

ANNOTATED MINUTES

*Tuesday, April 19, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602*

EXECUTIVE BUDGET PRESENTATION

- P-1 *The Multnomah County Board of Commissioners, Convening as the Multnomah County Budget Committee, Meeting for the Purpose of Hearing the Proposed Executive Budget as Presented by Chair Beverly Stein.*

CHAIR BEVERLY STEIN PRESENTED EXECUTIVE BUDGET DOCUMENT AND DELIVERED HER BUDGET MESSAGE.

- P-2 *Multnomah County Revenue Overview. Presented by Dave Warren. (Immediately Following Executive Budget Presentation.)*

DAVE WARREN AND MARK CAMPBELL PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

*Tuesday, April 19, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 *Discussion of the Ambulance Service Planning Process to Review Alternatives for the Ambulance Service and Ambulance Plan Amendments. Presented by Bill Collins.*

BILL COLLINS AND GARY OXMAN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 *Presentation and Discussion of the Site Selection for the Midland Library. Presented by Commissioner Sharron Kelley, Ginnie Cooper and Larry Brown of the Portland Development Commission.*

SHARRON KELLEY, LARRY BROWN, JIM EMERSON, JEANNE GOODRICH, DAVE BOYER AND BOB OBERST PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF DIRECTED TO OBTAIN SPECIFIC INFORMATION FOR BOARD EXECUTIVE SESSION TO DISCUSS REAL PROPERTY TRANSACTION SCHEDULED FOR 1:30 PM, TUESDAY, MAY 3, 1994.

*Thursday, April 21, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-2) WAS UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- C-1 *Ratification of an Intergovernmental Agreement, Contract #104974, between Multnomah County Community and Family Services Division, Youth Program Office and Reynolds School District to Purchase Middle School Support Services for At-Risk Youth, for the Period Upon Execution through September 30, 1994*

DEPARTMENT OF HEALTH

- C-2 *Ratification of an Intergovernmental Agreement, Contract #201854, between Multnomah County Health Department and the Oregon Health Sciences University, Hospital Dental Services to Provide Dental Specialty Care to Clients Referred by the County, for the Period February 1, 1994 through 30 Days Written Notice*

REGULAR AGENDA

DISTRICT ATTORNEY'S OFFICE

- R-1 *PROCLAMATION in the Matter of Proclaiming the Week of April 24 - 30, 1994 as OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. MICHAEL SCHRUNK READ PROCLAMATION AND IN RESPONSE TO A QUESTION OF COMMISSIONER SALTZMAN, EXPLAINED THERE IS A VICTIMS ASSISTANCE TRAINING COURSE SCHEDULED THIS FALL, WHICH IS OPEN TO STUDENT AND ADULT ON CALL VOLUNTEERS. MR. SCHRUNK SUGGESTED THAT INTERESTED PERSONS CALL 248-3162 FOR FURTHER INFORMATION. PROCLAMATION 94-66 UNANIMOUSLY APPROVED.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE TWO FOLLOWING ITEMS WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- UC-1 *PROCLAMATION in the Matter of Proclaiming April 28, 1994 as WORKERS*

MEMORIAL DAY

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF UC-1. PROCLAMATION READ. CHAIR STEIN ENCOURAGED EMPLOYEES TO ATTEND A MEMORIAL CEREMONY SCHEDULED FROM 11:00 AM - 1:00 PM AT ST. JAMES LUTHERAN CHURCH ON THURSDAY, APRIL 28. PROCLAMATION 94-67 UNANIMOUSLY APPROVED.

UC-2 *PROCLAMATION in the Matter of Proclaiming April 26-28, 1994 as WEEK OF DEMOCRACY for South Africa*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF UC-2. PROCLAMATION READ. IN RESPONSE TO A QUESTION OF VICE-CHAIR COLLIER, CHAIR STEIN ADVISED THAT REPRESENTATIVE AVEL GORDLY REQUESTED BOARD CONSIDERATION OF THIS PROCLAMATION. PROCLAMATION 94-68 UNANIMOUSLY APPROVED.

MULTNOMAH COUNTY BUDGET COMMITTEE

(Recess as the Board of County Commissioners and convene as Budget Committee)

R-2 *RESOLUTION in the Matter of Submitting the Chair's Proposed 1994-95 Budget to the Tax Supervising and Conservation Commission as Required by Law*

CHAIR STEIN READ STATEMENT ADVISING SHE IS ASKING THE BOARD FOR AUTHORIZATION TO TRANSMIT THE EXECUTIVE BUDGET TO THE TAX SUPERVISING AND CONSERVATION COMMISSION IN ORDER TO COMPLY WITH A PROCEDURAL STEP REQUIRED BY LAW TO ALLOW AMPLE TIME FOR TSCC ANALYSIS. CHAIR STEIN REPORTED THAT TRANSMITTAL OF THIS BUDGET DOES NOT IN ANY WAY IMPLY BOARD APPROVAL, EXPLAINING THE BOARD WILL CONDUCT EXTENSIVE REVIEW OF THE DEPARTMENTAL SUBMISSIONS AND HOLD A SERIES OF PUBLIC HEARINGS BEFORE APPROVING THE COUNTY BUDGET ON JUNE 16, 1994. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, TO SUBMIT THE CHAIR'S PROPOSED 1994-95 BUDGET TO THE TAX SUPERVISING AND CONSERVATION COMMISSION.

SHERIFF ROBERT SKIPPER, TOM CROPPER, ARDEN BALLOU, CAROL WILLIAMS, DAVID RIPMA, MAYOR PAUL THALHOFER, CHIEF BRENT COLLIER, SYLVIA FRANKS, SALLY LUCERO, LOUISE WEIDLICH AND LORA CRESWICK TESTIMONY EXPRESSING CONCERN FOR PROPOSED SHERIFF'S OFFICE REDUCTIONS. MS.

BALLOU SUBMITTED A PROPOSED BALLOT TITLE AND REQUESTED THAT THE BOARD INITIATE ACTION REGARDING AN AMENDMENT TO THE MULTNOMAH COUNTY CHARTER.

COMMISSIONER SALTZMAN ADVISED HE WILL SUPPORT TODAY'S PROCEDURAL ACTION, BUT WILL WITHHOLD FROM TAKING ANY POSITION ON THE SHERIFF'S BUDGET UNTIL AFTER THE PUBLIC HEARING PROCESS. CHAIR STEIN EXPRESSED INTEREST IN GOING TO THE LEGISLATURE NEXT YEAR TO HAVE STATE LAW CHANGED AS THE CURRENT DEADLINE IS NO LONGER APPLICABLE DUE TO RAMIFICATIONS OF MEASURE 5. COMMISSIONER KELLEY READ A STATEMENT ADDRESSING HER OBJECTIONS TO THE PROPOSED SHERIFF'S DEPUTY TRANSFERS. COMMISSIONER KELLEY SUGGESTED THAT THE BOARD DELAY SUBMITTING THE EXECUTIVE BUDGET TO TSCC FOR FURTHER STUDY, AND ADVISED SHE WILL BE SUBMITTING PROPOSED BUDGET AMENDMENTS FOR BOARD CONSIDERATION PRIOR TO THE JUNE VOTE. COMMISSIONER COLLIER COMMENTED IN OPPOSITION TO SENDING THE PROPOSED EXECUTIVE BUDGET TO TSCC AND EXPRESSED CONCERN REGARDING THE APPROPRIATENESS OF THE MAYOR AND CHAIR SIGNING AN AGREEMENT CONCERNING SUCH A MASSIVE POLICY CHANGE WITHOUT IN DEPTH CONVERSATIONS, CITIZEN INVOLVEMENT AND INPUT. COMMISSIONER HANSEN COMMENTED IN SUPPORT OF TODAY'S PROCEDURAL PROCESS AND ADVISED HE PLANS ON LISTENING TO CITIZEN INPUT PRIOR TO MAKING BUDGET DECISIONS. CHAIR STEIN READ THE TRANSMITTAL LETTER DRAFTED TO ACCOMPANY THE EXECUTIVE BUDGET PROPOSAL WHICH ADVISES TSCC THAT IT IS NOT AN APPROVED BUDGET, DOES NOT IN ANY WAY IMPLY BOARD APPROVAL, AND STATES THAT THE COUNTY WILL BE CONDUCTING AN EXTENSIVE REVIEW OF THE DEPARTMENTAL SUBMISSIONS AND HOLD A SERIES OF PUBLIC HEARINGS BEFORE APPROVING A BUDGET ON JUNE 16. CHAIR STEIN ADVISED THE LETTER ALSO STATES THAT SUBMISSION OF THE EXECUTIVE BUDGET IS TO SIMPLIFY THE HEARING AND APPROVAL PROCESS AND TO ENSURE THE MOST UP TO DATE FINANCIAL INFORMATION PRIOR TO FINAL PASSAGE. CHAIR STEIN INVITED CITIZEN PARTICIPATION IN THE UPCOMING BUDGET PROCESS.

LARRY KRESSEL RESPONSE TO QUESTION OF COMMISSIONER SALTZMAN CONCERNING ACKNOWLEDGEMENT OF BOARD RECEIPT OF THE UPDATED VERSION OF PROPOSED RESOLUTION.

COMMISSIONER SALTZMAN EXPLAINED THE UPDATED RESOLUTION OMITS ANY REFERENCE TO THE WORD APPROVE AND SUBSTITUTES THE WORD TRANSMIT OR SUBMIT.

RESOLUTION 94-69 APPROVED, WITH COMMISSIONERS HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND COLLIER VOTING NO.

(Recess as the Budget Committee and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

R-3 RESOLUTION in the Matter of Approving the Consolidated Cable Communications Commission Proposed FY 1994-95 Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. JACK ADAMS REPORTED ON PLANS TO CHANGE NAME TO MT. HOOD CABLE COMMUNICATION. MR. ADAMS AND DAVID OLSON BUDGET EXPLANATION. COMMISSIONERS COLLIER AND SALTZMAN COMMENTS IN SUPPORT. RESOLUTION 94-70 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-9 Citizen Involvement Committee Volunteer Recognition Awards Ceremony. Reception to Follow.

COMMISSIONERS KELLEY, COLLIER, SALTZMAN, HANSEN AND STEIN GREETED, ACKNOWLEDGED AND PRESENTED AWARDS TO VOLUNTEERS DEBORAH ABRAMOVITZ, PAULINE ANDERSON, JUDITH ASHBY, TRICIA AZZONE, TERRY BEARD, CHARLES BECKER, IRIS BELL, ROBIN BLOOMGARDEN, RIAN BROWN, KHAI CHAI, KATHRYN CHRISTENSEN, KACIE CHRISTIE, MATTHEW CRANE, CHUCK CURRIE, BOBBY CURTIS, JANINE DELAUNAY, KATHRYN ESTEY, EMILY FITZ, PRESTON FOSTER, DAVID FRANKS, LORA GOODE, MURIEL GOLDMAN, JANE GRAYBILL, SUSAN GRISHAM, WILLIE HARPER, DION HILL, OLIVE HILTON, MONICA HO, TOM HOLMES, RENEE HYLTON, FRAN ILLINGWORTH, GARY INDRA, DERRY JACKSON, SHANNON JEFFREY, EHRA JETT, MARK JONES, ROBERT JONES, HEATHER KNAPP, RICHARD LEONARD, CHARLES LONG, KAY LOWE, DENISE MAGNUS, STEPHEN MANNING, MARY McCLELLAN, ELAINE MILLER, DOUG MONTGOMERY, JESSICA MORENO, CAROLE MURDOCK, CLINTON NELSON, ANGEL OLSEN, KRIS OLSON ROGERS, B.J. OSHIRO, TRACY PERSONS, JACK PESSIA, AMY

PETERSON, NANCY PETERSON, NARCISA PIMENTEL, DONNA POMERENKE, MICHAEL POWELL, MARCIA PRY, JEAN RIDINGS, ROOSEVELT ROBINSON, RICK SANDERS, MARY ANN SCHWAB, IKHLAS SHAH, RAMONA SOTO RANK, ROBERT STOICO, PATTY STRAND, ROD STRAND, ANDREW THALER, DANA THOMAS, JUANITA VOGT, JACK WAGNER, JEFF WHITE, BARBARA WIGGIN, STERLING WILLIAMS, DONNA WINTER, GRACE WONG, RALPH WRIGHT AND MIKE ZOLLITSCH. CHAIR STEIN ACKNOWLEDGED ASSISTANCE OF CITIZEN INVOLVEMENT OFFICE STAFF CAROL WARD.

- R-4** *RESOLUTION in the Matter of Creating a Neighborhood Greenspaces Concept Development Committee to Establish Greenspace Screen Criteria in the County Tax Foreclosure Process*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. COMMISSIONER SALTZMAN EXPLANATION. CHAIR STEIN DISCUSSED HER PROPOSED AMENDMENTS. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF PROPOSED AMENDMENTS. JOHN SWANSON TESTIMONY CONCERNING NEED FOR HOMELESS AND LOW-INCOME HOUSING AND REQUEST THAT COUNTY BE SENSITIVE TO HOUSING NEEDS WHEN MAKING GREENSPACES DECISIONS. COMMISSIONERS SALTZMAN, COLLIER AND HANSEN ASSURANCES AND COMMENTS IN RESPONSE. AMENDMENTS TO PAGE 1, PARAGRAPH 7, ADDING "AND A REPRESENTATIVE FROM THE NE CITIES" AND PAGE 1, PARAGRAPH 9, ADDING "THE NE CITIES PLANS AND THE COLUMBIA RIVER GORGE NATIONAL SCENIC PLANS", UNANIMOUSLY APPROVED. RESOLUTION 94-71 UNANIMOUSLY APPROVED AS AMENDED.

Commissioner Saltzman left at 11:50 a.m.

