Clerk	0.5	7,208	8,208
Program Coordinator	1.0	17,265	19,265
Total		\$54,115	\$60,115
Personal Services, Total		\$200,889	\$213,937
5210 Professional Services			
Technical Service(E. Paragon & TCI Franch. Requirement)		7,000	7,000
I-Net Technical Assistance			10,000
Financial Service(All Cable Franchises)		17,303	25,000
Paragon Renewal		0	100,000
Consumer Survey(Paragon & TCI Franchise requirement, reimbursed by the cable companies)		10,000	17,500
Annual Planning Retreat Facilitator		1,000	
Legal Services		2,000	
Total		\$37,303	\$159,500
5240 Repair & Maintenance			
Computer Hardware Maint.		1,200	1,400
Typewriter		250	300
Other		150	
Total		\$1,600	\$1,700
5290 Miscellaneous Services			
Temp. Clerical Suppt		900	500
Courier Service, Federal Express, & UPS		500	500
Total		\$1,400	\$1,000
5310 Office Supplies		\$1,000	\$1,000
5320 Operating Supplies,			
Printer, Fax, & other supplies		400	600
Software Upgrade(Windows)		500	1,000
Total		\$900	\$1,600
5410 Education			
Computer Training		300	250
Continuing Education(1992 Cable Act Worksh. for 3)		690	
Seminar/Conference Fees, Regional			
NATOA, Regional & National		800	500
ACM		250	
Total		\$2,040	\$750

**CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
FY 1994-95 PROPOSED BUDGET, LINE ITEM DETAIL**

	FY 93-94 Adopted	FY 94-95 Proposed
5420 local Travel		600
5430 Out-of-Town Travel		
NATOA Regional for One	900	800
NATOA National Conference for One	2,200	1,100
NATOA Board Meeting for One	900	
ACM Board Meeting for One	900	
ACM National Conference for One	1,100	
Total	\$6,000	\$2,500
5490 Miscellaneous		
Memberships:		
NATOA	1,425	450
ACM	250	250
Oregon State bar	155	
Parking; CCCC, & Customers	500	700
Subscriptions:		
Multichannel News	385	385
Wall Street Journal	70	
Oregonian	70	70
Gresham Outlook	35	35
Cable Television Law	600	600
Cable TV Fact Book	395	
Cable Monitor	300	300
TV Host	60	
Refreshments for CCCC meetings	120	90
Awards and Premiums	70	
Total	\$4,435	\$2,880
Total, External M & S	\$54,678	\$170,930
Internal Service (Estimated)		
5510 Fleet Services	1,040	1,038
5520 Print/Distribution	8,507	12,000
5530 Facilities Services(Rent)	10,624	9,513
5540 Communications Services:		
Assigned Equipment	2,093	3,000
Long Distance	1,040	1,000
Cellular Phone	275	300
Telecommunication Service Charge	200	225
Gen. Svc. Overhead	126	150
5550 Data Processing Services:		
Service charge	380	339
5560 Insurance/Worker's Comp.	5,931	4,236
Total, Internal Svcs(Estimated)	\$30,216	\$31,801
5,640 Capital Outlay		
Printer	3,000	
Customer Service Work Station		700
Total	\$288,783	\$417,368
Overhead	57,000	57,000
Contingency 2% of Total less reimb. funds	6,000	5,997
G. Total	\$351,783	\$480,365

Jurisdiction's Contribution

341,783

362,865

* \$117,500, Paragon renewal and consumer survey costs will be reimbursed by cable companies

**CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
Cost Allocation Worksheet**

REVISED

FY 1994-95 Budget : \$362,865

Functions	Cost Allocation UnitCost Distribution No. of Units Cost Distribution		
		Percentage	Amount	Total	PCRC	MCRC	Unit Cost	PCRC	MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises	40.0%	145,146	3.17	2.17	1.00	\$45,787	99,359	45,787
2. Consumer Issues	No. of Subscribers	20.0%	72,573	134,074.0	102,654.0	31,420	\$0.54	55,566	17,007
3. Monitoring Access and PCTV	No. of Contracts	10.0%	36,287	3.0	1.0	2	\$12,095.50	12,096	24,191
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	36,287	6.0	1.0	5	\$6,047.75	6,048	30,239
5. FCC/Legislation	No. of Subscribers	10.0%	36,287	134,074.0	102,654.0	31,420	\$0.27	27,783	8,504
6. Administration	Prop. to 1.2.3 & 4	10.0%	36,287	1.0	61.5%	38.5%	Prop. to 1-4	22,317	13,970
Total		100.0%	\$362,865					\$223,167	\$139,698

Cost Savings Comparison

	No. of Subs *	MCRC % Dist.	FY 93-94 Budget	FY 1994-95 Budget(Prop)	Jurisd. Incr./(Decr.)	
					Amount	Percentage
Portland	102,654		\$209,757	\$226,577	\$16,820	8.0%
E. County(former MCRC)	31,420	100.0%	132,026	136,288	\$4,262	3.2%
Gresham	19,193	61.1%	\$74,126	\$85,335	\$11,209	15.1%
Multnomah Co. **	8,199	26.1%	\$42,170	\$33,044	(\$9,126)	-21.6%
Troutdale	2,454	7.8%	\$9,347	\$10,911	\$1,564	16.7%
Fairview	883	2.8%	\$3,402	\$3,926	\$524	15.4%
Wood Village	691	2.2%	\$2,981	\$3,072	\$91	3.1%
Total	134,074		\$341,783	\$362,865	\$21,082	6.2%

* Subscriber Activity Reports from Paragon , TCI & Columbia, effective 11/30/93.

As of July 1, 1994, Portland would have 106,864 subscribers, and the Multnomah County would have 3989 due to the anticipated annexation of 4,210 subscribers on 6/30/93.

** The cost of regulating 4,210 subscribers to be annexed as of July 1, 1994 will be transferred to City of Portland from Multnomah County.

The cost per subscriber is \$0.81 , which represents the cost of functions 2 & 5.

<i>No. of subscribers anticipated to be annexed</i>	4,210
<i>Total cost of functions 2 & 5.</i>	\$0.81
<i>Cost absorbed by City of Portland for the annexed subscribers.</i>	\$3,410

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION(CCCC)
Resources and Disbursements
FY 1994-95

Jurisdictions	Franchise Fees	Contribut. to Oper. Bud.	MCTV Payments	PCTV	Jurisdictional Payments	PCA
PORTLAND *		226,577	131,070		N/A	
Consumer Survey (Reimb. by Cable CO.)		17,500				
Paragon Renewal(Reimb. by Cable CO.)		100,000				
PEG Fund(TCI)		250,000				
TOTAL		\$594,077	\$131,070			
E. County(Former MCRC)						
GRESHAM	340,120	85,335	204,072		50,713	
MULTNOMAH CO.	145,785	33,044	87,471		25,270	
MULTNOMAH CO, TCI WEST	18,000				10,800	7200
TROUTDALE	45,151	10,911	27,091		7,149	
FAIRVIEW	15,406	3,926	9,244		2,236	
WOOD VILLAGE	14,239	3,072	8,543		2,624	
TOTAL	\$578,701	\$136,288	\$336,421	\$0	\$98,792	\$7,200
East County S.F. Disbursements:						
Grant, MCTV Access			1,855,359			
Local Origination, MCTV			501,864			
PCTV				495,174		
East Co. Settl. Fund Total	\$0	\$0	\$2,357,223	\$495,174	\$0	\$0
Grant Total	\$578,701	\$730,365	\$2,824,714	\$495,174	\$98,792	\$7,200

* MCTV payment from Portland is subject to final approval by the Portland City Council

** Detail, East County Settlement Fund
FY 93-94

Resources:	
Beginning Balance	2,743,984
Interest	108,413
Total	\$2,852,397
Requirements:	
MCTV Special Access, Reimbursement	1,855,359
MCTV LO, Reimbursement	501,864
PCTV, Reimbursement	495,174
Total	\$2,852,397

APPENDIX TWO

**MT. HOOD COMMUNITY COLLEGE
PROGRAM IN COMMUNITY TELEVISION
FY 1994-95 BUDGET**

**MT.
HOOD
COMMUNITY
COLLEGE**

25000 S.E. STARK ST. GRESHAM, OREGON 97030 • (503) 687-8422 • FAX (503) 687-7388

MEMODr. Paul E. Kreider, President

DATE Tue, Jan 11, 1994
TO: Consolidated Cable Communication Commission
FROM: Jack Schommer
SUBJECT: PCTV FY 94/95 budget

The Program in Community Television represents a unique educational opportunity, developed by the East County Jurisdictions, the cable company and Mt Hood Community College. This partnership offers college level training in the area of community television to about 50 students enrolled in the television and community television programs at MHCC. Currently 12 second year CTV students are working toward AAS degrees.

The Community Television curriculum offers a degree program over a sequence of six terms and a variety of speciality workshops in aspects of television and community access. Classroom study and practical experiences are combined to prepare the student to use the numerous and innovative applications of cable television as a community communication tool.

In addition to basic course work in video production, management techniques and community outreach there are areas of study which involve the student in volunteer management, program promotion, community advocacy, needs assessment and technology integration. From an introduction to basic cable systems through advanced video production the student is given a broad based understanding of cable television and community communications.

Currently over half of our nation's homes and an increasing number of foreign nations are utilizing cable television technology. This medium offers a unique means of access to issues locally as well as globally. Through community television cable has assumed an active role in the home, workplace, school and community organizations. It's unlimited potential to serve both the public and private sectors depends largely on trained people who can educate potential users, identify resources and then coordinate the communication process. This is the goal of the Program in Community Television.

PCTV Budget Proposal 1994-95

		FY 93-94 Budget	FY 94-95 Proposed	Year to date
Revenue [MCRC]		\$113,000.00	\$405,915.29	\$82,353.72
Carryover		\$23,740.29	\$0.00	
2105	Sal. Instructor F/T	\$38,548.43	\$38,566.00	\$0.00
2111	Sal. Instructors P/T	\$1,200.00	\$1,000.00	\$0.00
2120	Sal. Instructor Summer	\$1,000.00	\$1,000.00	\$0.00
2409	Sal. Maint Tech	\$5,000.00	\$5,000.00	\$0.00
2900	Sal. Students	\$15,000.00	\$0.00	\$0.00
3000	Fringe-General	\$17,804.34	\$17,337.72	\$0.00
	PERSONNEL	\$78,552.77	\$62,903.72	\$0.00
4000	Supplies-Office	\$600.00	\$400.00	\$0.00
4005	Supplies-Graphic Serv.	\$800.00	\$500.00	\$0.00
4010	Supplies-instruction	\$5,000.00	\$3,000.00	\$0.00
4400	Education/Travel	\$4,000.00	\$1,000.00	\$0.00
4605	Cont. Serv - Personal	\$1,000.00	\$3,000.00	\$0.00
4645	Cont. Serv. - Phone	\$500.00	\$550.00	\$0.00
7000	Repair & Replacement	\$16,547.23	\$1,000.00	\$0.00
	SUPPLIES & SERVICES	\$28,447.23	\$9,450.00	\$0.00
8030	Capital Outlay	\$6,000.00	\$10,000.00	\$0.00
	CAPITAL	\$6,000.00	\$10,000.00	\$0.00
	total	\$113,000.00	\$82,353.72	\$0.00

FY 94/95 CTV budget proposal narrative 1/4/94

Revenue

This amount reflects the settlement money plus 93/94 carryover minus the 93/94 budgeted amount.