- R-5** *Request for Approval of a Notice of Intent to Apply for a \$15,000 Grant from the Oregon Community Foundation to Fund a Staff Position to Assist Residents*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. HELEN RICHARDSON EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6** *Ratification of an Emergency Request for an Exemption from the Competitive RFP Process to Select a Broker to Market the Retail Space in the McCoy Building*

COMMISSIONER HANSEN MOVED AND COMMISSIONER

COLLIER SECONDED, APPROVAL OF R-6. JIM EMERSON, DWAYNE PRATHER AND CHAIR STEIN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. EMERGENCY REQUEST UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-7 *Request for Approval of a Notice of Intent to Apply for a Grant from the Federal Environmental Protection Agency (EPA) for Community Level Implementation of Integrated Pest Management*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. PETER DeCHANT EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

PUBLIC COMMENT

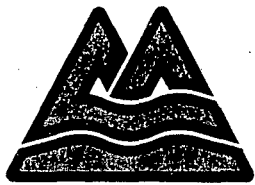
R-8 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 12:05 p.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

APRIL 18, 1994 - APRIL 22, 1994

Tuesday, April 19, 1994 - 9:30 AM - Executive Budget Page 2
Presentation

Tuesday, April 19, 1994 - 1:30 PM - Briefings Page 2

Thursday, April 21, 1994 - 9:30 AM - Regular Meeting Page 2

PLEASE NOTE: MAY 26, 1994 MEETING CANCELLED

*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 30 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, April 19, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

EXECUTIVE BUDGET PRESENTATION

- P-1 The Multnomah County Board of Commissioners, Convening as the Multnomah County Budget Committee, Meeting for the Purpose of Hearing the Proposed Executive Budget as Presented by Chair Beverly Stein.*
- P-2 Multnomah County Revenue Overview. Presented by Dave Warren. (Immediately Following Executive Budget Presentation.)*
-

Tuesday, April 19, 1994 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Discussion of the Ambulance Service Planning Process to Review Alternatives for the Ambulance Service and Ambulance Plan Amendments. Presented by Bill Collins. 1:30 PM TIME CERTAIN, 2 HOURS REQUESTED.*
- B-2 Presentation and Discussion of the Site Selection for the Midland Library. Presented by Commissioner Sharron Kelley, Ginnie Cooper and Larry Brown of the Portland Development Commission. 3:30 PM TIME CERTAIN, 1 HOUR REQUESTED.*
-

Thursday, April 21, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

COMMUNITY AND FAMILY SERVICES DIVISION

- C-1 Ratification of an Intergovernmental Agreement, Contract #104974, between Multnomah County Community and Family Services Division, Youth Program Office and Reynolds School District to Purchase Middle School Support Services for At-Risk Youth, for the Period Upon Execution through September 30, 1994.*

DEPARTMENT OF HEALTH

- C-2 *Ratification of an Intergovernmental Agreement, Contract #201854, between Multnomah County Health Department and the Oregon Health Sciences University, Hospital Dental Services to Provide Dental Specialty Care to Clients Referred by the County, for the Period February 1, 1994 through 30 Days Written Notice*

REGULAR AGENDA

DISTRICT ATTORNEY'S OFFICE

- R-1 *PROCLAMATION in the Matter of Proclaiming the Week of April 24 - 30, 1994 as OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County*

MULTNOMAH COUNTY BUDGET COMMITTEE

(Recess as the Board of County Commissioners and convene as Budget Committee)

- R-2 *RESOLUTION in the Matter of Submitting the Chair's Proposed 1994-95 Budget to the Tax Supervising and Conservation Commission as Required by Law*

(Recess as the Budget Committee and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

- R-3 *RESOLUTION in the Matter of Approving the Consolidated Cable Communications Commission Proposed FY 1994-95 Budget*
- R-4 *RESOLUTION in the Matter of Creating a Neighborhood Greenspaces Concept Development Committee to Establish Greenspace Screen Criteria in the County Tax Foreclosure Process*
- R-5 *Request for Approval of a Notice of Intent to Apply for a \$15,000 Grant from the Oregon Community Foundation to Fund a Staff Position to Assist Residents*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 *Ratification of an Emergency Request for an Exemption from the Competitive RFP Process to Select a Broker to Market the Retail Space in the McCoy Building*

DEPARTMENT OF HEALTH

- R-7 *Request for Approval of a Notice of Intent to Apply for a Grant from the*

*Federal Environmental Protection Agency (EPA) for Community
Level Implementation of Integrated Pest Management*

PUBLIC COMMENT

R-8 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited
to Three Minutes Per Person.*

NON-DEPARTMENTAL

R-9 *Citizen Involvement Committee Volunteer Recognition Awards Ceremony.
Reception to Follow. 10:30 AM TIME CERTAIN, 1 HOUR REQUESTED.*



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
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TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

SUPPLEMENTAL AGENDA

Thursday, April 21, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR BOARD MEETING

UNANIMOUS CONSENT ITEMS

NON-DEPARTMENTAL

- UC-1 *PROCLAMATION in the Matter of Proclaiming April 28, 1994 as WORKERS MEMORIAL DAY*
- UC-2 *PROCLAMATION in the Matter of Proclaiming April 26-28, 1994 as WEEK OF DEMOCRACY for South Africa*

MEETING DATE: APR 21 1994

AGENDA NO: C-1

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Between Community and Family Services Division and Reynolds School District, for Middle School Support Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/James Edmondson

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, Youth Program Office has allocated \$21,788 to purchase middle school support services for East County youth. The Reynolds School District is serving as the contractor; funds are distributed among six schools based on population: Parkrose, Reynolds, Gresham, David Douglas, Centennial, and Orient. The funds purchase tutoring, student development, case management, and staff development for middle school age students at risk of dropping out of school.

The contract extends to September 30, 1994 to cover summer activities planned by the schools.

4/22/94 ORIGINALS TO Cilla Murray

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

rsd94.bcc

BOARD OF
COUNTY CLERK
MULTNOMAH COUNTY
OREGON
1994 APR 12 PM 2:36



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 *LP/RK*
DATE: March 16, 1994
SUBJECT: Contract with Reynolds School District

I. Recommendation/Action Requested: The Community and Family Services Division, Youth Program recommends Board of County Commissioner approval of the attached contract with Reynolds School District, for the period upon execution through September 30, 1994.

II. Background/Analysis: The Community and Family Services Division, Youth Program has allocated \$21,788 to purchase middle school support services for East County students at risk of dropping out of school. The funds are distributed to six schools working with Reynolds School District, which is serving as contracting and fiscal agent. Services purchased include tutoring, student development, student pride, staff development, and case management.

The services in this contract are intended to retain middle school age students in school. The contract extends through the summer to allow for summer activities.

III. Financial Impact: The \$21,788 is included in the Division budget.

IV. Legal Issues: The contractor was selected through a competitive selection process.

V. Controversial Issues: n/a

VI. Link to Current County Policies: These services relate to benchmarks on academic achievement and student retention.

VII. Citizen Participation: The allocation of funds for these services was approved by the Children and Families Commission.

VIII. Other Government Participation: This is an intergovernmental contract with an East County school district, to fund services in six school districts.

rsd94.srs

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 104974

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (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 align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>4/21/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: 3/16/94
Contract Originator: Cilla Murray Phone: 248-3691 ext.6296 Bldg/Room: 161/2nd
Administrative Contact: Cilla Murray Phone: 248-3691 ext.6296 Bldg/Room: _____
Description of Contract: Purchases middle school support services for at-risk youth.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ JQRF

<p>Contractor Name: <u>Reynolds School District</u></p> <p>Mailing Address: <u>1204 N.E. 201st Avenue</u> <u>Troutdale, Oregon 97060-2499</u></p> <p>Phone: <u>(503) 661-7200</u></p> <p>Employer ID# or SS#: <u>93-600836</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>September 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>21,788</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>
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REQUIRED SIGNATURES: [Signature] Date: March 16, 1994
Department Manager: _____
Purchasing Director: _____ Date: _____
(Class II Contracts Only)
County Counsel: [Signature] Date: 8 Apr 94
County Chair/Sheriff: [Signature] Date: April 21, 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 DESCRIPT	AMOUNT	INC DEC IND
01	156	010	0207			6060		1771	SRI	\$ 8,919	
02	156	010	0207			6060		1729	CGF	\$12,870	

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

TERM OF CONTRACT: From Upon Execution
CONTRACTOR NAME: Reynolds School District
CONTRACTOR ADDRESS: 1204 N.E. 201st Avenue
Troutdale, Oregon 97060-2499

To: September 30, 1994
TELEPHONE: 661-7200
IRS NUMBER: 93-600836

This contract is between the Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Reynolds School District, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below. For fee-for-service programs, COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below. For cost reimbursement programs, COUNTY agrees to reimburse CONTRACTOR for expenditures made in providing those services up to the amounts specified below and as approved in a line item budget.

Service	Units	Rate	Maximum County Funds
PARKROSE Academic Tutoring	150.5 hours	\$15.17	\$2,284
REYNOLDS Student Development	40 students	122.30	4,892
GRESHAM School Pride	24 projects	247.42	5,938
DAVID DOUGLAS Case Management	118 hours	36.47	4,303
CENTENNIAL Academic Tutoring	239 hours	15.17	3,624
ORIENT Staff Development	17 hours	43.94	747
			<u>\$21,788</u>

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY. For cost reimbursement programs, all project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

d. For Community Action and Community Development programs, CONTRACTOR shall ensure that low income persons (with incomes less than 125% of poverty) or others on their behalf have a right to request information and service.

e. CONTRACTOR shall ensure that its employees are adequately trained to carry out the activities required under this contract and, if applicable to the program, shall verify that its employees are processing any eligibility determinations and service authorizations correctly.

f. CONTRACTOR shall transfer existing client load to this contract to ensure continuity of service.

g. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract.

h. Provision of services under this contract is restricted to Multnomah County.

i. CONTRACTOR agrees to participate with the COUNTY in any evaluation project or performance report, as designated by COUNTY or funding agency, and to make available all information required by such evaluation process.

2. Consideration

a. CONTRACTOR shall be reimbursed on a fee-for-service and/or cost-reimbursement basis according to the schedule set forth on page 1 of this contract. For cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR.

b. Depending on funding source rules, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$1,815. An additional advance up to 15 days of the contract funding amount (\$908) may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$2,723. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

c. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Cost-reimbursement payment requests shall be supported by dated and signed documentation in the form of time sheets, receipts, and bills for other expenses pertinent to contract services. Such requests are due to COUNTY on or before the close of business on the seventh working day of each month.

Required fiscal, program, and progress reports, which support payment requests, shall be submitted on or before close of business the seventh working day of each month. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

d. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at 80% of planned levels, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required

reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

f. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency. Funding under this contract shall not be used to reduce substantially the amount of private funding available for contract services before the contract funds became available.

g. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

h. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

i. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

3. Program Reporting Requirements

a. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

b. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect shall result in delayed reimbursement.

c. All final program reports shall be submitted to the COUNTY by the forty-fifth (45th) calendar day following the end of the effective period for that program.

d. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

4. Operating Hours

CONTRACTOR shall notify COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays

designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

5. Contract Amendments

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed.

6. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period up through June 30, 1995. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply.

7. Special Conditions

CONTRACTOR shall provide services in accordance with any program instructions prepared by the Community and Family Services Division, Youth Program for these services.

PART B. GENERAL CONDITIONS

1. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

2. Authority of Designated Representatives

a. CONTRACTOR agrees to recognize the Director of the Housing and Community Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

b. CONTRACTOR shall designate an individual to be responsible for administration of the contracted program, including coordination with COUNTY. CONTRACTOR shall further designate one or more individuals to be authorized to sign payment requests under this contract. The names and signatures of these individuals shall be provided to COUNTY and maintained in COUNTY'S program files.

3. Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

4. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

5. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect

services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

6. Conflict of Interest

a. No officer, employee, or agent of COUNTY or CONTRACTOR who exercises any functions or responsibilities in connection with services under this contract shall have any personal financial interest, direct or indirect, in this contract, and CONTRACTOR shall take appropriate steps to assure compliance.

b. CONTRACTOR agrees to incorporate the following language in any subcontract(s) made pursuant to this contract:

"SUBCONTRACTOR covenants that no person who presently exercises any functions or responsibilities in connection with services under this subcontract has any personal financial interest, direct or indirect, in this subcontract. SUBCONTRACTOR further covenants that he/she presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The SUBCONTRACTOR further covenants that in the performance of this subcontract, no person having any conflicting interest will be employed. Any interest on the part of the SUBCONTRACTOR or his/her employees must be disclosed to CONTRACTOR and COUNTY."

7. Fiscal and Audit Requirements

a. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Such records shall identify the source and application of funds for activities within this contract, and shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

b. CONTRACTOR has established a fee-for-service price for each service provided under this contract which is based on cost of providing the service or has established the costs for each cost-reimbursement service provided under this contract. CONTRACTOR represents and warrants that these prices and costs are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract.

c. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year provided the audit period includes at least six (6) months of this contract period. Said audit shall be performed according to federal and state law and rules. If COUNTY deems CONTRACTOR to be a "subrecipient" of federal funds passed through the COUNTY, the audit shall comply with OMB Circular A-133, which applies federal Single Audit Act of 1984, Public Law 98-502 to nonprofit organizations. A copy of the audit and accompanying management letter shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. The audit shall include,

at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

8. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR shall notify COUNTY of all grievances which it is not able to resolve and shall process the grievances as directed by COUNTY.

9. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this contract. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.

10. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

11. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a standard Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

14. Monitoring, Enforcement, and Termination

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with any term of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 4.b.,

notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

e. This contract may be terminated by either party by thirty (30) days written notice to the other party.

f. Immediate termination by COUNTY may occur under any of the following conditions:

- 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
- 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
- 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

g. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or

termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

h. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money, property, and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

i. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

15. Nondiscrimination

a. CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation laws, statutes, rules, and regulations.

b. CONTRACTOR shall submit a proposed workplan for addressing efforts toward ensuring racial, cultural, and disabled diversity in the organization and among client populations, to be received by COUNTY no later than 60 days after contract execution for new contracts and as part of the contract renewal package for contract renewals. Additionally, CONTRACTOR shall submit an annual report indicating staff, client, and board composition and CONTRACTOR'S progress in reaching cultural diversity plans.