Personnel

We're proposing to change the student salary line item. As part of a long term financial plan it was determined that students would be better served by offering tuition/scholarship money instead of paid internships. We found that for a student to offset tuition costs through paid internships too many hours were required. This change will allow a student to receive tuition and have the time to study.

Supplies & Services

As part of the long range planning process we've cut back in three areas. *Supplies Instruction* has been set at a minimum amount, that will cover music license agreements and basic memberships in the Alliance for Community Media and the Association of Independent Film and Video Producers. *Travel* is at a level that will allow one major conference every other year and attendance at regional ACM meetings every year. *Contracted Services* will continue to bring outside speakers to the college and is the area where student tuition money is budgeted. In the past *Repair/Replacement* was a used to zero budget. With the settlement agreement the college would keep excess money in an interest earning account.

Capital

Some Hi8 camcorder and editing equipment is scheduled for purchase in the coming year to round out the field production capabilities.

APPENDIX THREE
PORTLAND CABLE ACCESS
FY 1994-95 BUDGET

PORTLAND CABLE ACCESS TELEVISION

1994-95 OPERATING BUDGET

The operating budget approved by the Board of Directors maintains PCA's existing service level with respect to public access and provides for modest staffing adjustments for government access applications.

During the course of 1993-94 PCA reduced open hours for public access due to funding reductions and actively pursued collaborations with other not-for-profits and Oregon ED-NET. These collaborations included work with the Oregon State Bar, The Associated General Contractors, Oregon Credit Unions and the Bureau of Land Management.

We continued providing live, ongoing coverage of the Portland School Board's meetings, METRO Council meetings and carried out numerous projects on behalf of the City including CONVERSATIONS WITH COUNCIL, coverage of Portland Progress Board meetings and the League of Women Voters. Other municipal and educational projects have been summarized in our quarterly reports.

PCA opened a simple cuts only post production facility at Wilson High School and we are conducting training at this location for west Portland residents. PCA acted as the final judging site for the Hometown USA Video Awards competition and was the training and production site for AND STILL CLIMBING, a public access production which won first place in the documentary category in an international competition hosted and organized by the American Film Institute.

In the second half of this fiscal year PCA will activate a government access channel on behalf of the City. This channel will carry most all municipal programming currently produced within the City including City Council coverage, the Mayor's Forum (produced by Paragon

Cable TV), Multnomah County Commissioners, METRO Council and the Portland School Board. Modest changes to staffing in the next fiscal year will provide the means to develop and program this channel.

PORTLAND CABLE ACCESS

1994-95 REVENUE SUMMARY

The budget submitted is based on the following revenue projections for fiscal year 1994-95:

FRANCHISE FEE REVENUE	\$ 659,785
DELAUNAY CONTRACT	12,060
TAPE AND DISK SALES	5,000
SPECIAL PROJECTS	20,000
<u>INTEREST - INVESTMENTS</u>	65,000
<u>TOTAL</u>	<u>\$ 761,845</u>

40% of the franchise fee revenue collect by the City from local cable operators is targeted for PCA funding per PCA's contract with the City of Portland. Interest income is from PCA's investments and miscellaneous income is from tapes sales and duplications and special projects. The Delaunay contract is a contract on property located at 5507 N. Lombard in north Portland.

PORTLAND CABLE ACCESS
1994-95 BUDGET
LINE ITEM NARRATIVE

SALARIES: \$452,205 This category includes administrative staff (3 FTE), production and training (5.5 FTE), programming (4.5 FTE), municipal (2.5 FTE), engineering (2 FTE). This represents all full and part time staff.

BENEFITS: \$69,480 Benefits include pension contributions (8% of annual salaries) and premiums for group medical, dental, life and disability insurance.

PAYROLL TAXES: \$39,925 Payroll taxes include PCA's FICA contribution, worker's compensation insurance and unemployment insurance.

EMPLOYEE RECRUITMENT AND TEMPORARY OUTSIDE HELP: \$15,500 These categories include recruitment costs and outside contractors responsible for programming Amiga computers (4) used as fall back video sources for channels 11, 27, 33 and the Community Bulletin Board on channel 34.

TRAINING AND EDUCATION - BOARD AND STAFF: \$6,500 These line items include funds budgeted for board and staff training and retreat expenses. Such training includes ongoing diversity training, computer training and fees associated with job related continuing education and conferences such as the national and regional Alliance for Community Media.

LOCAL AND OUT OF TOWN TRAVEL: \$7,000 Local travel (\$1,000) provides reimbursement for employees called upon to use their own vehicles as part of their job. Out of town travel covers travel and accommodation costs for attendance at the national and regional Alliance for Community Media and the National Association of Broadcasters.

HOSPITALITY: \$2,250 Hospitality covers expenses associated with a portion of the annual volunteer recognition event and simple food supplies for shoots organized by PCA for volunteers.

BOARD OF DIRECTORS: \$1,000 This line item covers miscellaneous costs associated with the Board of Directors meetings and facilitation of PCA's annual planning meeting.

ACCOUNTING: \$14,000 Accounting covers the costs associated with PCA's annual audit, preparation and review of monthly investment and financial reports and monitoring and maintenance of fixed assets records and inventory.

LEGAL: \$3,500 Legal covers fees paid to legal counsel for legal advice.

COMPUTER PROGRAMMING: \$250 This line item covers the costs associated with programming upgrades required by software vendors.

OTHER PROFESSIONAL SERVICES: \$8,000 This line item provides funding for monitoring of investments by Progressive Securities.

SERVICES: \$5,750 These categories provide funding for janitorial services, security services, photographic services and miscellaneous outside services, i.e., sign language interpretation for hearing impaired persons.

UTILITIES AND EQUIPMENT RENTAL: \$19,225 Utilities include electricity, phone services and lines charges, water, sewer, cable and rental of a postage meter.

REPAIR AND MAINTENANCE: \$21,500 These line items include costs associated with maintaining PCA's production truck, buildings and grounds, production and programming equipment and other repairs and maintenance applicable to operations.

OFFICE SUPPLIES: \$6,000 This line item provides office supplies associated with a staff of 17.5 FTE and preparation of materials for meetings for a 15 member Board of Directors.

VIDEOTAPES, REPLACEMENT LAMPS, BATTERIES AND SMALL TOOLS AND EQUIPMENT: \$17,750 These line items provide funds for acquisition of videotapes for programming, production/training and municipal programming (\$8,000), replacement lamps for studio instruments (\$4,000), batteries (\$250) and small tools and equipment required for production, programming and engineering (\$5,500).

PRINTING AND DUPLICATION: \$10,000 Printing and duplication includes costs associated with printing for all departments and the Board of Directors. It also includes costs associated with newsletters and programming guide information.

POSTAGE: \$6,000 Postage includes costs associated with administrative and departmental postage and mailing for the newsletter.

OTHER EXPENSES: \$3,550 These categories include gas charges for the truck, dues and subscriptions, fees for membership, i.e., Alliance for Community Media, miscellaneous expenses and bank service charges.

INSURANCE: \$23,000 This category includes insurance premiums for vehicles, buildings, equipment, building, property and liability.

ADVERTISING: \$4,500 This line item includes costs associated with program promotion and PCA's annual volunteer recognition event.

INTEREST EXPENSE: \$22,500 This total includes interest expense for PCA's mortgage at 2766 NE ML King Boulevard.

FIXED ASSETS: \$2,000 This is the total for principal payments on the mortgage at 2766 NE ML King Boulevard.

PORTLAND CABLE ACCESS

JOB TITLES AND SALARY

FY 1993/94

GENERAL MANAGER	\$38,948 - 49,708
ADMINISTRATIVE COORDINATOR	\$19,828 - 25,306
FISCAL COORDINATOR	\$19,828 - 25,306
TECHNICAL COORDINATOR	\$28,326 - 36,152
MUNICIPAL PROGRAMMING COORDINATOR	\$23,431 - 29,905
OUTREACH AND VOLUNTEER COORDINATOR	\$19,828 - 25,306
PRODUCTION/TRAINING COORDINATOR	\$23,431 - 29,905
PROGRAMMING COORDINATOR	\$23,431 - 29,905
ACCESS TECHNICIAN	\$16,288 - 20,788
MASTER CONTROL TECHNICIAN	\$16,288 - 20,788
MUNICIPAL PROGRAMMING ASSISTANT	\$16,288 - 20,788
TECHNICAL ASSISTANT	\$16,288 - 20,788
SECRETARY/RECEPTIONIST	\$16,288 - 20,788
DATA ENTRY CLERK/BOOKKEEPER	

This represents a 3.50% cost of living increase approved by the Board of Directors, September 8, 1993 - effective July 1, 1993.