16. Ownership of Work Product

Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices, and [All] work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

17. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR.

18. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

PART C. GENERAL CONDITIONS: YOUTH PROGRAM SERVICES

1. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

2. Contract Disputes

Disputes arising from this contract shall be resolved when possible at the lowest appropriate management levels, followed by consultation with the Community Children and Youth Services Commission and/or the Multnomah County Board of County Commissioners if necessary.

3. Contractor Publicity

CONTRACTOR shall identify the services provided by CONTRACTOR under this contract as a part of the children and youth services system, accessible and available to the eligible residents of Multnomah County. CONTRACTOR shall reference the Multnomah County Housing and Community Services Division, Youth Program Office as a funding source in all flyers and brochures that advertise the contracted services program. If CONTRACTOR has contracts with more than one COUNTY program or division, CONTRACTOR may reference the common division or department as a funding source. COUNTY reserves the right to approve the language used to reference Multnomah County.

4. Other Program Conditions

a. Contract services shall be monitored through the use of the Client Tracking System (CTS) and/or the Great Start Tracking System (GSCTS), and/or the Group and Volunteer Activities form (GVA), and/or any other specified reports. CONTRACTOR shall be subject to any YPO policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

b. CONTRACTOR shall submit within 60 days of execution of the contract a proposed workplan for addressing organizational efforts towards racial and cultural diversification. The workplan shall be based upon the values contained within the Multnomah County Community Children and Youth Services Commission (CCYSC) Cultural Diversity Policy. Further, within 30 days following the end of the fiscal year, CONTRACTOR shall submit a written report indicating the results in the achievement of the identified workplan objectives.

c. CONTRACTOR shall maintain the YPO Program Standards and be subject to the YPO Site Review Process.

d. CONTRACTOR shall provide narrative client profiles, the minimum number to be determined by COUNTY, in the identified format. Profiles shall be done on a representative sample of clients served and be a balance of successful and unsuccessful interactions. Profiles shall be submitted no later than thirty (30) days following the end of the second program quarter.

e. CONTRACTOR shall report on mutually agreed-upon outcome indicators in the manner and timelines identified by COUNTY.

f. Any requests for exception to any terms and/or conditions of this contract shall be submitted in writing to the YPO. CONTRACTOR shall notify the YPO in writing, prior to their taking place, of any changes in program operations or staffing patterns.

g. CONTRACTOR shall provide services which comply with the following CCYSC principles:

- 1) Services must be culturally appropriate and relevant
- 2) Services must be developmentally appropriate; and
- 3) Services must be integrated into the larger system of child and youth services.

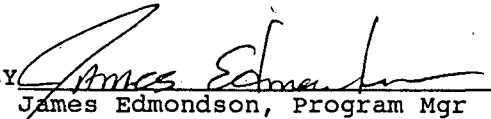
5. Retention of Records


All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

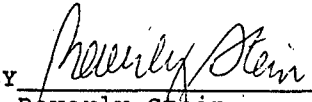
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

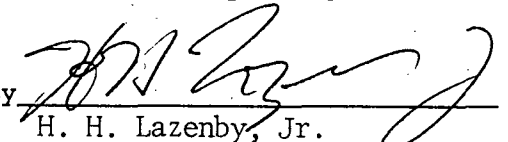
REYNOLDS SCHOOL DISTRICT

BY  3/18/94 BY _____
James Edmondson, Program Mgr Date Agency Executive Director Date

BY  3/16/94
Director, Community and Family Date
Services Division

BY  4/21/94 BY _____
Beverly Stein Date Agency Board Chair Date
Multnomah County Chair

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

BY  8 Apr 94
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 4/21/94
DEB BOGSTAD
BOARD CLERK

CONFLICT STATEMENT

For all contracts in excess of \$1,000
NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
MAY RESULT IN CONTRACT CANCELLATION

PART A

I certify that no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed _____ Date _____

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

<u>Name of Related Owner, Investor, or Employee</u>	<u>Nature of Relationship</u>	<u>Name of County Employee or Official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed _____ Date _____

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.

Attachment A

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to

complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

Attachment B

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Housing and Community Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

Attachment C

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.



Sedgwick

Sedgwick James of Oregon, Inc.

111 Southwest Columbia, Portland, Oregon 97201-5897

Telephone 503 248-6400; inside Oregon 1 800 452-0122; outside Oregon 1 800 547-0135

Telex 360128. Facsimile 503 274-2481

December 30, 1993

Mr. Ward Moyer
Exec. Dir. of Business Services
Reynolds School District
1204 N. E. 201st Avenue
Troutdale, OR 97060

Re: Property and Liability Renewals

Dear Ward:

We have bound the District's renewal property and liability insurance effective January 1, 1994 thru the OSBA Property & Casualty Trust and we are enclosing our Evidence of Participation for your records.

The District has elected to continue the \$50,000 self-insured retention on the property, general liability and automobile insurance. On renewal the policy will include Replacement Cost coverage on busses while in storage. The errors and omissions insurance has a deductible of \$2,500 per wrongful act.

The excess liability has been continued at a limit of \$5 million. The aggregate stop-loss policy has a limit of \$1,000,000, subject to the \$500,000 self-insured retention.

Enclosed are our invoices billing the premiums on the three policies. You will note that the premiums have been prorated for the term January 1, 1994 to July 1, 1994. These are not annual premiums as the OSBA Trust master policy is now written on a July term.

The District's boiler and machinery insurance has also been renewed effective January 1, 1994 and we are enclosing our Confirmation of the renewal insurance, subject to the same terms and conditions as the expiring policy. The annual premium for the renewal is \$5,354 and we have included our invoice charging this premium.

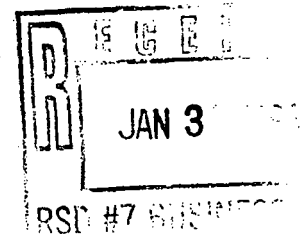
Thank you for allowing us to continue these coverages for the District and we look forward to working with you this coming year on the District's insurance program. Happy New Year!

Sincerely,

Marguerite Moore
Marguerite Moore
Account Coordinator

mm

Enclosures



LIBERTY NORTHWEST INSURANCE CORPORATION - 21733

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ACCOUNT EXECUTIVE: KEN JACKSON

0033 / Renewal

INFORMATION PAGE

Status: PUBLIC ENTITY

Risk Id No. 360216411

Policy No. WC4-1NC-002726-014

TD/CD: 93/6

SFXII: R08

1. The Insured: REYNOLDS SD 7
(See End. WC 89 06 01 for Additional Insureds)
Mailing Address: 1204 NE 201ST
PORTLAND OR 97060

Other workplaces not shown above: (See End. WC 89 06 08 for Additional Workplaces)

2. The policy period is from 1/01/94 to 1/01/95 12:01 a.m. standard time at the address of the insured as stated above.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: OREGON
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | | | |
|---------------------------|-----------|---------------|
| Bodily Injury by Accident | \$100,000 | each accident |
| Bodily Injury by Disease | \$500,000 | policy limit |
| Bodily Injury by Disease | \$100,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except Ohio, North Dakota, Washington, Nevada, West Virginia, Wyoming
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All Information shown on attached extension schedule is subject to verification and change by audit.

Expense Constant: \$ Included

Reporting Frequency: Monthly

Deposit Premium: \$

Minimum Premium: \$ 350

Total Estimated Annual Premium: \$216,938

Countersigned: 03



Endorsements:

(See Extension of Information Page)

2/15/94 EFS jh

WC.00 00 01

MEETING DATE: APR 21 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University Hospital Dental Service.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Tom Fronk/Gordon Empey **TELEPHONE #:** x4274/3674
BLDG/ROOM #: 160/8/160/7

PERSON(S) MAKING PRESENTATION: Fronk/empey

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request ratification of intergovernmental agreement with Oregon Health Sciences Center, Hospital Dental Service. The OHSU Hospital Dental service agrees to become a primary care provider under the County's Multicare Dental Program, and agrees to accept reimbursement on a fee for service basis. The Health Department will be reimbursed by the State Office of Medical Assistance Programs which is operating the Oregon Health Plan. No County general funds are involved.

4/22/94 originals to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: B. Degeard

BOARD OF
COUNTY COMMISSIONERS
1994 APR 12 PM 2:35
MULTIOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



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: Beverly Stein, Multnomah County Chair

FROM: Bill *Bill* Odegaard, Health Department Director

REQUESTED PLACEMENT DATE: April ~~14~~ ²¹, 1994

DATE: March 1, 1994

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University (OHSU) Hospital Dental Service on behalf of Multicare Dental under the Oregon Health Plan.

I. Recommendation/Action: The Health Department recommends approval of this intergovernmental agreement with the OHSU Hospital Dental Service for the period February 1, 1994 through 30 days written notice. This agreement was received in this office March 28, 1994, because we wanted the contractor to sign this agreement first.

II. Background/Analysis: OHSU Hospital Dental Service agrees to become a primary care provider under Multicare Dental, and agrees to accept reimbursement on a fee for service basis.

III. Financial Impact: The expenditures in this agreement are reimbursed to the Health Department through its Multicare Dental agreement with the Office of Medical Assistance Programs which is operating the Oregon Health Plan. There are no County general funds involved.

IV. Legal Issues: none.

V. Controversial Issues: none.

VI. Link to Current County Policies: This agreement is in direct support of Multicare Dental which is part of the Oregon Health Plan.

VII. Citizen Participation: none.

VIII. Other Government Participation: All parties to this agreement are governmental bodies.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201854

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>4/21/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date 1 MAR 94Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide dental speciality care in the areas of oral surgery, oral pathology, endodontics, and periodontics and related services to clients referred by the county.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Oregon Health Sciences University (Toni Eigner, DMD)
Hospital Dental Service OPI4AMailing Address 3181 S.W. Sam Jackson Park Rd. (mail code OPI4A)
Portland, Oregon 97201

Phone _____

Employer ID# or SS# _____

Effective Date February 1, 1994Termination Date Upon 30 days written noticeOriginal Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

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

REQUIRED SIGNATURES:Department Manager Belli OdegaardPurchasing 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 1/1/94

Date _____

Date 8 Apr 94Date April 21, 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	0811, 0812			6110		0314	DENTAL DCO/	Requirements	
02.			0814						CONSULT		
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

MULTICARE DENTAL
Consulting Dentist Contract
Contract Number 201854

THIS CONTRACT is between MULTNOMAH COUNTY acting by and through its Health Department, hereinafter called COUNTY, and OREGON HEALTH SCIENCES UNIVERSITY HOSPITAL DENTAL SERVICE, hereinafter called CONTRACTOR.

THE PARTIES AGREE:

CONTRACTOR will provide the following services:

1. SERVICES

- a. Provide dental specialty care in the areas of oral surgery, oral pathology, endodontics, and periodontics and related services (within the scope of training and licenses of providers) to those clients referred to CONTRACTOR by COUNTY.
- b. Provide advice and recommendations when appropriate on clinical management of clients referred to CONTRACTOR.
- c. Submit timely reports to COUNTY on clients referred to CONTRACTOR.
- d. Provide covered services for MultiCare Dental members that are self referred or referred to the CONTRACTOR from other than the COUNTY.

2. COMPENSATION

- a. CONTRACTOR will submit dental claims on standard American Dental Association (ADA) accepted J512 or OMAP 501D Forms, using ADA approved Current Dental Terminology (CDT-1) codes. Claims must be submitted within 180 days of date of service.
- b. COUNTY will reimburse CONTRACTOR on a fee-for-service basis, calculated upon seventy-five percent (75%) of the CONTRACTOR'S usual fee on day of service for specific referral services authorized by COUNTY and provided within the authorized time period.
- c. It is the responsibility of the CONTRACTOR to verify a client's coverage because OHSU Hospital Dental Services is a State agency, the COUNTY will waive the prior authorization requirement for covered dental services for members enrolled in MultiCare Dental.

3. TERM

The CONTRACTOR'S services will begin on February 1, 1994, and terminate with 30 days written notice by either party.

4. CONTRACT DOCUMENTS

This Contract consists of this Contract document, attached Exhibits, and the attached Conditions of Personal Contract, dated December 1, 1993.

BACKGROUND

MultiCare Dental is authorized to provide managed dental care services for Oregon Medicaid recipients. This Agreement sets forth the terms under which Participating Provider will subcontract to provide certain primary care dental services.

AGREEMENT

1. Definitions. Whenever used in this Agreement, the following terms will have the meanings set forth below:

1.1 "Payment" means the amount MultiCare Dental pays providers for delivery of covered dental services. The payment rate is set forth in Exhibit A.

1.2 "MultiCare Dental Rules" means the rules, policies, procedures, and guidelines adopted by MultiCare Dental.

1.3 "Covered Services" means those Medically Appropriate dental services specified in the Dental/Denturist Services under the Oregon Health Plan Medicaid Demonstration Project Billing and Procedure Guide, which includes: (a) diagnostic services; (b) treatment services, that is included in or supports the condition/treatment pairs, specific to dental care, on the Prioritized List of Health Services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly (at the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in lines 1 through 565 of the Prioritized List of Health Services). The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.4 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition.

1.5 "Enrollment Year" means a 12-month period beginning the first day of the month of enrollment of a Member and, for any subsequent year(s) of continuous enrollment that same day in each such year(s). The Enrollment Year of a Member who re-enrolls within one calendar month of disenrollment will be counted as if there were no break in enrollment.

1.6 "Fee-for-Service Payment" means a fee-for-service payment based on the CONTRACTOR's fee-for-service rate schedule for any Covered Services that are provided to a Member.