PORTLAND CABLE ACCESS TELEVISION
BUDGET COMPARISON

ACCOUNT	90-91 BUDGET/SPENT	91-92 BUDGET/SPENT	92-93 BUDGET/SPENT	93-94 BUDGET	94-95 PROPOSED BUDGET
501 Salaries	283556	387618	421257	396448	452205
	77				
511 Payroll Taxes	31411	45195	43838	38418	38825
512 Pension Contributions	21688	28104	30428	29341	31855
513 Med/Dent/Life/Dis Insurance	25713	34848	37779	35417	37825
521 Employee Recruitment	908	715	1209	500	500
522 Temporary Outside Help	18399	18165	13670	15000	15000
531 Training & Education - Staff	1869	1814	3926	5000	5000
532 Training & Education - Board	2091	295	758	1500	1500
541 Local Travel	821	1048	755	1000	1000
542 Out of Town Travel	4195	2955	7295	4324	6000
543 Hospitality	3212	7568	2476	2250	2250
544 Board of Directors	17	242	95	500	1000
601 Accounting	30540	14433	30927	14000	14000
602 Legal	5823	4890	3261	3500	3500
603 Computer Programming	0	0	1455	250	250
604 Other Professional Services	7990	7313	3351	10000	8000
621 Janitorial Service	2700	2415	2930	2725	3000
622 Security Service	968	1080	1875	1500	1750
623 Photographic Services	480	1129	5	250	250
624 Data Processing	0	84	268	0	0
625 Other Outside Services	0	0	1335	0	750
631 Electricity	9415	9915	10446	10000	10000
632 Telephone	3810	4798	8200	7500	8500
633 Other Utilities	3790	3207	2263	2225	2225
641 Equipment Rental	510	479	563	500	500
651 Repair & Maint-Vehicles	801	547	31	1500	1000
652 Repair & Maint-Bldgs/Grounds	4810	5024	4783	2000	2000
653 Repair & maint-Equipment	7707	8508	7378	15000	16500
654 Other Repairs & Maintenance	1184	2228	2812	2000	2000
661 Office Supplies	3823	4882	5079	6000	6000
662 Video Tapes	5428	4885	5185	7000	8000
663 Replacement Bulbs	3031	3108	4488	5000	4000
664 Batteries	295	219	140	250	250
665 Small Tools & Equipment	5668	11252	6407	5000	5500
671 Printing and Duplication	7000	8838	6233	9500	10000
672 Postage and Shipping	5115	5025	4112	5500	6000
681 Vehicle Expense	428	652	261	500	500
682 Computer Software	0	168	0	0	0
683 Dues and Subscriptions	375	968	642	500	750
684 Fees	1829	942	1063	750	1250
685 Insurance	21211	23048	23728	22465	23000
686 Property Taxes	4707	4287	0	0	0
687 Advertising	3226	156	436	6500	4500
688 Miscellaneous Expenses	1223	508	612	250	750
700 Interest Expense	33300	32347	22787	21320	22500
702 Bank Service Chrgs.	0	33	234	0	300
				0	
TOTAL ACCRUED BUDG/EXP	572201	693838	728704	691181	759385
FIXED ASSETS					
163 Building Improvements	73288	19560	101411	1014	0
164 Production Equipment	92113	151548	91785	50011	0
165 Programming Equipment	27212	19045	3397	12323	0
166 Office Equip, Furn & Fxts	35009	8865	84175	0	0
167 Vehicles	58403	0	0	0	0
TOTAL FIXED ASSETS BUDG/EXP	286023	187018	280768	63348	0
252 Principal Payments - Mortgages	3698	4963	3718	1920	2000
TOTAL BUDG/EXP	861922	895817	1011190	756448	761385

PORTLAND CABLE ACCESS TELEVISION

84-85 OPERATING BUDGET
BUDGETED AMOUNTS

ACCOUN	GEN BUDGET	PROD	PROG	OUT/VOL	TRAIN	GOVT	SECNDR PRJS	NE FAX	NORTH FAX	BUDGET TOTAL	
501	Salaries	108223	128889	128892	0	28044	57377	0	0	452205	
511	Payroll Taxes	9505	11429	11480	0	2490	5021	0	0	38925	
512	Pension Contributions	8357	9032	8842	0	2147	3477	0	0	31855	
513	Med/Dent/Life/Dis Insurance	7055	11523	11523	0	2821	4703	0	0	37825	
521	Employee Recruitment	500	0	0	0	0	0	0	0	500	
522	Temporary Outside Help	0	0	14000	0	0	1000	0	0	15000	
531	Training & Education - Staff	5000	0	0	0	0	0	0	0	5000	
532	Training & Education - Board	1500	0	0	0	0	0	0	0	1500	
541	Local Travel	1000	0	0	0	0	0	0	0	1000	
542	Out of Town Travel	8000	0	0	0	0	0	0	0	8000	
543	Hospitality	1500	0	0	750	0	0	0	0	2250	
544	Board of Directors	1000	0	0	0	0	0	0	0	1000	
601	Accounting	14000	0	0	0	0	0	0	0	14000	
602	Legal	3500	0	0	0	0	0	0	0	3500	
603	Computer Programming	250	0	0	0	0	0	0	0	250	
604	Other Professional Services	8000	0	0	0	0	0	0	0	8000	
621	Janitorial Service	0	0	0	0	0	0	3000	0	3000	
622	Security Service	0	0	0	0	0	0	1750	0	1750	
623	Photographic Services	0	0	0	250	0	0	0	0	250	
624	Data Processing	0	0	0	0	0	0	0	0	0	
625	Other Outside Services	750	0	0	0	0	0	0	0	750	
631	Electricity	0	0	0	0	0	0	10000	0	10000	
632	Telephone	0	0	0	0	0	0	6500	0	6500	
633	Other Utilities	0	0	0	0	0	0	2225	0	2225	
641	Equipment Rental	500	0	0	0	0	0	0	0	500	
651	Repair & Maint-Vehicles	0	1000	0	0	0	0	0	0	1000	
652	Repair & Maint-Bldgs/Grounds	0	0	0	0	0	0	2000	0	2000	
653	Repair & maint-Equipment	0	12500	4000	0	0	0	0	0	16500	
654	Other Repairs & Maintenance	1000	1000	0	0	0	0	0	0	2000	
661	Office Supplies	8000	0	0	0	0	0	0	0	8000	
662	Video Tapes	0	3500	2000	0	0	2500	0	0	8000	
663	Replacement Bulbs	0	4000	0	0	0	0	0	0	4000	
664	Batteries	0	250	0	0	0	0	0	0	250	
665	Small Tools & Equipment	0	3500	1500	0	0	0	500	0	5500	
671	Printing and Duplication	5000	0	0	5000	0	0	0	0	10000	
672	Postage and Shipping	3500	0	0	2500	0	0	0	0	6000	
681	Vehicle Expense	0	500	0	0	0	0	0	0	500	
682	Computer Software	0	0	0	0	0	0	0	0	0	
683	Dues and Subscriptions	750	0	0	0	0	0	0	0	750	
684	Fees	1250	0	0	0	0	0	0	0	1250	
685	Insurance	11500	8000	0	0	0	0	3500	0	23000	
686	Property Taxes	0	0	0	0	0	0	0	0	0	
687	Advertising	500	0	0	4000	0	0	0	0	4500	
688	Miscellaneous Expenses	750	0	0	0	0	0	0	0	750	
700	Interest Expense	0	0	0	0	0	0	22500	0	22500	
702	Bank Service Chrgs.	300	0	0	0	0	0	0	0	300	
TOTAL ACCRUED - EXPENSES		207190	195103	183037	12500	35502	74078	0	51975	0	759385
FIXED ASSETS											
163	Building Improvements	0	0	0	0	0	0	0	0	0	0
164	Production Equipment	0	0	0	0	0	0	0	0	0	0
165	Programming Equipment	0	0	0	0	0	0	0	0	0	0
166	Office Equip, Furn & Fxtrs	0	0	0	0	0	0	0	0	0	0
167	Vehicles	0	0	0	0	0	0	0	0	0	0
FIXED ASSETS-QTR EXPENSES											
252	Principal Payments - Mortgages	0	0	0	0	0	0	0	2000	0	2000
TOTAL - FIXED ASSETS		0	0	25	0	0	0	0	2000	0	2000
TOTAL BUDGET		207190	195103	183037	12500	35502	74078	0	53975	0	761385

APPENDIX FOUR

MULTNOMAH COMMUNITY TELEVISION

FY 1994-95

ACCESS AND LOCAL ORIGINATION BUDGETS

12 January, 1993

TO: Consolidated Cable Communications Commission
From: Rob Brading
Re: MCTV FY 1994-95 Budget

The attached MCTV FY 1994-95 Budget has been recommended for approval to the MCTV Board by the Finance Committee. The full Board will take action on the budget at its January 19 meeting.

Revenues

Projected MCTV revenues from franchise fees have decreased for FY 1993-94. Other funds come from the Settlement funds that come from the sale of the franchise from Rogers Cable to Paragon Cable. Revenues are also derived from interest, an administrative fee charged to LO programming for services, and other sources, including special events and fees for services.

Expenditures

Major changes in MCTV's FY 1994-95 budget from FY 1993-94 include:

Reductions

Consulting by 25%,
Education and Training by 69%,
Local Mileage and Travel by 40%,
Office Supplies by 12.5%,
Telephone by 20%,
Postage by 14%,
Printing by 32%,
Travel by 54%.

Increases

Insurance by 5%,
Legal by 25% to provide for additional expenses in franchising,
Maintenance Supplies by 25% for extended life of equipment and increased use,
Operation Supplies by 47% because of increased use of MCTV facilities
Rent by 4%
Videotape by 8% because of increased use of MCTV

Personnel expenses will increase 3.5% in FY 1994-95. These expenses have been limited by streamlining administrative work and introducing team management to MCTV's largest department, the Public Access Department.

A new line item, 6064 (Events), has been added to allow MCTV to track expenses for special events such as speakers on media literacy and the effect of television violence on children. Many of these events will pay for themselves with revenues reflected in line item 4200 (Other).

MULTNOMAH COMMUNITY TELEVISION Budget, FY 1994-95

		ACTUAL	ACTUAL	ACTUAL	ACTUAL-4 MO	BUDGET	PROPOSED
		1990-91	1991-92	1992-93	1993-94	1993-94	BUDGET
							1994-95
	INCOME:						
	Carry-Over						
4152	Access Support	\$ 359,500	\$ 370,000	407,000	\$141,000	\$ 423,000	\$ 451,200
4130	Franchise Fees, Multnomah	317,846	351,892	367,330	93,621	414,755	336,421
4140	Franchise Fees, Portland	62,618	61,898	122,535	29,136	84,997	131,070
4090	Interest	22,724	21,709	16,933	3,233	10,000	10,000
4200	Other	10,994	25,857	5,100	2,321	4,500	5,800
4120	Administration-LO	23,400	24,600	25,000	8,333	25,000	20,000
	TOTAL OPERATING INCOME	\$ 797,082	\$ 855,956	\$ 943,898	\$ 277,643	\$ 962,252	\$ 954,491
	Funds:						
	Equipment Replacement Fund					\$ 124,358	\$ 172,072
	Building Fund					151,355	158,548
	TOTAL INCOME					\$ 1,237,965	\$ 1,285,111

MULTNOMAH COMMUNITY TELEVISION Budget, FY 1994-95

		ACTUAL	ACTUAL	ACTUAL	ACTUAL-4 MO	BUDGET	PROPOSED
		1990-91	1991-92	1992-93	1993-94	1993-94	BUDGET
							1994-95
	EXPENSES:						
7020	Full-Time Salaries	\$ 231,766	\$ 275,067	\$ 325,645	\$ 124,904	\$ 371,226	\$ 404,591
7030	Part-Time Salaries	121,249	117,501	92,904	26,365	97,954	80,885
7050	Taxes & Fringe Benefits	82,616	91,222	96,742	47,849	117,295	121,369
	Total Personal Services	\$ 435,631	\$ 483,790	\$ 515,291	\$ 199,118	\$ 586,475	\$ 606,845
6020	Accounting	\$ 2,438	\$ 3,086	\$ 3,462	\$ 175	\$ 5,050	\$ 5,215
6030	Books	481	504	230	333	825	500
6040	Cable Installations					0	0
6041	Consulting	6,526	12,220	13,184	7,038	20,400	15,300
6051	Dues & Subscriptions	2,882	5,394	6,697	1,949	6,855	6,699
6060	Educational Program Acquisition	275	0	1,785	910	2,825	2,800
6061	Education & Travel	13,679				0	0
6061	Education & Training		9,560	12,214	6,376	18,150	5,625
6063	Ed. Tuition Reimbursement			189		1,000	500
6062	Business Meals/Related	882	1,259	2,111	818	1,750	1,430
6064	Events						2,500
6070	Food	6,916	2,996	7,938	498	5,500	5,200
6080	Graphics	329	1,670	1,580	737	3,625	3,250
6100	Insurance	24,542	25,453	24,313	2,705	31,993	33,593
6110	Janitorial	2,157	7,994	7,980	1,995	8,592	7,980
6130	Legal	4,430	7,993	25,440	3,735	10,000	12,500
6131	Local Travel & Mileage	3,051	4,651	3,297	832	5,405	3,270
6140	Maintenance Supplies	7,417	6,978	10,680	3,540	10,000	12,500
	Transfer To LO		1,113				
6160	Office Supplies	6,447	7,362	5,210	1,412	8,000	7,000
6161	Operation Supplies	4,409	4,794	8,820	4,220	9,200	13,500
6170	Personnel Recruitment	1,779	11,962	2,554	304	1,000	1,000
6171	Phones	5,291	4,363	5,049	1,581	7,500	6,000
6172	Postage	6,249	5,713	7,992	2,090	9,250	8,000
6173	Printing	16,145	9,084	12,656	4,546	20,000	13,550
6174	Marketing/Promotion	3,352	5,923	6,747	1,270	12,500	12,000
6190	Repairs & Maintenance	4,414	7,579	2,265	1,966	5,500	5,900
6200	Rent, Utilities, Maintenance	19,959	17,992	17,494	6,673	21,000	21,744
6211	Travel		1,366	7,007	2,674	10,750	4,950
6230	Vehicle Maintenance	1,951	2,028	862	656	1,600	1,950
6231	Videotape	4,883	9,641	8,506	3,363	9,320	10,320
	Total Materials & Services	\$ 150,884	\$ 178,678	\$ 206,262	\$ 62,396	\$ 247,590	\$ 224,776

MULTNOMAH COMMUNITY TELEVISION Budget, FY 1994-95

	ACTUAL	ACTUAL	ACTUAL	ACTUAL-4 MO	BUDGET	PROPOSED
	1990-91	1991-92	1992-93	1993-94	1993-94	BUDGET
						1994-95
8020 Building				\$ 0	\$ 7,193	\$ 17,452
8030 Leasehold Improvements	4,843	27,480	0	0	2,500	3,000
8040 Office Equipment	8,794	6167	14607	2,769	8,461	7,000
8050 Office Furnishings	6,106	1288	852	629	300	1,400
8060 Production & Maintenance Equip.	31,984	48,968	38465	497	109,733	94,018
Total Capital	\$ 51,727	\$ 83,903	\$ 53,924	\$ 3,895	\$ 128,187	\$ 122,870
TOTAL OPERATING EXPENSES	\$ 638,242	\$ 746,371	\$ 775,477	\$ 265,409	\$ 962,252	\$ 954,491
Unexpended Balance:						
Equipment Replacement Fund					\$ 124,358	172,072
Building Fund					151,355	158,548
TOTAL EXPENSES					\$ 1,237,965	\$ 1,285,111

MULTNOMAH COMMUNITY TELEVISION

1993 - 1994 BUDGET

LINE ITEM EXPLANATION

INCOME:

4152 Access Support

A portion of settlement funds from the sale of Rogers Cable TV to Paragon Cable, invested by Multnomah County and received from the Consolidated Cable Communications Commission (CCCC).

4130 Franchise Fees, Multnomah

5% of total gross revenue of Paragon Cable for the East Multnomah County system, of which MCTV receive 60%. The CCCC receives the funds and passes through payments to MCTV. Income projections provided by Paragon Cable and the CCCC.

4140 Franchise Fees, Portland

MCTV serves a portion of the east Portland Paragon Cable system regulated by the CCCC. MCTV receives a 40% split of franchise fees in this area, with income projections provided by Paragon Cable and the CCCC.

4090 Interest

Income projected based on current interest rates.

4200 Other

Tape duplication, refunds, tape sales, special events.

4120 Administration-LO

Pass-through payment made from the Locally Oriented Programming to budget to MCTV for administrative, engineering, and marketing and promotional services.

Educational Programming

Salary Range

Educational Programming Director

\$ 18,907-27,602

Educational Producer

\$ 14,976-21,258

Public Access

Training Coordinator

\$ 17,236-24,939

Production Specialist

\$ 14,976-21,258

7030

Part-Time

Salaries for part-time employees. Includes the following staff by department:

Playback Operator

Salary Range

Playback Operator

.8 FTE

\$ 11,149-15,708

Government Programming

Production Specialist

.6 FTE

\$ 8,986-12,755

Intern

.4 FTE

\$ 4,368- 4,674

Intern

.4 FTE

\$ 4,368- 4,674

Educational Programming

Production Specialist

.4 FTE

\$ 5,990- 8,503

Intern

.5 FTE

\$ 5,460- 5,843

Public Access

Production Specialist

.8 FTE

\$ 11,981-17,006

Production Specialist

.8 FTE

\$ 11,981-17,006

Production Specialist

.8 FTE

\$ 11,981-17,006

Engineering

Facilities Assistant

.2 FTE

\$ 1,976- 2,080

7050

Taxes and Fringe Benefits

Figured as 25% of full- and part-time salaries. (Includes pension plan contribution, medical and dental insurance, life and disability insurance, employer-contributed FICA, Tri-Met tax, and state unemployment tax.)

6070 Food

Food for volunteer crew members working on MCTV productions; for special volunteer recognition events.

6080 Graphics

Outside contract work for graphic services for print, video and promotional items.

6100 Insurance

Organization insurance including Workers' Compensation, Volunteer, Liability, (also includes property and auto), Excess Liability, Media Special Perils, Officers and Directors, Pension Board.

6110 Janitorial

Janitorial services (excluding those services provided by Mt. Hood Community College.)

6130 Legal

Attorney's fees, costs for legal filings.

6131 Local Travel and Mileage

Gas and parking for vehicles, employee mileage reimbursement.

6140 Maintenance Supplies

Materials used to maintain and install production, engineering and office equipment; parts used to construct items for production, playback and engineering.

6160 Office Supplies

Items less than \$100 that are not production-related and are primarily used in an office setting (e.g., pencils, paper, clipboards, bulletin boards.)

6161 Operating Supplies

Items less than \$100 that are production-related (e.g., adapters, duct tape, lamps.)

6231 Videotape

Blank videotape (VHS, SVHS, 3/4", 3/4" SP.)

8030 Leasehold Improvements

Improvements to MCTV building such as mini-blinds and carpeting.

8040 Office Equipment

Office equipment items in excess of \$100 such as computers, copiers, fax machines, phones, printers, etc. Includes software upgrades, RAM upgrades, new software, tape backup, scanner.

8050 Office Furnishings

Items in excess of \$100 such as chairs, desks, cabinets, bookcases, file cabinets, etc.

8060 Production and Maintenance Equipment

Items in excess of \$100 in production, playback and engineering.

BUDGET MODIFICATION NO. MCSO #13

(For Clerk's Use) Meeting Date MAR 24 1994

Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

DEPARTMENT Sheriff's Office
CONTACT Larry Aab

(Date) _____
DIVISION Corrections/Services
TELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting approval of the reclassification of a Sheriff's Operations Administrator to a Corrections Program Administrator effective 6/18/92, and the reclassification of a Data Processing Specialist to a Data Analyst effective 3/1/94.

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclassify a Sheriff's Operations Administrator position to a Corrections Program Administrator position in the Warrant and Detention Records unit of the Corrections Branch. The reclassification will be effective 6/18/92.

It will also reclassify a Data Processing Specialist 1 position to a Data Analyst position effective 3/1/94. This position is budgeted in the Informations Systems Unit of the Services Branch.

BOARD OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1994 MAR 17 11:38

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase Service Reimbursement to the Insurance Fund \$647.

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		<i>Bob Strippner</i>	<i>3/11/94</i>
Budget Analyst	Date	Personnel Analyst	Date
<i>Sharon Mordwin</i>	<i>3/16/94</i>	<i>Shirlee Robertson</i>	<i>3/16/94</i>
Board Approval		Date	
<i>ROBERTA C BOGASTO</i>		<i>3/24/94</i>	

EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	025	4017			5100			2,949		Permanent
							5500			794		Fringe
							5550			189		Insurance
							5300			(2,958)		Overtime
							5500			(797)		Fringe
							5550			(177)		Insurance
				3607			5100			349		Permanent
							5500			94		Fringe
							5550			686		Insurance
							5300			(849)		Overtime
							5500			(229)		Fringe
							5550			(51)		Insurance
		400	050	7531			6580			647		Insurance
TOTAL EXPENDITURE CHANGE										647		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	050	7040			6600			647		General Fund
TOTAL REVENUE CHANGE										647		TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. _____

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	Sheriff's Operations Administrator	(43,133)	(11,620)	(8,589)	(63,342)
1	Corrections Program Administrator	46,082	12,414	8,778	67,274
(1)	Data Processing Specialist 1	(29,261)	(7,883)	(3,736)	(40,880)
1	Data Analyst	30,318	8,168	5,816	44,302
0	TOTAL CHANGE (ANNUALIZED)	4,006	1,079	2,269	7,354

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Permanent	Add 1.0 Corrections Program Administrator	46,082	12,414	8,778	67,274
	Delete 1.0 Sheriff's Operations Administrator	(43,133)	(11,620)	(8,589)	(63,342)
	Add .33 Data Analyst	10,005	2,695	1,919	14,619
	Delete .33 Data Processing Specialist	(9,656)	(2,601)	(1,233)	(13,490)
Overtime	Reduce in Org. 3607	(849)	(229)	(51)	(1,129)
	Reduce in Org. 4017	(2,958)	(797)	(177)	(3,932)
		(509)	(138)	647	0



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

cc: Larry Aab, Fiscal Manager
Sheriff's Office

FROM: Shaun Coldwell, Budget Analyst
Planning and Budget Division

DATE: March 16, 1994

SUBJECT: BUDGET MODIFICATION - MCSO #13

I have reviewed the attached budget modification submitted by the Sheriff for reclassification of two positions.