1.7 "Dental Director" means the Dental Director of MultiCare Dental or his or her designee.

1.8 "Dentally Appropriate" means dental services which are required for prevention, diagnosis or treatment for oral disease or injury and which are: (a) consistent with the symptoms of a dental condition or treatment of a dental condition; (b) appropriate with regard to standards of good dental practice and generally recognized by the dental scientific community as effective; (c) not solely for the convenience of the Member or a provider of the dental service; and (d) the most effective of the alternative levels of dental service which can be safely provided the Member in Provider's judgment.

1.9 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.10 "Member" means a person properly receiving benefits under one of the Dental Care Organizations (DCO) administered by OMAP, and who is enrolled with MultiCare Dental, as his or her DCO and resides in the Service Area.

1.11 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.12 "OMAP Agreement" means the Provider Services Agreement dated February 1, 1994, between OMAP and MultiCare Dental as amended from time to time.

1.13 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.14 "Participating Provider" means a health care professional, facility or supplier who has contracted with MultiCare Dental to provide specified Covered Services to Members. MultiCare Dental will publish and maintain a list of Participating Providers. A Participating Provider is a provider so long as this Agreement is in effect.

1.15 "Service Area" means the geographic area identified on Exhibit A., Multnomah County.

1.16 "Dental Care Organization (DCO)" means a Prepared Health Plan that provides dental services including routine dental care, dental case management, and emergency dental services as Capitated Services under the Oregon Health Plan.

2 Engagement.

2.1 MultiCare Dental hereby engages Participating Provider as an independent contractor to provide or arrange for the provision of Covered Services to Members at any office or facility of Participating Provider located within the Service Area.

2.2 This Agreement will in no way be construed to provide any rights directly to Members except that Members may assert paragraphs 5.6 and 5.7 hereof.

2.3 This Agreement and the relationship between MultiCare Dental and Participating Provider is subject to the OMAP Agreement, OMAP Rules and MultiCare Dental Rules. If there is a conflict between the terms of this Agreement and the OMAP Agreement, OMAP Rules or MultiCare Dental Rules, the terms of the OMAP Agreement or such rules will control.

3 Provider Services and Agreements.

3.1 Provider agrees to provide Covered Services within the Service Area to Members within the scope of its practice and license. Members will be treated without unlawful discrimination of any kind except in the case of noncooperation of the Member.

3.2 Participating Provider may make referrals for Emergency Services but must notify Dental Director immediately within normal business hours or otherwise within 48 hours of the rendition of such Emergency Services.

3.3 Before providing Covered Services (other than Emergency Services) to a Member, Participating Provider will verify eligibility of member referred by MultiCare Dental. Participating Provider will also comply with all applicable laws OMAP Rules and MultiCare Dental Rules regarding "informed consent."

3.4 Participating Provider will provide Covered Services in a manner which assures continuity, including coordination with the Referring Dentist. In addition, Provider will:

3.4.1 Conduct its practice and treat all Members at a level of care and competence that, in view of its special expertise, equals or exceeds the standard of care imposed upon providers having similar types of practice in this state;

3.4.2 Obtain and maintain, and require its employees, to obtain and maintain, any and all required licensed, certificates, qualifications or certificates of need, and give MultiCare Dental immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

3.4.3 Allow its name to be used in connection with MultiCare Dental activities;
and

3.4.4 Comply with all OMAP Rules, MultiCare Dental Rules, and other applicable state and federal laws and regulations.

3.5 Participating Provider will cooperate with and participate in MultiCare Dental's Quality and Management Review Program.

3.6 Participating Provider, as a division of Oregon Health Sciences University, is subject to the provisions of ORS 30.260 through 30.300 (as now or hereafter amended) for its tort liabilities. Pursuant to ORS 30.300 through 30.260. Participating Provider's employees designated dentists and agents are covered by that law. A letter certifying Participating Provider's coverage under the Oregon Tort Claims Act shall be provided to MultiCare Dental upon request.

3.7 Participating Provider, to the extent authorized by Article XI, paragraph 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260, et. seq.), shall defend, indemnify, save and hold harmless MultiCare Dental and its officers, agents and employees from damages arising out of the tortious acts of provider, or its officers, agents and employees acting within the scope of their employment or duties in performance of this agreement.

3.8 If sums payable to Participating Provider under this agreement exceed \$100,000, Provider will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Participating Provider will report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

3.9 Participating Provider will comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Public. L. 94-165).

3.10 If sums payable to Participating Provider exceed \$10,000 Provider will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. part 60).

3.11 Participating Provider will comply with the requirements of 42 C.F.R. Part 489, Subpart I OBRA 1990, Patient Self-Determination Act, and Oregon REvised Statute, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advanced directives.

3.12 Participating Provider acknowledges that no federal appropriated funds have been paid or will be paid, by or on behalf of Participating Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of federal contract, grant, loan, or cooperative agreement. Provider agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, Provider will complete and submit Standard Form-LLL "Disclosure From to Report Lobbying," in accordance with its

instructions.

3.13 Participating Provider is subject under the Oregon Workers Compensation Law and shall comply with ORS 656.017 which requires them to provide Worker's Compensation coverage for all of their employees.

4 MultiCare Dental. MultiCare Dental agrees to:

4.1 Perform all administrative, accounting, marketing, enrollment and other functions necessary, convenient or appropriate for the administration of this Agreement;

4.2 Maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services and prior authorization of Written Referrals; and

4.3 Employ and provide a dentist as Dental Director who will be responsible for the management of the dental care aspects of MultiCare Dental.

5 Provider Compensation.

5.1 MultiCare Dental will pay to Participating Provider Fee-for-Service Payments for Covered Services that are provided to a Member. Billing and payment for all fee-for-service claims will be pursuant to MultiCare Dental Rules.

5.2 MultiCare Dental will have no obligation to make any Fee-For-Service Payments to Participating Provider:

5.2.1 For any periods that Provider materially breached any of its obligations under this Agreement;

5.2.2 If Participating Provider fails to make a reasonable attempt to verify an individual's eligibility for Dental Services;

5.2.3 If information provided to MultiCare Dental by Participating Provider is inaccurate and MultiCare Dental should later determine either that the individual was not eligible or the services were not Covered Services.

5.2.4 If the delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the MultiCare Dental Utilization Management and Quality Review.

Any payments received by Participating Provider in breach of the above, and any other payments received by Provider from MultiCare Dental to which Participating Provider is not entitled under the terms of this Agreement, will be considered an overpayment and will be recovered from Participating Provider as a set-off against future payments due, in accordance with OAR

410-120-740, or as otherwise provided by law.

5.3 MultiCare Dental reserves the right to coordinate benefits with other health plans, insurance carriers, or government agencies. Participating Provider consents to MultiCare Dental's release of medical information to such other parties as necessary to accomplish the coordination of benefits. Coordination of benefits will not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require to the contrary. If Participating Provider has knowledge that a Member has third party insurance or benefits or that either Member or Provider is entitled to payment by a third party, Participating Provider will immediately so advise MultiCare Dental. MultiCare Dental will be entitled to a credit or refund for the exact amount of payment received by Participating Provider.

5.4 The payment to Participating Provider by MultiCare Dental under this Article 5 will compensate Participating Provider and all persons providing Covered Services under or through Participating Provider, for the provision of all Covered Services to Members. Services which are not Covered Services may be the responsibility of the Member and Participating Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by MultiCare Dental will not constitute a waiver of defenses.

5.5 Participating Provider will submit to MultiCare Dental encounter data for each contact with a Member which would qualify for a Fee-For-Service Payment. Participating Provider shall submit encounter data at least once per calendar month. Each encounter claim will include such information as may be required by MultiCare Dental Rules.

5.6 If Participating Provider fails to make a reasonable attempt to verify an individual's eligibility for Covered Services or if the information provided to MultiCare Dental by Participating Provider is inaccurate and MultiCare Dental should later determine either that the individual was not eligible or the services were not Covered Services, MultiCare Dental will not be liable for payment for such services. Verification of eligibility by MultiCare Dental is based upon records at hand. If MultiCare Dental subsequently determines that a patient is or was not a Member at the time services are rendered, MultiCare Dental will promptly notify Participating Provider and payment (if any) will be determined based on the effective dates of membership.

5.7 No payments for Covered Services will be made if the delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the MultiCare Dental Quality Assurance and Utilization Review Program. Participating Provider agrees that it will not charge, bill or attempt to collect from MultiCare Dental or the Member for any charges incurred in connection with such services. The agreement of a Member to the contrary will not bind MultiCare Dental.

5.8 In no event, including, but not limited to nonpayment by MultiCare Dental, MultiCare Dental's insolvency or breach of this Agreement, will Participating Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement from, or have any recourse against OMAP, a Member or other person, other than MultiCare Dental for Covered Services. This provision will not prohibit collection for non-Covered Services, which

have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of MultiCare Dental's insolvency, MultiCare Dental will continue to provide Covered Services to Members for the duration of the period for which premiums on behalf of the Member were paid to MultiCare Dental or until the Member's discharge from inpatient facilities, whichever is later.

6 Records and Confidentiality of Records.

6.1 Provider will maintain financial and other records pertinent to this Agreement. All records other than dental records will be retained by Participating Provider for at least three years after financial payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved. Retention of dental records is subject to OAR 410-141-180, Medical Recordkeeping.

6.2 At all reasonable times, Participating Provider will provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such an audit or review.

6.3 Subject to the requirements of applicable law, including 42 C.F.R. Part 431, Subpart F, Participating Provider will not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the OMAP member, the Member's attorney or, if appropriate, the Member's parent or guardian. Participating Provider will use its best efforts to ensure that its agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision. Participating Provider will maintain confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information.

6.4 All of this Article 6 will survive termination of this Agreement for a period of five years.

7 Grievance and Arbitration.

7.1 MultiCare Dental will maintain a reasonable procedure for hearing and responding to the grievances of Members and Participating Providers. Participating Provider will cooperate with such grievance procedure.

8 Term and Termination.

8.1 This Agreement will be in effect on the date of execution. Either party may

terminate this Agreement without cause by giving the other party written notice of termination of at least 30 days prior to the effective termination date.

8.2 MultiCare Dental will terminate or suspend this Agreement with Participating Provider upon the lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification or Participating Provider.

8.3 MultiCare Dental reserves the right to terminate this Agreement upon 10 days' notice in the event that Participating Provider or any officer, director, or employee of Participating Provider: violates any material provision of this Agreement; violates any material rule or procedure of MultiCare Dental; violates prevailing standards of the dental profession in this state; or is convicted of a criminal offense involving moral turpitude. Any determination under this section may be appealed by the Participating Provider to the governing body of MultiCare Dental whose decision will be final short of judicial redress.

8.4 Upon the happening of any of the following events of default, this Agreement may be terminated by the nondefaulting party if the default is not corrected within 30 days following delivery of written notice to the defaulting party of the specific description of the default. Such events are:

8.4.1 The failure of MultiCare Dental to make any payment required under this Agreement before 90 days after it is past due, date of 30 days after the billing date.

8.4.2 The default of either party in the substantial performance of substantive and nonmonetary terms, conditions, covenants or obligations of this Agreement.



8.5 Participating Provider may have a reciprocal right of termination with respect to the licensure or insolvency of MultiCare Dental, but such rights are fully subjective to state laws, rules and regulations and, accordingly, no specific reciprocal rights are Participating Provider for herein.

8.6 In order to protect the rights of Members upon nonperformance hereof by MultiCare Dental for any reason including insolvency, the parties agree that each will continue to perform all of its duties and obligations with respect to Members then under the care of Participating Provider to the date of termination. Participating Provider will be eligible for reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination. following expiration of all periods during which Participating Provider is obligated to provide Covered Services, Participating Provider will use reasonable efforts to assist and cooperate in the transfer of Members to other dental care providers.

9 Miscellaneous.

9.1 This Agreement may be amended in writing by MultiCare Dental and such amendment will automatically become effective 31 days after written notice to Participating Provider, unless specifically rejected by Participating Provider in writing within 30 days of such written notice.

~~9.2 MultiCare Dental may temporarily suspend participation by a Participating Provider,
an employee or officer thereof.~~


OHSU

MULT CO

9.3 Participating Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of MultiCare Dental. MultiCare Dental may assign this Agreement and any party or parts hereof without the consent of Participating Provider. In the event of merger, consolidation or acquisition of either party, this Agreement will be binding on the parties and any successors of the parties.

9.4 This Agreement will be governed by the laws of the State of Oregon. The parties stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

The State of Oregon acting by and through the
State Board of Higher Education for and on behalf
of the Oregon Health Sciences University,
University Hospital

for
Daniel C. Bunnell

Thomas G. Fox, Ph.D.
Vice President

Date 3/16/94

93-600 -1786

Federal I.D. Number

MULTNOMAH COUNTY,

OREGON

By Beverly Stein

Beverly Stein, Multnomah
County Chair

Date April 21, 1994

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 4/6/94

By Barbara Dempsey

Program Manager

Date 1/6/94

REVIEWED:

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

By [Signature]

Date 8 Apr 94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 4/21/94
DEB BOGSTAD
BOARD CLERK

Meeting Date: April 21, 1994

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING April 21, 1994

(date)

DEPARTMENT

District Attorney

DIVISION

Victims Assistance Program

CONTACT

Helen Smith

TELEPHONE

248-3154

PERSON(S) MAKING PRESENTATION

Michael Schrunk

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

PROCLAMATION in the Matter of Proclaiming the Week of April
24 to 30, 1994 as OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah
County, Oregon

4/22/94 Original 200 copy to Helen
Smith

MULTNOMAH COUNTY
OREGON

1994 MAR 16 PM 3:02

CLERK OF
COUNTY

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Michael Schrunk

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

~~FOR MULTNOMAH COUNTY, OREGON~~

County Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

<i>In the Matter of Proclaiming the</i>)	
<i>Week of April 24 to 30, 1994 as</i>	)	<i>PROCLAMATION</i>
<i>OREGON CRIME VICTIMS RIGHTS</i>	)	<i>94-66</i>
<i>WEEK in Multnomah County</i>)	

WHEREAS, thousands of citizens of Multnomah County experience the trauma, pain, humiliation and personal and financial losses of being a victim of crime; and

WHEREAS, crime victims and witnesses are too often overlooked by our system of justice in its efforts to apprehend, prosecute, and fairly sanction criminal offenders; and

WHEREAS, the needs and rights of crime victims deserve more public attention, understanding and compassion; and

WHEREAS, citizens can play a major role in helping victims by reporting crimes and by showing greater willingness to testify in the prosecution of criminals; now therefore

IT IS HEREBY RESOLVED, that the Multnomah County Board of Commissioners hereby proclaim the week of April 24 to 30, 1994, to be OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County.