The second quarter expenditure projection I completed for the Sheriff's general fund budget showed that they will underspend their personal services category by enough to cover this adjustment.

The Sheriff's request for 1994-95 includes the positions at the current classifications, so that adjustment will need to be made before adoption of the budget in June.

Call me if you have any questions.

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Aab, Fiscal Manager 

TODAY'S DATE: March 11, 1994

REQUESTED PLACEMENT DATE: Next available Board Meeting

RE: BUDGET MODIFICATION - RECLASSIFICATION OF POSITION

I. Recommendation/Action Requested:

Approval of a budget modification transferring \$1,129 from overtime in the Informations Systems Unit to pay for the reclassification of a Data Processing Specialist 1 to a Data Analyst, and transferring \$3,932 in overtime in the Warrant and Detention jRecords Unit to pay for the reclassification of a Sheriff's Operations Administrator to a Corrections Program Administrator.

II. Background/Analysis:

A reclassification request was made by the employee based upon her job duties in relation to similar jobs performed in other county departments. The job duties were audited by County Personnel who concluded that the title Corrections Program Administrator was the appropriate classification for the duties she is performing.

In the case of the Data Analyst, the Sheriff's Office requested an audit of this position in anticipation of filling a vacancy. The request was made based upon the growing technology needs of Local Area Network administration, personal computer growth, etc. County Personnel concluded that the appropriate classification was Data Analyst.

III. Financial Impact:

Board policy precludes the use of County Contingency for reclassifications. Funds will be shifted from overtime in order to meet this obligation.

STAFF REPORT SUPPLEMENT
PAGE 2

IV. Legal Issues:

Bargaining Unit obligations require resolution of a reclassification.

V. Controversial Issues:

None Known

VI. Link to Current County Policies:

Not Applicable

VII. Citizen Participation:

Not Applicable

VIII. Other Government Participation:

Analysis by County Personnel, examination of Bud Mod by County Budget.

MEETING DATE: MAR 24 1994

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Budget Modification - Reclassification of Position

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 24, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections/Services

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

SIGNATURES REQUIRED:

Budget Modification requesting approval of the reclassification of a Sheriff's Operations Administrator to a Corrections Program Administrator, and the reclassification of a Data Processing Specialist to a Data Analyst.

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY CLERK
MULTNOMAH COUNTY
OREGON
1994 MAR 17 AM 9:32

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

MEETING DATE: MAR 24 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with the University of Minnesota

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: HEALTH **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x2670

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Oxman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of intergovernmental agreement with the Regents of the University of Minnesota for the period September 30, 1993 through August 31, 1994. The University of Minnesota will reimburse Multnomah County up to \$46,987.00 for conducting a street-based study of the incidence of ~~the incidence~~ of tuberculosis among individuals injecting drugs.

3/30/94 originals to Herman Brane

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

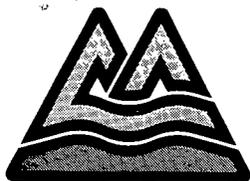
OR

DEPARTMENT MANAGER: Billi Adgaard

MULTNOMAH COUNTY
OREGON
1994 MAR 15 AM 9:32
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odgaard*
B. Odgaard

REQUESTED PLACEMENT DATE:

DATE: February 24, 1994

SUBJECT: Agreement with the University of Minnesota

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Regents of the University of Minnesota for the period September 30, 1993 through August 31, 1994. The county received the agreement in February 1994, but will be reimbursed for any suitable data from September 30, 1993 onward.
- II. Background/Analysis: The University of Minnesota has received a grant from the U.S. Department of Health and Human Resources to conduct a three-city street-based study of the incidence of tuberculosis among individuals injecting drugs. The University of Minnesota will pay the Multnomah County Health Department to conduct a portion of the study in Portland. 638 skin tests will be performed in Portland and the number of persons who will return for the skin test interpretation will be 607 subjects.
- III. Financial Impact: Multnomah County will be reimbursed \$46,987.00 for performing the study in Portland.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units.
- VII. Citizens Participation: None

VIII. Other Government Participation: None



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 202124
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</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</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>3/24/94</u></p> <p><u>DEB BOGSTAD</u> BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/ 8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Perform study of the incidence of tuberculosis among individuals injecting drugs.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

<p>Contractor Name <u>University of Minnesota</u></p> <p>Mailing Address <u>1100 Washington Avenue S., Suite 200</u> <u>Minneapolis, MN 55415-1226</u></p> <p>Phone <u>(612) 624-5599</u></p> <p>Employer ID# or SS# _____</p> <p>Effective Date <u>September 30, 1993</u></p> <p>Termination Date <u>August 31, 1994</u></p> <p>Original Contract Amount \$ <u>46,987.00</u></p> <p>Total Amount of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ _____</p>	<p>University of Minnesota will issue P.O. # <u>N6636149101</u> upon execution</p> <p>Remittance Address _____ (If Different)</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Upon submission of invoice</u></p> <p><input type="checkbox"/> Requirements contract - Requisition required.</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p>
---	--

REQUIRED SIGNATURES:

Department Manager Belli Odgaard

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No

Date 3/4/94

Date _____

Date 3-9-94

Date March 24, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0420			NEW		NEW	UMINN TB	\$46,987.00	
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF MINNESOTA
AND
MULTNOMAH COUNTY HEALTH DEPARTMENT

This agreement entered into by and between the Regents of the University of Minnesota (hereinafter called the University), an educational institution existing under the laws of the State of Minnesota, with its responsible office located at 1100 Washington Avenue South, Suite 201, Office of Research and Technology Transfer Administration, Minneapolis, Minnesota, 55415-1226, and the Multnomah County Health Department (hereinafter referred to as the Collaborating Institution).

WHEREAS, the University has received Grant/Contract 1R01-DA08808-01 from the Department of Health and Human Services, hereinafter referred to as the prime grant, and

WHEREAS, the parties hereto enter into an agreement calling for work described under Article I - Workslope.

This agreement has been prepared for the consideration and approval of the Collaborating Institution. It will become an agreement in full force and effect upon execution by a duly authorized representative and/or officer of the Collaborating Institution and the University. Any addition, deletion or other modification of this agreement shall be set forth as Attachment.

In witness whereof the parties have hereto set their hands and each warrants that he is empowered and authorized to execute this agreement.

REGENTS OF THE
UNIVERSITY OF MINNESOTA

BY: Mary Lou Weiss
Mary Lou Weiss
Assistant Director
TITLE: Research Administration

DATE: February 18, 1994

ID5:68-1/D:38

COLLABORATING INSTITUTION

BY: Beverly Stein
Beverly Stein
TITLE: Multnomah County Chair

DATE: March 24, 1994

REVIEWED:
LAURENCE B. KRESSEL, County Counsel for Multnomah County Oregon

-1- By DeB Bogstad 02/18/94
Date 3-9-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 3/24/94
DEB BOGSTAD
BOARD CLERK

ARTICLE I - Workslope

- A. See Attachment A.
- B. The Collaborating Institution agrees to use its best efforts to accomplish work outlined or referenced under Workslope. Performance of the requirements under this Article will be considered acceptable if the work is performed in accordance with high standards of scientific and professional skill and the indicated level of effort has been substantially applied; provided, however, that all other requirements are met as specified under this agreement.

ARTICLE II - Period of Performance

Period of this agreement shall be September 30, 1993 through August 31, 1994 unless period is further extended by formal modification of this agreement. Collaborating Institution shall submit continuation proposal upon instructions of University's Project Director (Article VIII) if requested.

ARTICLE III - Preaward Costs

Costs which have been incurred by the Collaborating Institution since September 30, 1993 in anticipation of this agreement and which are specifically provided for in the approved costs are allowable hereunder.

ARTICLE IV - Consideration, Billing Instructions

- A. The total amount authorized, including direct and indirect costs, is \$46,987.00 for the period referenced in Article II and shall not be exceeded without written authorization.
- B. Payment will be provided Collaborating Institution upon receipt of certified invoice reflecting categorical breakout of costs incurred.
- C. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly, and reference Purchase Order No. N6636149101.
- D. Invoices shall be submitted in triplicate, as follows:
 - 1. Two (2) copies to University's Project Director (Article VIII) who will review and send approved copy to ORTTA for processing.

2. One (1) informational copy to Office of Research and Technology Transfer Administration, 1100 Washington Avenue South, Suite 201, Minneapolis, MN 55415-1226.
- E. A final invoice, covering costs incurred through August 31, 1994 shall be submitted within sixty (60) days of the current grant expiration date, on or before October 31, 1994. The University retains the right to withhold final payment, pending notification of the negotiated DHHS indirect cost rates of the Collaborating Institution, if indirect costs included under agreement reimbursement.
- F. The University shall not be liable to reimburse the Collaborating Institution for costs incurred in excess of the amount specified in "A" above, and the Collaborating Institution shall not be obligated to continue performance under this agreement or to incur costs in excess of said amount unless and until the University shall first agree in a writing signed by a duly authorized representative of the University to increase the consideration amount.
- G. All costs incurred, under this agreement, will be subject to audit by the Collaborating Institution's Cognizant Federal Audit Agency. Substantiating documents shall be retained and the Collaborating Institution is expected to keep an accurate accounting of all costs incurred in the performance of the agreement. The Collaborating Institution shall provide the Cognizant Government auditors and/or University financial representatives access to records, where necessary, to support costs relating to this agreement.

ARTICLE V - Record Retention

- A. All pertinent records and books of accounts related to this agreement, in possession of the Collaborating Institution, shall be retained for a period of three (3) years after the conclusion of the agreement.
- B. Records relating to any litigation or claim arising out of the performance of this agreement, or costs and expenses of this agreement to which exception has been taken as a result of audit and/or inspection, shall be retained by the Collaborating Institution until such litigation, claim or exception has been resolved.

ARTICLE VI - Provisions Applicable to Direct Costs

- A. Unless otherwise expressly provided elsewhere in this agreement, or in any amendment thereto, the following items or activities shall be unallowable as direct costs without prior written approval of the University and/or the awarding agency, if required:
 - 1) Purchase/lease of equipment or furniture having unit cost in excess of \$25,000.

- 2) Alterations/renovations of facilities.
- 3) Patient care costs.
- 4) Costs specified as unallowable under PHS Grants Policy Statement (DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90), incorporated hereby).

B. By acceptance of this agreement the Collaborating Institution acknowledges that it will comply with the terms and conditions specified in the notice of award, Attachment B, which is hereby incorporated as part of this agreement. Collaborating Institution shall also abide by procurement standards prescribed by 45 CFR, Part 74 and policies and procedures contained in PHS Grants Policy Statement, (OASH) 90-50,000, (Rev.) 10/01/90).

ARTICLE VII - Rebudgeting

- A. Rebudgeting between budget categories shall be consistent with a) the OMB Expanded Authorities as stated in the NIH Guide, Vol. 17, No. 34, October 21, 1988, Pages 1-3, except that extensions without additional funds and carryover of unobligated balances require prior written approval of the University, b) PHS Policy as stated in the PHS Grants Policy Statement and c) with the revised policies and procedures for reimbursement of indirect costs, PHS Grants Administration Manual, Part 609. However, any restriction on rebudgeting listed elsewhere in the Subcontract shall take precedence over the above indicated authorities and policies.
- B. Rebudgeting requests which require NIH approval should be directed to the University's Project Director, Article VIII, for countersignature and then forwarded to the Office of Research and Technology Transfer Administration, 1100 Washington Avenue South, Suite 201, Minneapolis, Minnesota, 55415-1226 for administrative endorsement and transmittal to the National Institutes of Health.

ARTICLE VIII - University's Project Director/Collaborating Institution's Director

- A. The Project Director designated for the University is Alan Lifson, University of Minnesota, Epidemiology, 1300 South Second Street, Minneapolis, Minnesota 55454.

Any significant change in performance of agreement and/or rebudgeting requests referenced in Article VII-B require prior authorization of the Project Director and designated representative, Office of Research and Technology Transfer Administration, University of Minnesota.

- B. The Collaborating Institution has designated Gary L. Oxman as its Project Director. The Project Director shall be responsible for monitoring and directing the research efforts defined in Article I-A.

ARTICLE IX - Patents and Inventions

- A. The Collaborating Institution may retain the entire right, title, and interest throughout the world to each subject invention of the Collaborating Institution conceived or first actually reduced to practice in the performance of work under this subcontract subject to the provisions of 37, CFR, 401. With respect to any subject invention in which the Collaborating Institution retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- B. A final invention statement, HHS-568, attached, shall be submitted within sixty (60) days of agreement termination to the address noted in Article IV D.2.

ARTICLE X - Grant Related Income

The Collaborating Institution is accountable to the University for any grant-related income generated by activities performed under this agreement. Disposition of such income will be made by one of the following options:

- 1) Deduction alternative: Deducted from total allowable costs and third-party in-kind contributions for the purpose of determining the net costs on which the Federal share of costs will be based. When this alternative applies, the deduction must be made from current costs unless the terms of the award authorize deferral to a later period.
- 2) Cost sharing or matching alternative: Used to satisfy all or part of a cost sharing or matching requirement.
- 3) Additional costs alternative: Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the grant was made.

Option 1 above may always be selected by the Collaborating Institution and must be used if neither of the other alternatives is specified by the PHS awarding office and in this agreement.

ARTICLE XI - Termination

- A. This agreement may be terminated by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
- B. Upon receipt of such a notice from the University, the Collaborating Institution shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the work under this agreement, and shall exercise reasonable diligence to cancel or redirect commitments for personal services to its other activities and operations.
- C. The University shall remain liable for all costs incurred under this agreement, including any of the above mentioned commitments entered into by the Collaborating Institution in good faith prior to the receipt of the above mentioned notice. Upon payment of such costs, the University, shall be entitled, and the Collaborating Institution agrees to deliver, all information and items which, if the agreement had been completed, would have been required to be furnished to the University, including, but not limited to, partially completed plans, drawings, data, documents, surveys, maps, report and models.
- D. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

ARTICLE XII - Additional Provisions

- A. Publications - Publication of project results shall be in conformance with PHS guidelines and shall acknowledge support from Grant 1R01-DA08808-01 awarded to the University of Minnesota by the National Institutes of Health - National Institute on Drug Abuse. Four copies of publications resulting from work performed under this agreement, in whole or part, shall be submitted to the University's Project Director (Article VIII); three (3) copies will be transmitted to PHS in fulfillment of their requirement.
- B. Care and Treatment of Laboratory Animals - The Collaborating Institution, if using warm-blooded animals in agreement-support project, shall comply with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended (P.L. 91-579 and 94-279) U.S.C. 2131 et. seq.) and will follow guidelines prescribed in DHHS Publications No. 86-23, Rev. 1985 or succeeding revisions (NIH), "Guide for the Care and Use of Laboratory Animals". If using animals, as specified in NIH GUIDE, Vol. 14, No. 8, June 25, 1985, Collaborating Institution should comply with regulations cited therein and provide the University an

assurance, reviewed and approved by an appropriate institutional committee, that the policy requirements are being met.

- C. Civil Rights and Equal Employment Opportunity - The Collaborating Institution must comply with the various laws, regulations and executive orders as delineated in the Public Health Service Grants Policy Statement, DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90, (Pages 4-2 and 4-3).
- D. Protection of Human Subjects - Funds awarded for research involving human subjects may be used only if the Collaborating Institution has an approved assurance of compliance on file with the Office for Protection from Research Risks, NIH. The Collaborating Institution shall submit to the University an assurance, reviewed and approved by an appropriate institutional committee, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS Regulations, (45 CFR, Part 46). The Assurance, whether General or Special must be submitted to the University prior to the expenditure of any funds provided under this agreement that involve human subjects.

In the event this agreement is extended by mutual consent beyond the current period of performance, the Collaborating Institution shall submit to the University a certification that the continuation application will be reviewed in accordance with the above.

- E. Student Unrest Provisions - No part of the funds awarded under this agreement shall be used to provide the salary of or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at, or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1969, which involves the use of (or the assistance to others in the use of) force or the threat of force of the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials, or students in such institution from engaging in their duties or pursuing their studies as such institution.
- F. Equipment Accountability - The Collaborating Institution shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory, and disposition of equipment acquired under this agreement. Title to equipment shall reside with the Collaborating Institution. *However, the University retains the right, as specified in 45CFR, Part 74, Subpart 74.136, to require the transfer of equipment, including title, having a unit acquisition cost of \$1,000.00 or more to the Federal Government or an eligible non-federal party.*
- G. Patient Care Costs
 - 1. The Collaborating Institution shall adhere to the policies set forth in the PHS Grants Policy Statement (DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90)

regarding the payment of patient care costs and only charge patient care costs in accordance with those regulations.

2. Research patient care rates or amounts (collectively referred to as "rates") are established, by negotiation with the Division of Cost Allocation (DCA), Regional Administrative Support Center for the HHS region in which the Collaborating Institution is located. These negotiations are based on a research patient care proposal submitted by the Collaborating Institution or the hospital providing patient care under this agreement to the Collaborating Institution to substantiate its claim for reimbursement. The requirement for submission of research patient care proposals does not apply, however, to hospitals that are awarded \$25,000 or less in research patient care costs for any single grant budget period, nor to those patient care services (such as special nursing and dietary services) that are needed to meet special research protocol demands and are approved as direct "line items" in the grant.
- H. Indirect Costs - The Collaborating Institution shall be reimbursed for indirect costs in accordance with rate reflected herein, 12.8%, in an amount not to exceed \$4,344.00. However, the Collaborating Institution may elect to rebudget available direct cost funds for additional indirect costs if:
- 1) An increase in the negotiated indirect cost rate occurs.
 - 2) Rebudgeting into the applicable cost base creates additional indirect costs.
 - 3) Rebudgeting does not increase the amount of this subcontract above the amount specified in Article IV.
- I. Administrative Considerations - Where policies of the Collaborating Institution differ from those of the University, such as travel reimbursement, fringe benefits, etc., the policies of the Collaborating Institution shall be applicable to cost incurrences under this agreement provided such policies comply with awarding agency regulations.
- J. Approved Budget - See Attachment C.
- K. Liability To Third Parties

The Collaborating Institution agrees to hold harmless the University from any and all claims which result from Collaborating Institution's performance of or failure to perform its duties under this agreement. Accordingly, the University agrees to hold harmless the Collaborating Institution from any and all claims which result from the University's performance of or failure to perform its duties under this agreement.

L. Certifications

The Collaborating Institution must comply with the following requirements of Federal financial assistance programs:

- 1) Drug Free Workplace Act of 1988.
- 2) Debarment and Suspension regulations (DHHS Code of Federal Regulations Title 45 CFR Part 76).
- 3) Non-Delinquency on Federal Debt (OMB Circular No. A-129, rev. November 25, 1988).
- 4) Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code).
- 5) Audit Reports
- 6) Scientific (Fraud) Misconduct Assurances

Collaborating Institution agrees to comply with the requirements of OMB Circular A-133 or Circular A-128 as appropriate. Collaborating Institution further agrees to provide the University with copies of any of the independent auditors reports for each fiscal year covered by this agreement. If this report includes citations of non-compliance with federal laws and regulations the Collaborating Institution will provide copies of responses to auditors reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 or A-128 as appropriate shall be available for inspection by representatives of the University or the Government during normal business hours.

The Collaborating Institution certifies that, where applicable, institutional policies and systems are in place to assure such compliance with the above requirements by acceptance of this document.

M. Purchase Order

Following execution of this agreement the purchase order incorporated as Attachment D hereto will be completed and forwarded. The purchase order number must be reflected on all correspondence/billings related to this agreement.

N. Order of Precedence

Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: 1) prime award terms and conditions; 2) agreement clauses; 3) University purchase order; and 4) other documents, exhibits and attachments.

TB IN DRUG INJECTORS: A THREE-CITY STREET-BASED STUDY**MULTNOMAH HEALTH DEPARTMENT SUBCONTRACT WORKSCOPE**

This study involves two waves of data collection over a three-year period. The initial six months of the first year is allocated for start-up time, finalizing logistical arrangements and training of staff. Staff will primarily will be involved in data collection (skin test placement and interpretation).