ADOPTED this 21st day of April, 1994.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

Apr. 21, 1994

NAME

Sheriff Bob Skipper

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

April 21, 1994

NAME

TOM CROPPER

ADDRESS

PO Box 18025

STREET

PORTLAND

CITY

97218

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT

OPPOSE

R-2

SUBMIT TO BOARD CLERK

#3

4-21-

ARDEN BALLOW

8005 SE 141 ST

Port Or 97236

ZIP CODE

~~Other~~ R-2

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 4-21-94

NAME CAROL Williams

ADDRESS 11304 N.E. MORRIS

STREET
Portland 97220
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 5th R-2

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE

4/21/94

NAME

DAVID

121 PM

ADDRESS

4220 S. Frontalish Rd

STREET

Frontalish

CITY

97060

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

B-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#6

PLEASE PRINT LEGIBLY!

MEETING DATE 4-13-94

NAME

Ruel Thaler

ADDRESS

970 S.W. Cherry Park Rd

STREET

Troutdale, OR 97060

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK ☒

#7

PLEASE PRINT LEGIBLY!

MEETING DATE

4/21/94

NAME

Chief Brent Collier

ADDRESS

STREET

Troutdale, OR. 97060

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#8

PLEASE PRINT LEGIBLY!

MEETING DATE 4/21/94

NAME Sylvia Franks

ADDRESS 9318 N. Woolsey Ave
STREET
Portland 97203
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

#9

PLEASE PRINT LEGIBLY!

MEETING DATE

4/21/94

NAME

Sally Pickard

ADDRESS

5859 SE HARVEY

STREET

Went OR 97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

5/eriff

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#10

PLEASE PRINT LEGIBLY!

MEETING DATE April 21/99

NAME Louise Weislich

ADDRESS Neighborhoods Protective

STREET

PO Box 19224

CITY

Portland Oregon

ZIP CODE

97219

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT _____ OPPOSE ✓

SUBMIT TO BOARD CLERK

#11

PLEASE PRINT LEGIBLY!

MEETING DATE 4-21-94

NAME LORA CRESWICK

ADDRESS 1520.3 NW BURLINGTON
STREET
PORTLAND 97231
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

4/21/94

UNDER DESK -

DEC DROPPED CARD - DID NOT
CALL - MR ARMSTRONG SAID

PLEASE PRINT LEGIBLY!

OK - DID
NOT NEED TO

MEETING DATE

4-21-94

NAME

Al Armstrong

SPEAK.
(I apologized)

ADDRESS

3717 N.E. Broadway

STREET

CITY

Port, Oregon 97232

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

MEETING DATE APR 21 1994
AGENDA NUMBER R-2

AGENDA PLACEMENT FORM

SUBJECT: 1994-95 Budget

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: _____

DEPARTMENT: Nondepartmental DIVISION Planning & Budget

CONTACT: Dave Warren TELEPHONE : 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

BOARD MUST CONVENE AS THE BUDGET COMMITTEE

The item before the Board sitting as the Budget Committee will be a resolution to forward the 1994-95 Executive Budget to the Tax Supervising and Conservation Commission (TSCC) to meet the legal requirement to provide TSCC with a budget prior to May 15

4/22/94 Certified true copies and copy to
DAVE WARREN

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

BOARD OF
COUNTY COMMISSIONERS
1994 APR 20 PM 3:41
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: Board of County Commissioners

FROM: Dave Warren

TODAY'S DATE:

REQUESTED PLACEMENT DATE: April 21, 1994

SUBJECT: Submitting Budget to Tax Supervising

I. Recommendation / Action Requested:

Transmit the Executive Budget to Tax Supervising. Begin budget hearings in May.

II. Background / Analysis:

The 1994-95 budget process is based on the plan to forward the budget to Tax Supervising on April 21. This will comply with the formal requirement that the Budget Committee submit a budget prior to May 15. It does not, of course, imply agreement on the part of the Board with the policies included in the budget, nor with the Chair's proposed allocation of resources.

We had many reasons for this process, but two of them are significant. First, a major portion of the County's General Fund revenues are provided by the Business Income Tax - about \$24 million this year, we think. Typically, we receive about 70% of the Business Income Tax revenue in April, and get the first reliable reports of the amount in early May. Fluctuations in those receipts have required us to make major funding revisions in each of the last five budgets. By delaying budget decisions until we have reasonable certainty about this revenue, we should be able to have a more coherent process and make priority allocations with which the Board is comfortable, based on reliable information. Second, the Board has found itself moved progressively into a fragmented budget process. The

last two years, the Board has gone through three distinct sets of budget hearings, making program and funding decisions at the end of each set. This has led to uncertainty on the Commissioners' part about what has and has not been funded. It has also led to a number of problems being deferred from one process to another until the solutions to those problems could not be effectively balanced against other decisions that were made in earlier iterations of the budget process

III. Financial Impact:

None

IV. Legal Issues:

I believe submission of the Executive Budget meets the legal requirement to submit a budget to Tax Supervising. After that budget has been submitted, no Fund may be increased by more than 10% in total revenue, and no property tax larger than the amounts included in the Executive Budget may be levied. However, neither of these problems is likely to arise this year.

V. Controversial Issues:

Voting to forward the budget without extensive public review and comment might produce adverse comment if it were not clearly understood that the process meets the technical requirement of the law, or if the Board were not to hold extensive public review before adopting the budget.

VI. Link to Current County Policies:

n/a

VII. Citizen Participation:

CBAC's have reviewed the budget requests. Transmitting the Executive Budget will allow them time to review the Chair's recommendations before they make final comments to the Board.

VIII. Other Government Participation:

n/a

MEETING DATE APR 21 1994

AGENDA NUMBER R-2

AGENDA PLACEMENT FORM

SUBJECT: Public Hearing and
Approval of the 1994-95 Budget for Submission to Tax Supervising and Conservation Commission

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: 1 hour 9:30 - 10:30 a.m. TIME CERTAIN

DEPARTMENT: Nondepartmental DIVISION Planning & Budget

CONTACT: Dave Warren TELEPHONE : 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

BOARD MUST CONVENE AS THE BUDGET COMMITTEE

Public Hearing, Followed by Consideration of a Resolution Authorizing Budget Submittal to TSCC
The item before the Board sitting as the Budget Committee will be a resolution to approve the 1994-95 Executive Budget and to submit it to the Tax Supervising and Conservation Commission (TSCC) to meet the legal requirement to provide TSCC with a budget prior to May 15

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

OR

DEPARTMENT MANAGER: _____

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 APR 12 PM 2:35
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: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: April 11, 1994

REQUESTED PLACEMENT DATE: April 21, 1994

SUBJECT: Approval of Executive Budget for Submittal to Tax Supervising

I. Recommendation / Action Requested:

Approve the Executive Budget as proposed for submittal to Tax Supervising. Begin budget hearings in May.

II. Background / Analysis:

The 1994-95 budget process is based on the plan to approve the budget on April 21 for submission to Tax Supervising. This will comply with the formal requirement that the Budget Committee submit a budget prior to May 15. It does not, of course, imply agreement on the part of the Board with the policies included in the budget, nor with the Chair's proposed allocation of resources.

We had many reasons for this process, but two of them are significant. First, a major portion of the County's General Fund revenues are provided by the Business Income Tax - about \$24 million this year, we think. Typically, we receive about 70% of the Business Income Tax revenue in April, and get the first reliable reports of the amount in early May. Fluctuations in those receipts have required us to make major funding revisions in each of the last five budgets. By delaying budget decisions until we have reasonable certainty about this revenue, we should be able to have a more coherent process and make priority allocations with which the Board is comfortable, based on reliable information. Second,

the Board has found itself moved progressively into a fragmented budget process. The last two years, the Board has gone through three distinct sets of budget hearings, making program and funding decisions at the end of each set. This has led to uncertainty on the Commissioners' part about what has and has not been funded. It has also led to a number of problems being deferred from one process to another until the solutions to those problems could not be effectively balanced against other decisions that were made in earlier iterations of the budget process

III. Financial Impact:

None

IV. Legal Issues:

I believe that approval of the Executive Budget meets the legal requirement to submit a budget to Tax Supervising. After that budget has been submitted, no Fund may be increased by more than 10% in total revenue, and no property tax larger than the amounts included in the Executive Budget may be levied. However, neither of these problems is likely to arise this year.

V. Controversial Issues:

Approving the budget without extensive public review and comment might produce adverse comment if it were not clearly understood that the approval meets the technical requirement of the law, or if the Board were not to hold extensive public review before adopting the budget.

VI. Link to Current County Policies:

n/a

VII. Citizen Participation:

CBAC's have reviewed the budget requests. Approval of the Executive Budget will allow them time to review the Chair's recommendations before they make final comments to the Board.

VIII. Other Government Participation:

n/a

**RESOLUTION
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the matter of accepting the Executive
1994-95 Budget and preparing the Approved
Multnomah County Budget for submittal to the
Tax Supervising and Conservation Commission

)
) **RESOLUTION**
)
)

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS Ch. 294 to consider approval of the Multnomah County Executive Budget for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS, on April 19, 1994 the Board of County Commissioners, sitting as the Budget Committee under ORS Ch. 294, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

WHEREAS, the Board of County Commissioners intends to conduct an extensive review of the 1994-95 Budget which will avoid duplicate hearings and will permit them to deal with the full range of policy and resource allocations at one time; and

WHEREAS, the fluctuating nature of the County's Business Income Tax from year to year, and the uncertainty of property value growth often require budget adjustments after the end of May; and

WHEREAS, transmittal of the Approved Budget to the Tax Supervising and Conservation Commission prior to May 15 is a statutory obligation;

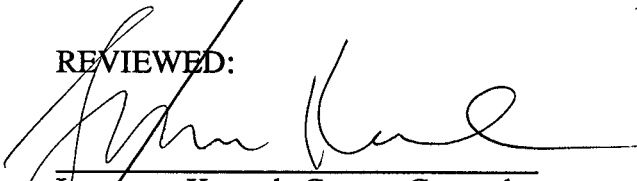
THEREFORE BE IT RESOLVED, that the 1994-95 Executive Budget is approved for the purpose of transmittal to the Tax Supervising and Conservation Commission and the Division of Planning and Budget shall prepare the Approved 1994-95 Budget and forward it to the Tax Supervising and Conservation Commission.

Adopted this 21st day of April, 1994

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By _____
Beverly Stein, Chair

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of submitting the Chair's Proposed
1994-95 Budget to the Tax Supervising and
Conservation Commission as required by law

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS Ch. 294 to consider approval of the Multnomah County Executive Budget for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS, on April 19, 1994 the Board of County Commissioners, sitting as the Budget Committee under ORS Ch. 294, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

WHEREAS, the Board of County Commissioners intends to conduct an extensive review of the 1994-95 Budget which will avoid duplicate hearings and will permit them to deal with the full range of policy and resource allocations at one time; and

WHEREAS, the fluctuating nature of the County's Business Income Tax from year to year, and the uncertainty of property value growth often require budget adjustments after the end of May; and

WHEREAS, transmittal of the Approved Budget to the Tax Supervising and Conservation Commission prior to May 15 is a statutory obligation;

THEREFORE BE IT RESOLVED, that the 1994-95 Executive Budget is approved for the purpose of transmittal to the Tax Supervising and Conservation Commission and the Division of Planning and Budget shall prepare the Approved 1994-95 Budget and forward it to the Tax Supervising and Conservation Commission.

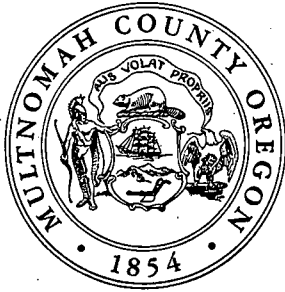
Adopted this 21st day of April, 1994

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

STATEMENT OF CHAIR BEVERLY STEIN ON THE TRANSMISSION OF THE BUDGET TO TAX SUPERVISING AND CONSERVATION COMMISSION

Today, I am asking the Board of County Commissioners to transmit the Executive Budget to the Tax Supervising and Conservation Commission. This is a procedural step required by law to allow ample time for their analysis.

The transmission of this budget does not in any way imply Board approval. The Board agreed several months ago to transmit the Executive Budget to TSCC at this point in our process to simplify our hearing and approval process and be sure we had the most up to date financial information prior to final passage.

The Board will conduct extensive review of the departmental submissions and hold a series of public hearings on this proposal before approving a budget on June 16, 1994.

The Board has a variety of approaches to meet the issues and opportunities outlined in this budget. Reductions and restorations of programs or functions will be considered prior to final passage.

On behalf of the Board, I welcome extensive review and comment of the important policy issues raised by the budget.