A description of the numbers of subjects evaluated during the first year of data collection is indicated below: For each sequential step, it is estimated the participation and loss-to-follow rate from the previous step. For example, we estimate that 95% of those who receive a baseline skin test will return 2-3 days later for skin test reading. Of those who return, 20% will have a positive skin test and will not receive additional testing. Of those who have a negative PPD on baseline evaluation, it is estimated that 95% will return for a booster test. Of those who receive a 5% will now be PPD-positive.

Year 01:**Baseline evaluation:**

No. receiving skin test	370
No. returning for evaluation (95%)	352
No. PPD-positive (20%)	70
No. PPD-negative	282

Booster evaluation:

No. receiving skin test (95%)	268
No. returning for evaluation (95%)	255
No. PPD-positive (5%)	13
No. PPD-negative	242

638 skin tests will be performed in Portland and number of persons who will return for the skin test interpretation (and require respondent payments for this extra visit) will be 607 subjects.

09/30/93 93.279

3. SUPERSEDES AWARD NOTICE except that any additions or instructions previously imposed remain in effect unless specifically recorded.

4. GRANT NO. 1 R01 DA08808-01

5. ADMINISTRATIVE CODES CA

6. PROJECT PERIOD From 09/30/93 Through 08/31/96

7. BUDGET PERIOD From 09/30/93 Through 08/31/94

8. TITLE OF PROJECT (OR PROGRAM) (Limit to 56 spaces)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
 PUBLIC HEALTH SERVICE ATTACHMENT B
 NATIONAL INSTITUTES OF HEALTH
 NATIONAL INSTITUTE ON DRUG ABUSE

NOTICE OF GRANT AWARD
 AUTHORIZATION (Legislation/Regulation)

42 USC 241 42 CFR PART 52
 RESEARCH 016449

9. GRANTEE NAME AND ADDRESS

a. UNIVERSITY OF MINNESOTA
 RES & TECH TRANSFER ADMIN
 b. 1100 WASHINGTON AVE S SUITE 201
 MINNEAPOLIS, MN 55415
 c. ATTN: A R POTAMI

10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR, PRINCIPAL INVESTIGATOR) (LAST NAME FIRST AND ADDRESS)

LIFSON, ALAN R MD
 UNIVERSITY OF MINNESOTA
 DIV OF EPIDEMIOLOGY
 1300 S SECOND STREET SUITE 300
 MINNEAPOLIS, MN 55454-1015

11. APPROVED BUDGET (Excludes PHS Direct Assistance)

I PHS Grant Funds Only

II Total project costs including grant funds and all other financial participation I

(Select one and place NUMERAL in box.)

a. Salaries and Wages	\$ 31,451
b. Fringe Benefits	\$ 9,169
c. Total Personnel Costs	\$ 40,620
d. Consultant Costs	0
e. Equipment	2,500
f. Supplies	441
g. Travel	7,700
h. Patient Care—Inpatient	0
i. —Outpatient	0
j. Alterations and Renovations	0
k. Other	3,531
l. Consortium/Contractual Costs	176,464
m. Trainee Related Expenses	0
n. Trainee Stipends	0
o. Trainee Tuition and Fees	0
p. Trainee Travel	0
q. TOTAL DIRECT COSTS	\$ 231,256
r. INDIRECT COSTS (Rate * % of S&W/TADC)	\$ 20,917
s. TOTAL APPROVED BUDGET	\$ 252,173
t. SBIR Fee	0
u. Federal Share	\$ 252,173
v. Non-Federal Share	\$

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

a. Amount of PHS Financial Assistance (from Item 11.u.)	\$ 252,173
b. Less Unobligated Balance From Prior Budget Periods	0
c. Less Cumulative Prior Award(s) This Budget Period	0
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 252,173

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT.)

YEAR	TOTAL DIRECT COSTS / STIPENDS	YEAR	TOTAL DIRECT COSTS / STIPENDS
a. 02	310,721	d.	
b. 03	224,660	e.	
c.		f.	

14. APPROVED DIRECT ASSISTANCE BUDGET ON LIEU OF CASH:

a. Amount of PHS Direct Assistance	\$
b. Less Unobligated Balance From Prior Budget Periods	\$
c. Less Cumulative Prior Award(s) This Budget Period	\$
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: (Select One and Place LETTER in box.)

a. DEDUCTION

b. ADDITIONAL COSTS

c. MATCHING

d. OTHER RESEARCH (Add / Deduct Option)

e. OTHER (See REMARKS) B

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above.
 c. This award notice including terms and conditions, if any, noted below under REMARKS.
 d. PHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period.
 e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached - Yes No)

GRANT SPECIALIST: DEBRA CARLE (301) 443-6710
 PROGRAM OFFICIAL: KATHERINE DAVENNY (301) 443-1801

* BASE X RATE (\$ 52,292 X 40.00)

THIS GRANT IS INCLUDED UNDER EXPANDED AUTHORITIES.

PHS GRANTS MANAGEMENT OFFICER (Signature) *Gary Fleming* (Name-Typed/Print) DR. GARY FLEMING, CHIEF GMB, NIDA (Title)

17. DBL CLASS 41.4A 18. CRS - EIN 1416007513B7 19. LIST NO.:

20. a. 93 8429268	b. RIDA08808A	c.	d.	e.
21. a.	b.	c.	d.	e.
22. a.	b.	c.	d.	e.

1/10/94

TB in Drug Injectors: A Three-City Street-Based Study
Multnomah County Health Department Subcontract
Year 01

ATTACHMENT C

10/01/93-8/31/94

Personnel

<u>Name</u>	<u>Role in Project</u>	<u>% Effort</u>	<u>Salary Requested</u>	<u>Fringe Benefits</u>	<u>Totals</u>
Gary Oxman	Sr. Med. Consultant	5	0	0	0
Michael Stark	Res. Psy./Consultant	0	0	0	0
TBN	Outreach Worker	(6 mo) 100	12,184	4,509	16,693
TBN	Outreach Worker	(6 mo) 50	6,092	2,254	8,346
Diane McBride	Follow-Up Coordinator	(6 mo) 10	<u>1,239</u>	<u>499</u>	<u>1,738</u>
			19,515	7,262	26,777

Supplies

Office Supplies				275	
Tubersol				187	
Syringes		585 @ \$.10/each		<u>59</u>	521

Travel

Local Mileage		3,667 miles @ \$.27/mile			990
---------------	--	--------------------------	--	--	-----

Consortium

Oregon Health Division					8,703
------------------------	--	--	--	--	-------

Other Expenses

Client Incentives		556 clients @ \$10.00/each			5,560
Local Staff Training					<u>92</u>

Total Other Expenses					5,652
----------------------	--	--	--	--	-------

Total Direct Costs					42,643
--------------------	--	--	--	--	--------

Indirect Costs		(12.8% of \$33,940)			<u>4,344</u>
----------------	--	---------------------	--	--	--------------

Total Costs					46,987
-------------	--	--	--	--	--------

UNIVERSITY OF MINNESOTA

DEPARTMENTAL PURCHASE ORDER — POT

Shaded Areas Are For University Internal Use

ATTACHMENT D
Order Nbr. _____

 All 11 Digits Must Be Referenced On Invoice

Order Date (mccc) _____ Acctg Period (pccv) _____

Vendor Number _____
 Name _____
 Contact Name _____
 Address _____
 Address _____
 City State Zip _____

If Checked, this is a Confirming Order
 Do Not Duplicate

Contract Number (if applicable) _____
 Payment Terms **NET 30** Estimate Yes No
 Delivery Date (mmddyy) _____ FOB (see instructions)

Bill To: UNIVERSITY OF MINNESOTA
 Contact _____ Phone (incl A/C) _____
 Address **REFER TO ARTICLE _____ OF**
 Address **THE SUBCONTRACT AGREEMENT.**
 City State Zip _____

LOC Code _____
Internal Destination:
 Contact _____ Phone (incl A/C) _____
 Address _____
 Address _____
 City/State/Zip _____

Ship To: UNIVERSITY OF MINNESOTA
 Contact _____ Phone (incl A/C) _____
 Address _____
 Address _____
 City State Zip _____

Area	Org	Sub Org	Obj	Sub Obj	Job Number	Reporting Category	TOTAL AMOUNT

Split Account Distribution
 See Attached

DO NOT USE THIS FORM TO PURCHASE RESTRICTED COMMODITIES

Qty	Unit Meas	Description	Unit Price	Extension
		SUBCONTRACT UNDER PRIME (GRANT / CONTRACT) (Insert agency name, abbreviation & Grant/Contract No.) BETWEEN THE UNIVERSITY OF MINNESOTA AND Insert Subcontractor Name _____ FOR THE PERIOD _____ TO _____ REFER TO SUBCONTRACT AGREEMENT ARTICLE _____ FOR STATEMENT OF WORK, ARTICLE _____ FOR BILLING INSTRUCTIONS.		

I am familiar with University rules and State laws (M.S. 15.43) concerning purchasing and conflict of interest and have abided by those rules/laws in this purchase transaction
 Authorized Signature - Required _____ Date _____

For Department Use

MEETING DATE: MAR 24 1994

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovt. Agrmt. with City of Portland for Traffic Signal at
N. Marine Drive and N. Force Avenue

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation Division

CONTACT: Robert Johnson TELEPHONE #: 248-3588
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Robert Johnson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval is requested for installation of a traffic signal at N. Marine Drive and N. Force Ave., for the safety and convenience of the public traveling to and from the Portland Expo Center. All preliminary electrical installations have been made by the city at a cost of \$40,400 (unreimbursed). The remainder of the work to be completed is estimated to cost \$56,824. Upon completion of the signal by the city, the county will reimburse the city in the total estimated sum of \$96,824. The City of Portland will operate and maintain the signal at the city's expense.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

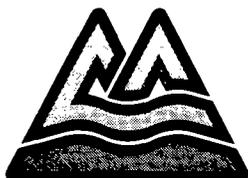
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

RJCK0684 .AGEN

*Originals Picked up by Robert Johnson
on 3-29-94.*

MULTIPLAH COUNTY
OREGON
1994 MAR 15 AM 11:49
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Nicholas/Bob Johnson, Transportation Division

TODAY'S DATE: February 24, 1994

REQUESTED PLACEMENT DATE:

RE: Intergovernmental Agreement with City of Portland for a Traffic Signal at N. Marine Drive and N. Force Ave.

I. Recommendation/Action Requested:

Transportation Division requests that the Chair of the Board of County Commissioners be authorized to execute the attached Intergovernmental Agreement.

II. Background/Analysis:

This Intergovernmental Agreement with the City of Portland is needed to make possible the installation of a traffic signal for the safety and convenience of the public traveling to and from the Portland Exposition Center.