PROPOSED BALLOT TITLE
FOR
AMENDMENT TO MULTNOMAH COUNTY CHARTER

Caption: AMENDS CHARTER. ESTABLISHES MINIMUM FUNDING LEVEL FOR COUNTY SHERIFF'S OFFICE. [10 words]

Question: Shall county charter be amended to establish minimum funding level for Sheriff's Office to perform required functions, including jail operations? [20 words]

Summary: Amends county charter; creates new section relating to Sheriff's Office budget. Charter now requires sheriff to perform function of sheriff as prescribed by state law and gives sheriff sole administration of all county jails and correctional institutions. This amendment provides that the annual budget for the Sheriff's Office shall be not less than 12 percent of the county budget or the amount budgeted for the Sheriff's Office in 1993-94, whichever is greater. Funding for Sheriff's Office may be reduced below minimum level only if Sheriff approves. [85 words]

Amending the Multnomah County Charter

The Multnomah County charter may be amended or repealed by the voters of the county at

- (a) A regular election or
- (b) A special election called by the board of county commissioners. [Charter, § 11.50(1)]

Board of County Commissioners May Refer A Charter Amendment.

The board may directly refer to the electors proposed amendments, or revisions or the repeal of the Multnomah County home rule charter or parts thereof. [MCC 4.51.060(A)]

An ordinance to refer a charter amendment or repeal to the voters shall be enacted at least 60 days before the election at which the measure is to come before the voters. [Charter, § 11.50(3)]

If the board refers a charter amendment, the board shall prepare the ballot title. [MCC 4.51.060(B)]

Citizens May Initiate a Charter Amendment.

Except as the charter or the ordinances of the county provide to the contrary, the voters of the county may exercise the initiative and referendum with reference to county propositions in the manner prescribed by state law. [Charter, § 11.30(1)]

An initiative petition to submit a charter amendment or repeal to the voters shall be filed with the elections division at least 90 days before the election at which the measure is to come before the voters. [Charter, § 11.50(2)]

According to the County Elections Division, an initiative petition to amend the county charter must be submitted with 19,241 valid signatures: The initiative petition signatures must be gathered within six months following certification of the ballot title, which is prepared by the district attorney.

PROPOSED TEXT TO MULTNOMAH COUNTY CHARTER

Relating to establishment of minimum funding level for the Sheriff's Office.

Be It Enacted by the People of Multnomah County:

The Multnomah County Charter is amended by creating a new section 6.60 to be added to and made a part of Chapter VI Administration and to read:

(1) "Notwithstanding any other charter provision to the contrary, the chair of the board shall not prepare or submit, and the board shall not adopt, a budget which does not provide for a minimum funding level for the Sheriff's Office to perform the function of sheriff as provided by state law and this charter.

(2) "As used in this section, 'minimum funding level for the Sheriff's Office' means an amount that is not less than the greater of:

(a) 12 percent of the County's budget; or

(b) The amount budgeted for the Sheriff's Office in the adopted budget for fiscal year 1993-94.

(3) "Notwithstanding the provisions of subsection (1) of this section, the chair of the board may prepare or submit, and the board may adopt, a budget that provides for a Sheriff's Office budget that is less than that required by subsection (2) of this section only upon the express, written authorization of the sheriff."

TOM CROPPER, CHAIR TAX COMMITTEE
Portland Fair Share
APRIL 1994 REPORT

Many of you may wonder how the State of Oregon computes the Oregon individual income tax amount based on your 1993 Oregon income taxable income. The state does not publish the full tax rate chart as part of its 1993 Oregon Income tax Return. In the interest of full disclosure, the full charts are presented below.

TAX RATE CHART A FOR PERSONS FILING
SINGLE, or MARRIED FILING SEPARATELY

If your taxable income is:	Your tax is:
Not over \$2,000	5% of taxable income
Over \$2,000 but not over \$5,000	\$100 plus 7% of excess over \$2,000
Over \$5,000	\$310 plus 9% of excess over \$5,000

TAX RATE CHART B FOR PERSONS FILING
JOINTLY, HEAD OF HOUSEHOLD or QUALIFYING
WIDOW(ER) WITH DEPENDENT CHILD

If your taxable income is:	Your tax is:
Not over \$4,000	5% of taxable income
Over \$4,000 but not over \$10,000	\$200 plus 7% of excess over \$ 4,000
Over \$10,000	\$620 plus 9% of excess over \$10,000

The official definition of poverty in 1992 for the United States was a family of four earning \$14,428. The U.S. Commerce Department says that the percentage of gainfully employed Americans earning poverty-level, or less wages rose sharply in the last 13 years. The Department's study "The Earnings Ladder," indicated 18 percent of American working poor earned less than \$13,091 in 1992. Only 12 percent of all full-time American workers earned comparably low wages in 1979.

In Oregon lay-offs in banks, retail chains, timber product companies is resulting in the average wage in Oregon becoming depressed in comparison to the national wage-level. If the number of working poor keeps increasing, how is Oregon going to pay for better schools or a better health care system?

TOM CROPPER, Chair
Tax Committee
Portland Fair Share

April 19, 1994

Beverly Stein, Chairperson
Members of the County Commission
1021 S.W. 5th Avenue 6th floor
Multnomah County Court House
Portland, Oregon 97201

Dear Chairperson Stein, and Members of the Multnomah County Commission,

Greetings, and best wishes to all of you, as you direct Multnomah County following the death of Gladys McCoy. Gladys "McCoy Leaves Proud Legacy", were some of the words in an Oregonian article just one year ago yesterday--April 13th on a Tuesday, (not a Friday.)

One of her decisions was to have Sheriff deputies in Columbia Villa, and she had an understanding with Mayor Vera Katz that they would not "intrude on each others territory". She believed in County Government, as separate from the city. Please do not betray her proud legacy!

Protection

Right at this time S21 The California Desert Bill is being debated in the Senate. Senator Wallop of Wyoming is opposing it on the basis that government does not have enough money to manage the existing parks and recreation areas properly. Here in the Columbia River Gorge there are break ins frequently at Multnomah Falls and elsewhere, especially into the cars of visitors coming from all over the United States! Who is in charge of looking after this? Is it not the Multnomah County Sheriff's department?

We should all oppose S21, and request Congress to give police protection to the area. There would be only two sheriff's deputies assigned to that area under the present proposal of Chairperson Stein. This is the wrong use of taxpayers money, and does a disservice to East County as well. Under S21 3.7 Million Acres of desert will become wilderness! This bill also transfers 2.7 Million Acres of federal land into 3 parks! Sheriff Skipper has every right to be angry with you Chairman Stein, and it does not seem wise for him to turn over any deputies to the city! He is an elected Sheriff, and deserves his fair allocation of funds. Under the Multnomah County Charter there should be an elected treasurer! The voters turned down City-County Consolidation many years ago now, and you have no right to ignore that mandate without asking for another vote to keep it or repeal it!

In talking to someone who is active in the area, we have heard that the sheriff's department is really doing great things--constructive things--with young people in their participation in the Druge Abuse Resistance programs in David Douglas and Reynolds school districts and at Sam Barlow High School. --They need this to help keep our youth on the right path, and they seem to be doing very well. It must not be stopped!

Please leave our county Sheriff Skipper with his full force of minimal deputies who are doing a good job with minimum staff. Community Policing does not serve the citizenry well, and absorbing it into the Portland Police Dept. Earnestly, and prayerfully,
will violate Article II.
our Bill of Rights (Mrs) Louise Weidlich, Director

As provided in the FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES
Effective December 15, 1791

Preamble

The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best insure the beneficent ends of its institution.

- 1 **Right to Freedom of Religion, Speech, Press, Assembly, Petition.**
Congress shall make (no law) respecting an (establishment of religion,) or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
- 2 **Right to Keep and Bear Arms.**
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

The County Sheriff is delegated to enforce the law within his county. (Elected) Where



Gladys McCoy spends some time with her husband, Bill, and five of their seven children in 1970 after she became the first black elected to the Portland School Board.

McCoy: Colleagues give praise

She has been a real inspiration. She was always thinking about other people.

Hank Miggins,
chief aide to
Gladys McCoy

Friends and co-workers
remember the force for good that
Gladys McCoy brought to her
work and the lives of others

McCOY

McCoy leaves proud legacy

Funeral Notices

2

McCoy - Gladys S. Funeral Thursday 11 am at Holy Cross Catholic Church, 5227 N. Bowdoin. Rosary Wednesday 7 pm at the Church. Viewing 11am-6pm Wednesday at Chapel of VANN & VANN, 5211 N. Williams. Interment Mt. Calvary Cemetery. In lieu of flowers, contributions to Diabetes Assoc. of Oregon.

McCoy Accomplishments

Gladys McCoy's death Sunday closed a career of public service and community involvement that spanned decades. McCoy, who was 65 when she died of cancer in her Portland home, broke many racial barriers and strived to increase diversity in all aspects of public life. Listed here are some of her accomplishments:

■ **1970** — Elected to the first of two terms on the Portland School Board. She was the first black to serve on the board, which to date has had four black members.

■ **1975-78** — Appointed state ombudsman by Gov. Robert Straub.

■ **1978** — Elected to the Multnomah County Board of Commissioners. First and only black elected to the board. Served until 1984, when she resigned to run an unsuccessful race for Portland City Council.

■ **1986** — Elected chair of the Multnomah County Board of Commissioners. Re-elected in 1990.

■ **Honors:**

• Woman of Achievement —

1974

• Oregon Mother of the Year — 1980

• Oregon Assembly of Black Affairs, Political Development Award — 1987

• Community Service Award, National Association of Blacks in Criminal Justice Services — 1987

• Service on numerous community and national boards, including the National Organization of Black Elected Officials and the Association of Oregon Counties. She was the first woman president of the state association and also was the second woman admitted to the Portland City Club when the traditionally all-male civic club finally agreed to admit women in 1973.

The Oregonian

Footprints on the Sands of Time

It is the ambition of most people to leave some footprints on the sands of time. We can name many great ones whose fame shall endure as long as man remains on this planet, for their lives have contributed much to the benefit of their fellowmen. There are others whose footprints are there but have left only a dark pattern on the memory of mankind by an influence that was not a benefit but a blight.

We can't all be great and famous, but all of us can use what time and talents we have in the best way we can to help others and make them happy. This is to leave shining footprints for someone to follow.

Gladys McCoy

Multnomah County's executive was committed to a 'rainbow coalition' before the phrase was popularized

Gladys McCoy believed that broad ethnic, racial and cultural representation made every community, committee and commission stronger. Bringing diverse peoples together was a goal and strategy that guided her performance as a public official and will be her legacy to her community.

The jewel of McCoy's county service has to be Columbia Villa, a North Portland public-housing neighborhood that criminals terrorized day and night just a few years back. The gang-shooting death of a teen-ager in 1988 spurred the county and the Housing Authority of Portland to launch an unprecedented public safety-public service program in the 544-unit development.

In Memory of Chairwoman Gladys McCoy, Multnomah County, Oregon,

Gladys McCoy believed in helping people, and was deeply committed to preserving Multnomah County as an entity, since that is what the people had voted to do. (Not consolidate)

It was only last week that Oregon Ethics Committee dismissed a probe regarding a parking lot lease, in which her son was part of it. Yet, City Center Parking got the contract, adding to their almost monopoly of down town parking. Should not the County Commission not consider such a future contract, and prevent a monopoly of down town parking? Perhaps a state law might be in order, as a memorial and help to her family, and others too.

Yes, Gladys McCoy will leave "footprints on the sands of time" that will be a benefit of their fellowmen. This influence will be a benefit, not a blight, and will "leave shining footprints for someone to follow." God Bless and Pray for her husband Bill, family, and friends.

Prayerfully and Earnestly,

Louise Weidlich
(Mrs.) Louise Weidlich, Director
Neighborhoods Protective Association

A Psalm of Life

HENRY WADSWORTH LONGFELLOW

(Born February 27, 1807, died March 24, 1882)

Tell me not, in mournful numbers,
Life is but an empty dream! —
For the soul is dead that slumbers
And things are not what they seem
Life is real! Life is earnest!
And the grave is not its goal;
Dust thou art, to dust returnest,
Was not spoken of the soul.

Not enjoyment, and not sorrow,
Is our destined end or way;
But to act, that each tomorrow
Find us farther than today.

Art is long, and Time is fleeting,
And our hearts, though stout and brave,
Still, like muffled drums, are beating
Funeral marches to the grave.

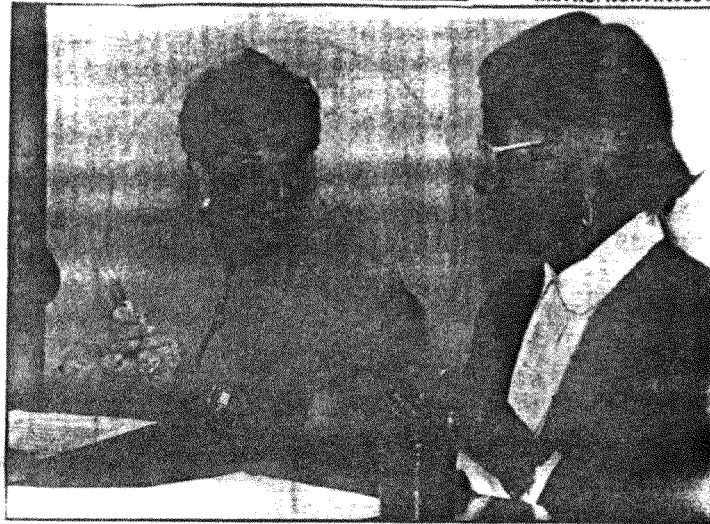
In the world's broad field of battle,
In the bivouac of life,
Be not like dumb, driven cattle!
Be a hero in the strife!

Trust no Future, how'er pleasant!
Let the dead Past bury its dead!
Act,—act in the living Present!
Heart within, and God o'erhead!

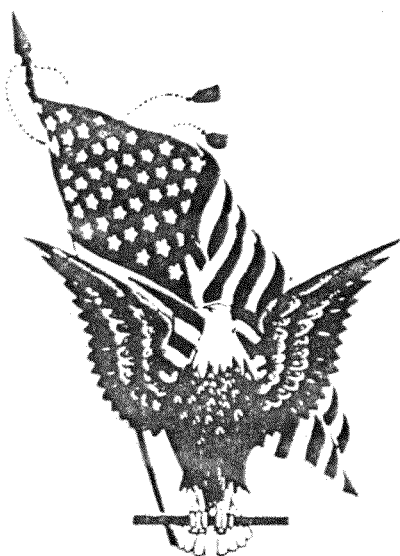
Lives of great men all remind us
We can make our lives sublime,
And, departing, leave behind us
Footprints on the sands of time.

Footprints, that perhaps another,
Sailing o'er life's solemn main,
A forlorn and shipwrecked brother,
Seeing, shall take heart again.

Let us then be up and doing,
With a heart for any fate;
Still achieving, still pursuing,
Learn to labor and to wait.



Making peace: Portland Mayor Vera Katz and Multnomah County Chairwoman Gladys McCoy are all smiles Friday after signing an agreement not to raid each other's budgets by changing the balance of taxes under Measure 5. A resolution supported by the pair requires each government not to increase its share of property taxes without agreement from the other. Under Measure 5, the county assessor must compress each government's tax collections proportionately if the amount levied would otherwise exceed \$10 per \$1,000 of assessed value. The resolution, known informally as the "peace treaty," carries no enforcement provisions. Katz and McCoy hope other jurisdictions in the Portland area will join the pact in the next several weeks.



THE AMERICAN'S CREED

"Breathes there a man with soul so dead, who never to himself hath said, this is my own, my native land."

SCOTT

I believe in the United States of America, as a government of the people, by the people, for the people; whose just powers are derived from the consent of the governed; a democracy in a republic; a sovereign nation of many sovereign states; a perfect union, one and inseparable; established upon those principles of freedom, equality, justice and humanity for which American patriots sacrificed their lives and fortunes.

I therefore believe it is my duty to my country to love it, to support its constitution, to obey its laws, to respect its flag, and to defend it against all enemies.

★ ★ ★ ★ ★ ★ ★

The American's Creed by William Tyler Page was adopted by an Act of Congress, April 6, 1918.

★ ★ ★ ★ ★ ★ ★

PUBLISHED BY THE

AMERICANISM EDUCATIONAL LEAGUE

BUENA PARK, CALIFORNIA 90620
(714) 828-5040 (714) 828-4674

In the matter of submitting the Chair's Proposed
1994-95 Budget to the Tax Supervising and
Conservation Commission as required by law

)
) RESOLUTION
) 94-69

WHEREAS, on April 19, 1994 the Board of County Commissioners, sitting as the Budget Committee under ORS Ch. 294, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

WHEREAS, the fluctuating nature of the County's Business Income Tax from year to year, and the uncertainty of property value growth often require budget adjustments after the end of May; and

WHEREAS, transmittal of the Budget to the Tax Supervising and Conservation Commission prior to May 15 is a statutory obligation;

THEREFORE BE IT RESOLVED, that the Division of Planning and Budget shall prepare the 1994-95 Executive Budget and forward it to the Tax Supervising and Conservation Commission.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
of 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: Tim Reddington,
Tax Supervising and Conservation Commission

FROM: Dave Warren, *DCW*
Multnomah County Budget Office

DATE: May 4, 1994

SUBJECT: 1994-95 Multnomah County Budget

BOARD OF
COUNTY COMMISSIONERS
1994 MAY - 4 PM 3:25
MULTNOMAH COUNTY
OREGON

On May 2, 1994, I delivered to your office the Multnomah County 1994-95 Budget. As the resolution accompanying the document says, the Board of County Commissioners, sitting as the Budget Committee, directed that the document be submitted to TSCC for review.

Because a majority of the Board intends to change programs included in the document, after public review beginning May 3, 1994, the Board was unwilling to use the word "approve" in the resolution or the budget document itself.

In conversations with me, you have expressed reluctance to accept this document for TSCC review under the Local Budget Law. Your reluctance stems from the County Commission's decision to submit the document with the caveat that the budget has not been "approved" by the Board.

What follows is my view as to why the budget submitted allows TSCC to proceed with review and certification.

Municipal corporations "submit" their budgets to the Tax Supervising and Conservation Commission for review (see ORS 294.635 and 294.640). The form and content of the budget is dictated by ORS 294.352. The Multnomah County budget for FY 1994-95 conforms to these requirements. Submission of the budget to Tax Supervising triggers review by TSCC to determine whether any budgeted item is not authorized by law and whether the total tax levy exceeds the amount permitted by law (ORS 294.650). TSCC then certifies to the levying Board any objections it may have to "adoption of the budget or any item therein" (ORS 294.645). Thus, adoption of the budget follows rather than precedes submission to TSCC. (See also, ORS 294.435 (2) - after receiving TSCC's certification governing body adopts budget and makes appropriations.)

The municipal corporation may not increase its property tax levy, and it may not increase the estimated expenditures in any fund more than ten percent above that submitted to TSCC (ORS 294.435 (2)). The municipal corporation may, on the other hand, amend the budget prior to adoption. Submission of the budget to TSCC does not limit a levying Board's ability to later change appropriations (ORS 294.435 (2)).

Tim Reddington
May 4, 1994
Page 2

In sum, by directing the Budget Office to submit the Multnomah County Executive Budget to the Tax Supervising and Conservation Commission, the Board of Commissioners has taken all the steps necessary for the Tax Supervising Commission to perform its statutory functions. The lack of consensus on the funding levels for various programs in the County's FY 1994-95 budget does not, in my view, impede TSCC. The budget submitted contains the required information in the required format.

If the Tax Supervising and Conservation Commission decides it cannot review the 1994-95 Multnomah County Budget as submitted on May 2, Multnomah County will take the necessary action to resubmit the budget. This will probably not change the fact, though, that the budget will still undergo further changes before adoption.

For pragmatic reasons, including the statutory deadlines and time frames within which Tax Supervising must complete its review, I urge you to consult with your legal counsel (Attorney General's office) and reach a determination as quickly as possible on whether resubmittal is required.

c Board of County Commissioners
Larry Kressel, County Counsel

MEETING DATE: ~~MAR 24 1994~~ ~~APR 07 1994~~

AGENDA NO: ~~R-5~~ ~~R-9~~

APR 21 1994

(Above Space for Board Clerk's Use ONLY)

R-3

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.

4/22/94 copies to David Olson

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

0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
1994 MAR 17 AM 11:33
MULTNOMAH COUNTY
OREGON

Before the
Consolidated Cable Communications Commission
1120 SW Fifth #1021
Portland, OR 97204

Authorizing reallocations and	)	Resolution No. 94-8
credits within Commission's)	
1994/95 budget to account for	)	Passed: April 18, 1994
annexation of Multnomah County)	
subscribers)	

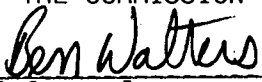
Section 1. Findings

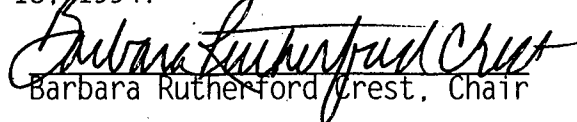
- 1.1 The Commission's 1994/95 budget request is presently pending before the Multnomah County Board of Commissioners.
- 1.2 Due to a significant, unanticipated annexation effective July 1, 1994, the number of cable subscribers attributable to Multnomah County under the Commission's cost allocation methodology is overstated. This in turn would cause Multnomah County to contribute a greater amount to the Commission's administrative budget in 1994/95 than would occur if the annexation was fully accounted for.
- 1.3 The Commission should fully credit Multnomah County for the amount in issue due to the annexation. To reduce the impact on the Commission's operations, the credit should be applied proportionately for the next three fiscal years until paid. The Commission should review its cost allocation methodology during FY 1994/95, and consult with all participating jurisdictions, prior to preparing the Commission's proposed budget for FY 1995/96.

Section 2. NOW, THEREFORE THE COMMISSION RESOLVES:

- 2.1 Multnomah County shall be fully credited for the amount in question arising from the annexation of July 1, 1994 insofar as it affects Multnomah County's contribution to the Commission's FY 94/95 budget.
- 2.2 Based on the most recent information from Paragon Cable, the correct number of annexed Multnomah County subscribers on July 1, 1994 is 4,432 households. Fully accounting for these subscribers would reduce Multnomah County's contribution to the Commission's administrative budget (\$362,865) from \$33,044 (9% of the budget) to \$18,941 (5% of the budget), a difference of \$14,103.
- 2.3 To reduce the impact on Commission operations, the Commission will pay or credit Multnomah County the amount of \$14,103 in installments of at least one-third of the total over the next three fiscal years, beginning FY 94/95.
- 2.4 The Commission shall review its cost allocation methodology during FY 1994/95, and consult with all participating jurisdictions, prior to preparing the Commission's proposed budget for FY 1995/96.

ADOPTED BY THE COMMISSION on April 18, 1994.


Legal Counsel


Barbara Ruthenford Crest, Chair

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland
Multnomah County

City of Gresham
City of Fairview

City of Troutdale
City of Wood Village

1120 SW Fifth Ave #1021, Portland, Oregon 97204
(503) 823-5385

April 15, 1994

TO: Commissioner Tanya Collier

FROM: Barbara Rutherford Crest, Chair
David C. Olson, Director



SUBJ: Commission's response to Multnomah County's concerns

We would like to thank you, the Board, and County staff for your patience in recent weeks as we have endeavored to respond appropriately to the issues raised by Multnomah County in the course of reviewing the Consolidated Cable Communications Commission budget. We also appreciate the Board's willingness to delay action on the budget so that adequate time could be allowed for us to address the County's concerns. The Commission is proud of the services it is providing to Multnomah County, and we hope that the County can take satisfaction in supporting a cost-effective cable program that protects County consumers and handles a complex regulatory area at relatively little cost (i.e. the County's overall share of the total administrative budget is less than 10% of the total).

With this in mind, we are proposing that the Commission take action to address the County's concerns as follows:

1. July 1 Annexation. Although the number of annexed subscribers was unintentionally misstated, we agree with the thrust of the memoranda (March 17 and March 18) from Ching Hay, the County's budget analyst. Unfortunately, the Commission's cost allocation methodology (approved by the County only six months before this budget was prepared) did *not* contemplate a significant annexation (on July 1) which would necessitate revisiting our allocation methodology before it would arise in due course (in November of each year). *However, in light of the oversight, we propose addressing this matter by the Commission fully crediting the County for the amounts in question due to the annexation.*
2. Corrected number of annexed subscribers/\$ at issue. Based on the most recent information from Paragon Cable, the correct number of July 1 annexed subscribers is 4,432. Accounting for these subscribers would reduce Multnomah County's contribution to the Commission's administrative budget (\$362,865) from \$33,044 (9% of the budget) to \$18,941 (5% of the budget), a difference of \$14,103.

3. Method for addressing Multnomah County's credit. As you know, issues of timing and process and other issues make it difficult for the Commission to rebudget for the upcoming year. We would have to explain to the Cities of Fairview, Gresham, Troutdale and Wood Village that they must pay proportionately more due to the annexation, redo the budget and resubmit it to all six jurisdictions. At the same time, crediting Multnomah County now for the full amount at stake from the FY 94-95 Commission budget could severely hamper the Commission's work and staffing. *Instead, with the County's approval, we would propose crediting Multnomah County with one third of the amount in question from each Commission budget over the next three years.* This will result in Multnomah County being fully reimbursed for the amount in question, hopefully without seriously hampering the Commission's ongoing work. For the upcoming year, we will look to the Commission's contingency fund and any other potential cost savings to fund one third of the amount.

4. Review of cost allocation methodology. In addition to crediting Multnomah County over the next three years, the Commission will also fully review its cost allocation methodology this summer and fall prior to preparing next year's budget proposal (for FY 95-96). We will revisit the assumptions of the methodology and consult with Multnomah County and the other jurisdictions, to ensure the allocation fairly accounts for the overall cost of the Commission's operations.

With this information and this proposal, we hope that Multnomah County and the Commission will be able to reach a satisfactory outcome that addresses the County's concerns. The Commission will consider the proposal set forth in this memorandum at its next meeting on Monday, April 18, 1994. We will, of course, immediately report any Commission decision to you. Once again, we appreciate the County's patience.

We have attached to this memorandum a revised worksheet which reflects the proposal made in this memorandum. Please contact us if you have further questions or need further information.

/DCO

Encl.

cc (w/ encl): Ching Hay, Multnomah County
Cable Commission members and staff

A:CCCCBUD.MC

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

Cost Allocation Worksheet

CORRECTED

FY 1994-95 Budget : \$362,865

Functions	Cost Allocation Unit	.....Cost 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	107,086.0	26,988	\$0.54	57,965	14,608
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	107,086.0	26,988	\$0.27	28,982	7,304
6. Administration	Prop. to 1,2,3 ,4&5	10.0%	36,287	1.0	62.6%	37.4%	Prop. to 1-5	22,717	13,570
Total		100.0%	\$362,865					\$227,165	\$135,700

Cost Savings Comparison

	No. of Subs *	MCRC % Dist.	FY 93-94 Budget	FY 1994-95 Budget(Prop)	Jurisd. Incr./((Decr.)	
					Amount	Percentage
Portland	107,086		\$209,757	\$227,165	\$17,408	8.3%
E. County(former MCRC)	26,988	100.0%	132,026	135,700	\$3,674	2.8%
Gresham	19,193	71.1%	\$74,126	\$96,505	\$22,379	30.2%
Multnomah Co. **	3,767	14.0%	\$42,170	\$18,941	(\$23,229)	-55.1%
Troutdale	2,454	9.1%	\$9,347	\$12,339	\$2,992	32.0%
Fairview	883	3.3%	\$3,402	\$4,440	\$1,038	30.5%
Wood Village	691	2.6%	\$2,981	\$3,474	\$493	16.6%
Total	134,074		\$341,783	\$362,865	\$21,082	6.2%

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

As of July 1, 1994, Portland would have 107,086 subscribers, and Multnomah County would have 3,767 due to the anticipated annexation of 4,432 subscribers on 6/30/94.