Discussions were held between the County and the City of Portland concerning the installation of a traffic signal at N. Marine Drive and N. Force Ave. as early as 1991. Based on these discussions, the City installed the underground portions of the signal in 1993 with the expectation that they would be reimbursed for the entire cost of the traffic signal.

III. Financial Impact:

Under this agreement, the County will pay the costs for the City of Portland to install the traffic signal, which are estimated to be \$96,824. After installation of the signal is complete, the City of Portland will operate the signal at the City's own expense.

IV. Legal Issues:

This agreement may be amended by mutual written agreement by Multnomah County and the City of Portland. No legal issues or amendments to this Agreement are anticipated.

V. CONTROVERSIAL ISSUES:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None. The Expo Center is located on Marine Drive adjacent to the I-5 freeway and is not near any residential areas.

VIII. Other Government Participation:

The City of Portland has previously installed pole bases, the controller foundation, detector loops, and underground conduits for the traffic signal at N. Marine Drive and N. Force Ave. in 1993 at a cost of \$40,400 as part of the North Marine Drive Project. Under the proposed agreement, the County will reimburse the City of Portland for the work that has been done and pay for the work required for the City to complete the signal.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301534
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-8</u> DATE <u>3/24/94</u> <u>Deborah Bogstad</u> BOARD CLERK</p>
--	--	--

Department Environmental Services Division Transportation Date 2/24/94

Contract Originator Robert Johnson Phone X3588 Bldg/Room #425

Administrative Contact same as originator Phone same Bldg/Room _____

Description of Contract The City of Portland will install a traffic signal at N. Marine Drive and N. Force Avenue at County expense for the safety and convenience of the public traveling to and from the Portland Exposition Center. City will be responsible for operation and maintenance of signal.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland-Office of Transp.

Mailing Address 1120 SW Fifth Ave., Suite 802
Portland, OR 97204-1971

Phone 823-7004

Employer ID# or SS# _____

Effective Date Upon execution

Termination Date Upon completion

Original Contract Amount \$ 96,824.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 96,824.00

REQUIRED SIGNATURES:

Department Manager *Betsy Willia*

Purchasing Director (Class II Contracts Only) _____

County Counsel *De Bay*

County Chair / Sheriff *Shirley Stein*

Contract Administration (Class I, Class II Contracts Only) _____

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input checked="" type="checkbox"/> Lump Sum \$ <u>96,824.00</u>	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

Encumber: Yes No
Date 3/9/94

Date _____

Date 3/11/94

Date 3/24/94

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV.SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6139			8300					
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

This is an agreement between the City of Portland (City) and Multnomah County (County) to provide for installation of a traffic signal at N. Marine Drive and N. Force Avenue.

RECITALS

1. The City is responsible for installation and maintenance of traffic signals on City streets.
2. The County has requested the City to install a traffic signal at N. Marine Drive and N. Force Ave (traffic signal) at County expense for the safety and convenience of the public traveling to and from the Portland Exposition Center (Exposition Center).
3. The County and City, as a cost saving measure, have jointly developed a phased plan for installation of the traffic signal in conjunction with the N. Marine Drive Project.
4. The City has completed design, plans, specifications, and a current total cost estimate (shown as **Exhibit A**) for the traffic signal and forwarded this material to the County for review, comments, and agreement to pay the City for the traffic signal based on the current Total Cost Estimate (**Exhibit A**) to be adjusted for final costs at time of completion under terms of this agreement.
5. The County has reviewed said plans and estimate (**Exhibit A**) in Paragraph 3 above and is prepared to pay for the traffic signal under terms of this agreement.
6. The City has installed pole bases, the controller foundation, detector loops, and underground conduit for the traffic signal (Phase I work) at the N. Marine Drive/Force Ave intersection in 1993 under construction of the North Marine Drive Project at that location at a total cost of \$40,400 as documented in **Exhibit A**.
7. In March 1994, the City Bureau of Traffic Management plans to advertise for bids for a Contract to install traffic signals at several locations including the completion of traffic signal installation (Phase II work) at N. Marine Drive/Force Ave.
8. The City will complete installation and maintain the traffic signal under certain terms and conditions, and the Parties hereto agree as follows:

AGREEMENT

1. City Obligations

- (a) City shall design and construct the entire traffic signal system including necessary striping and signing to City of Portland Standard Construction Specifications at the intersection of N. Marine Drive and N. Force Avenue.
- (b) Prior to advertising for bids for the remaining traffic signal work (Phase II work), the City shall provide the County with contract plans, specifications. **Exhibit A** is the current Total Cost Estimate for the traffic signal installation: Phase I (amount expended) plus Phase II (estimated cost of remaining work).

Exhibit A is the basis for the initial payment by the County covered in Paragraph 2.(a) below.

- (c) The City shall award a Contract to the lowest acceptable bidder, according to the City's standard bid and contract award procedures. The City shall provide the County with a copy of the bid results for Phase II traffic signal work. If the bid amount for Phase II is more than 10% over the Phase II Construction Cost Estimate shown on **Exhibit A**, then the City Project Manager shall request the County Project Manager to review and provide the City in writing County approval for the City to accept the bid and proceed with completion of remaining signal work.
- (d) While it is expected that the Phase II traffic signal Contract will include signal work at other intersections, the Phase II work (at N. Marine Drive and N Force Avenue) will be a separate bid item. Construction Engineering & Management and Bureau of Maintenance time and material costs associated with Phase II work at N. Marine Drive & N Force Avenue will be tracked separately from other signal work in the Contract.
- (e) The City Project Manager shall keep the County advised of the status of Phase II work and provide the County Project Manager with any plan revisions and change orders.
- (f) Within 90 days after Phase II Contract work is certified complete, the City shall provide the County a copy of the completion certificate and a Final Total Cost and Payment Statement (Statement) which will include final adjusted Phase II costs shown on **Exhibit A** including final construction engineering and management costs (not to exceed 15% of total final construction costs) and final adjusted Bureau of Maintenance cost item not to exceed 15% over the **Exhibit A** amount for this item. This final Statement shall show (1) the balance due from the County to the City if the final total adjusted Phase II work amount is greater than the original amount paid by County or (2) the Statement shall show the amount the City shall reimburse to the County if the final total adjusted amount is less than the initial payment made by the County as covered in Paragraph 2.(b). Said payment by either Party shall be made within 60 days after the County receives this final Statement from the City.
- (g) Should it be necessary for the City to reject the Contract bid for the Phase II work or terminate the Contract prior to completion of work, then the City shall return to the County within 30 days of the rejection or termination notice, the portion of the initial payment by the County for traffic signal work not completed with a Final Total Cost and Payment Statement.
- (h) After installation of the traffic signal is completed, the City Bureau of Traffic Management will be fully responsible for the operation and maintenance of the traffic signal and will coordinate with the County and Exposition Center as needed to maintain effective operation and timing of the traffic signal during Expo events.

2. County Obligations

- (a) Prior to the City's advertisement for bids for installation of the remaining traffic signal work (Phase II work), the County shall make an initial payment in the total amount shown on **Exhibit A** as covered in Paragraph 1.(b) for the completed Phase I work and the estimated cost of the Phase II work.
- (b) When the Contract work on the traffic signal is certified complete by the City, the City shall provide the County a copy of the completion certificate and the Total Final Cost and Payment Statement (Statement) as covered in Paragraph 1.(f) above. If the final adjusted total cost on this Statement is greater than the initial payment made by the County, the County shall pay the City the balance due as shown on the Statement. If the final adjusted total cost on the Statement is less than the initial payment made by the County, then the City shall return the amount in excess of the initial payment to the County as covered in Paragraph 1.(f).
- (c) The County Project Manager in conjunction with the Portland Exposition Center will coordinate as needed with the City Project Manager with the installation of the traffic signal during Expo events.
- (d) After installation of the traffic signal, the County and Exposition Center will continue to coordinate as needed with the City Bureau of Traffic Management in order for the City to maintain effective operation and timing of the traffic signal during Expo events.

3. City and County Project Managers

- (a) The City Project Manager shall be John Bustraan or such other person as shall be designated in writing by the head of the Bureau of Traffic Management.
- (b) The County Project Manager shall be Robert Johnson or such other person as shall be designated in writing by the head of the Department of Environmental Services.
- (c) The Project Managers are authorized to approve work and give notices referred to herein, to deliver notice to terminate this Agreement as provided herein, and to carry out any other City or County actions referred to herein.

4. Termination of Agreement

This Agreement may be terminated by mutual agreement of the Parties in the event that Phase II bids are rejected or the Contract for Phase II is terminated prior to its completion and after payments for Phase I & II work have been finalized between the Parties as covered in the terms of this Agreement.

5. Amendments

By mutual agreement this Agreement may be amended by a written document signed by the authorized representatives of each party.

6. Compliance with Laws

In connection with their activities under this Agreement, the City, and County shall comply with all applicable federal, state, and local laws and regulations.

7. Oregon Law and Forum

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) Any Litigation between the City and the County under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

8. Indemnification

- (a) To the extent permitted by Oregon law, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the installation of the traffic signal, excepting claims described in the following subparagraph, or the County's negligence under this Agreement.
- (b) To the extent permitted by Oregon law, the City shall hold harmless, defend, and indemnify the County's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) brought against them arising from the City's negligence under this Agreement.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: _____
Commissioner of Public Works

By: *[Signature]*
Chair

Date: _____

Date: 3/24/94

By: _____
Auditor

REVIEWED: *[Signature]*
By: _____
Assistant County Counsel

APPROVED AS TO FORM:

Deputy City Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 3/24/94
Deborah Bogstad
BOARD CLERK

EXHIBIT A

ESTIMATE FOR INSTALLATION OF TRAFFIC SIGNAL
AT N. MARINE DRIVE AND N. FORCE AVENUE

February 9, 1994

<u>ACTIVITY</u>	<u>TOTAL EST.</u>
PHASE I - Completed Work	
Phase I - Construction: Pole Bases, Controller Foundation, Detector Loops, and underground Conduit - This Work Completed Sept. 1993 (N. Marine Drive Project Contract C11149, Bid Item No. 104):	\$38,000
Phase I - Construction Engineering & Mgmt.	<u>2,400</u>
Phase I - Total Cost (Expended)	\$40,400
PHASE II - Remaining Work	
Phase II - Construction Cost Estimate (Includes 10% contingencies)	\$48,660
Phase II - Construction Engineering & Mgmt.	4,064
Turn-on, Testing, Signing, & Pavement Marking (By Bureau of Maintenance)	<u>3,700</u>
Phase II - Total Cost Estimate	\$56,424
PHASE I + PHASE II - Total Cost Estimate	\$96,824