** The cost of regulating 4,432 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.

No. of subscribers anticipated to be annexed	4,432
Total cost of functions 2 & 5.	<u>\$0.81</u>
Cost absorbed by City of Portland for the annexed subscribers.	\$3,590

(budget)a:\4alloc3

15-Apr-94



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 *CH*
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  _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the)
Consolidated Cable Communi-) RESOLUTION
cations Commission Proposed FY) 94- 70
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 Budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission; and

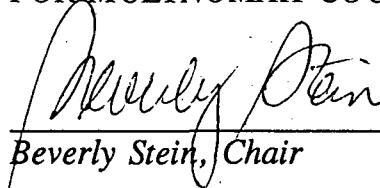
WHEREAS, the Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction; now therefore

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

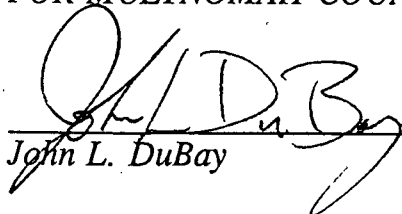
DATED this 21st day of April, 1994.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON


John L. DuBay

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.

finsumm

06-Jan-94

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		

11234VineItem

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		
NATO Regional for One	900	800
NATO National Conference for One	2,200	1,100
NATO 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:		
NATO	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 Unit	.....Cost 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.

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

summ9495

06-Jan-94

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

**MT.
HOOD
COMMUNITY
COLLEGE**

28000 S.E. STARK ST. GRESHAM, OREGON 97030 • (503) 667-6422 • FAX (503) 667-7389

MEMO

Dr. 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 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	367616	421257	396448	452205
	77				
511 Payroll Taxes	31411	45195	43936	36416	39925
512 Pension Contributions	21669	26104	30428	29341	31855
513 Med/Dent/Life/Dis Insurance	25713	34849	37779	35417	37825
521 Employee Recruitment	908	715	1209	500	500
522 Temporary Outside Help	19399	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	1046	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	85	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	7890	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	94	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	6500
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	4793	2000	2000
653 Repair & maint-Equipment	7707	8506	7378	15000	16500
654 Other Repairs & Maintenance	1164	2228	2612	2000	2000
661 Office Supplies	3923	4682	5079	6000	6000
662 Video Tapes	5428	4985	5195	7000	8000
663 Replacement Bulbs	3031	3108	4488	5000	4000
664 Batteries	295	219	140	250	250
665 Small Tools & Equipment	5666	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	166	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	22797	21320	22500
702 Bank Service Chrgs.	0	33	234	0	300
				0	
TOTAL ACCRUED BUDG/EXP	572201	683838	726704	691181	759385
FIXED ASSETS					
163 Building Improvements	73288	19560	101411	1014	0
164 Production Equipment	82113	151546	91785	50011	0
165 Programming Equipment	27212	19045	3397	12323	0
166 Office Equip, Furn & Fxtrs	35009	6865	84175	0	0
167 Vehicles	58403	0	0	0	0
TOTAL FIXED ASSETS BUDG/EXP	286023	197016	280768	63348	0
252 Principal Payments - Mortgages	3698	4963	3718	1820	2000
TOTAL BUDG/EXP	861922	895817	1011190	756449	761385

PORTLAND CABLE ACCESS TELEVISION

84-85 OPERATING BUDGET
BUDGETED AMOUNTS

ACCOUNT	GEN BUDGET	PROD	PROG	OUT/ VOL	TRAIN	GOVT	SECNDR PRJS	NE FAX	NORTH FAX	BUDGET TOTAL
501 Salaries	108223	128889	129892	0	28044	57377	0	0	0	452205
511 Payroll Taxes	9505	11429	11480	0	2490	5021	0	0	0	39925
512 Pension Contributions	8357	9032	8842	0	2147	3477	0	0	0	31855
513 Med/Dent/Life/Ols Insurance	7055	11523	11523	0	2821	4703	0	0	0	37825
521 Employee Recruitment	500	0	0	0	0	0	0	0	0	500
522 Temporary Outside Help	0	0	14000	0	0	1000	0	0	0	15000
531 Training & Education - Staff	5000	0	0	0	0	0	0	0	0	5000
532 Training & Education - Board	1500	0	0	0	0	0	0	0	0	1500
541 Local Travel	1000	0	0	0	0	0	0	0	0	1000
542 Out of Town Travel	6000	0	0	0	0	0	0	0	0	6000
543 Hospitality	1500	0	0	750	0	0	0	0	0	2250
544 Board of Directors	1000	0	0	0	0	0	0	0	0	1000
601 Accounting	14000	0	0	0	0	0	0	0	0	14000
602 Legal	3500	0	0	0	0	0	0	0	0	3500
603 Computer Programming	250	0	0	0	0	0	0	0	0	250
604 Other Professional Services	8000	0	0	0	0	0	0	0	0	8000
621 Janitorial Service	0	0	0	0	0	0	0	3000	0	3000
622 Security Service	0	0	0	0	0	0	0	1750	0	1750
623 Photographic Services	0	0	0	250	0	0	0	0	0	250
624 Data Processing	0	0	0	0	0	0	0	0	0	0
625 Other Outside Services	750	0	0	0	0	0	0	0	0	750
631 Electricity	0	0	0	0	0	0	0	10000	0	10000
632 Telephone	0	0	0	0	0	0	0	6500	0	6500
633 Other Utilities	0	0	0	0	0	0	0	2225	0	2225
641 Equipment Rental	500	0	0	0	0	0	0	0	0	500
651 Repair & Maint-Vehicles	0	1000	0	0	0	0	0	0	0	1000
652 Repair & Maint-Bldgs/Grounds	0	0	0	0	0	0	0	2000	0	2000
653 Repair & maint-Equipment	0	12500	4000	0	0	0	0	0	0	16500
654 Other Repairs & Maintenance	1000	1000	0	0	0	0	0	0	0	2000
661 Office Supplies	6000	0	0	0	0	0	0	0	0	6000
662 Video Tapes	0	3500	2000	0	0	2500	0	0	0	8000
663 Replacement Bulbs	0	4000	0	0	0	0	0	0	0	4000
664 Batteries	0	250	0	0	0	0	0	0	0	250
665 Small Tools & Equipment	0	3500	1500	0	0	0	0	500	0	5500
671 Printing and Duplication	5000	0	0	5000	0	0	0	0	0	10000
672 Postage and Shipping	3500	0	0	2500	0	0	0	0	0	6000
681 Vehicle Expense	0	500	0	0	0	0	0	0	0	500
682 Computer Software	0	0	0	0	0	0	0	0	0	0
683 Dues and Subscriptions	750	0	0	0	0	0	0	0	0	750
684 Fees	1250	0	0	0	0	0	0	0	0	1250
685 Insurance	11500	8000	0	0	0	0	0	3500	0	23000
686 Property Taxes	0	0	0	0	0	0	0	0	0	0
687 Advertising	500	0	0	4000	0	0	0	0	0	4500
688 Miscellaneous Expenses	750	0	0	0	0	0	0	0	0	750
700 Interest Expense	0	0	0	0	0	0	0	22500	0	22500
702 Bank Service Chrgs.	300	0	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 refranchising,
- 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
Educational Producer

\$ 18,907-27,602
\$ 14,976-21,258

Public Access

Training Coordinator
Production Specialist

\$ 17,236-24,939
\$ 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
Intern .4 FTE
Intern .4 FTE

\$ 8,986-12,755
\$ 4,368- 4,674
\$ 4,368- 4,674

Educational Programming

Production Specialist .4 FTE
Intern .5 FTE

\$ 5,990- 8,503
\$ 5,460- 5,843

Public Access

Production Specialist .8 FTE
Production Specialist .8 FTE
Production Specialist .8 FTE

\$ 11,981-17,006
\$ 11,981-17,006
\$ 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.

II,
PLEASE PRINT LEGIBLY!

MEETING DATE

4/21/94

NAME

JOHN C SWANSON

ADDRESS

22700 S. CENTRAL POINT RD

STREET

CANBY OR

97012

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-4

SUPPORT

✓

OPPOSE

✓

SUBMIT TO BOARD CLERK

DID NOT SPEAK

PLEASE PRINT LEGIBLY!

MEETING DATE

4-21/94

NAME

Nancy Chase

ADDRESS

Metro Parks & Recreation

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R4

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: APR 21 1994

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Neighborhood Greenspaces Concept Development Committee

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: 30 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT:

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

4/22/94 copies to Commissioner Saltzman, Chair Stein,
Betsy Williams, Bev Scott,
Larry Baxter
This resolution takes the opportunity of Earth Day 1994 to recognize the potential environmental value of some county Tax Foreclosed Properties. It will create a Neighborhood Greenspaces Concept Development Committee which will establish criteria for a "Greenspace Screen" in the County Tax Foreclosure Process.

This action is deemed necessary as there is currently no procedure to designate a property as having significant environmental qualities in the Multnomah County Tax Foreclosure Process.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Forward copy to Betsy Williams on 4-15-94.

1994 APR 14 AM 11:50
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: APRIL 14, 1994

REQUESTED PLACEMENT DATE: APRIL 21, 1994

RE: Resolution In the Matter of Creating a Neighborhood Greenspaces
Concept Development Committee to establish Greenspace Screen
Criteria in the County Tax Foreclosure Process.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

On March 22, 1994 Commissioner Saltzman discussed a working draft of a "Neighborhood Greenspaces Ordinance" in context of the Tax Title reorganization. During that briefing the Board of County Commissioners was in agreement that the creation of an environmental, or "greenspaces" screen of tax foreclosed properties should be pursued.

This resolution creates a Neighborhood Greenspaces Concept Development Committee which will make recommendations regarding the inclusion of a "greenspaces screen" in the tax foreclosure process. Commissioner Saltzman is asking that the Board approve of the creation of this committee prior to the completion of the "Neighborhood Greenspaces Ordinance" as it will provide an opportunity for the committee's recommendations to be included in the reorganization of tax title which is currently underway.

III. Financial Impact

None.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None. The Board of County Commissioners expressed consensus at the March 22, 1994 "Neighborhood Greenspaces Ordinance" briefing that the creation of a greenspaces screen be pursued.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

Yes. Interested citizens will be asked to participate in the committee.

VIII. Other Government Participation:

The committee will include a representatives from the Department of Environmental Services, the Metro, Portland and Gresham Parks Departments, and the Board of County Commissioners.

of Creating a Neighborhood Greenspaces
Development Committee to establish Greenspace
ia in the County Tax Foreclosure Process.

)
)
)

RESOLUTION

the 25th anniversary of Earth Day is an appropriate time for the County to
at greenspaces are of significant value to our communities.

many properties that come into County ownership through the tax foreclosure
have significant environmental qualities; and

these properties may provide value as a greenspace unique to a neighborhood,
ore regional value as greenspace that is part of a flyway, a wetlands resource o
tat; and

there is currently no provision in the tax foreclosure process that considers
al values of a property; and

the Board of County Commissioners has expressed consensus that a greenspace
county tax foreclosure process be established that recognizes a property's
alue and its value to long run quality of life in our community.

BEFORE, BE IT RESOLVED, That,

is hereby created a Neighborhood Greenspaces Concept Development

Neighborhood Greenspaces Concept Development Committee shall be made up
a ten members, appointed by the Chair, representing the following interests:
nd, and Gresham Parks Departments, the Department of Environmental
Board of County Commissioners, the Office of Neighborhood Associations, and
tatives of organizations that advocate for environmental concerns.

Committee shall recommend appropriate criteria for a "greenspaces screen" to l
ounty tax foreclosed properties. These recommendations shall be made in a
er so as to allow their incorporation into the restructuring of the tax foreclosure

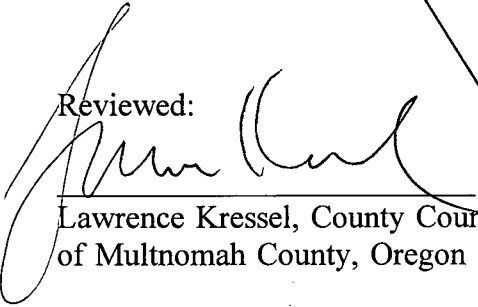
1. There is hereby created a Neighborhood Greenspaces Concept Development Committee.
2. The Neighborhood Greenspaces Concept Development Committee shall be made up of not more than ten members, appointed by the Chair, representing the following interests: Metro, Portland, and Gresham Parks Departments, the Department of Environmental Services, the Board of County Commissioners, the Office of Neighborhood Associations, and two representatives of organizations that advocate for environmental concerns.
3. The Committee shall recommend appropriate criteria for a "greenspaces screen" to be applied to County tax foreclosed properties. These recommendations shall be made in a timely manner so as to allow their incorporation into the restructuring of the tax foreclosure process.
4. After the development of "greenspaces screen" criteria, the Concept Committee will make recommendations as to composition and charge of a standing Citizen's Review Committee. The Citizen's Review Committee will utilize the "greenspace screen" criteria to make recommendations to Tax Title and the Board of County Commissioners about what properties should be designated as "neighborhood greenspace". In addition, the Concept

Committee will make a recommendation as to whether the Citizen's Review Committee should also review proposed acquisitions from the County's Natural Areas Fund, how to integrate county tax foreclosed properties into the Metro Greenspaces Master Plan, Metro's regional mapping system, and Portland and Gresham Parks Master Plans.

ADOPTED this _____ day of _____, 1994.

By: _____
Beverly Stein, Chair
Multnomah County, Oregon

Reviewed:



Lawrence Kressel, County Counsel
of Multnomah County, Oregon

Chair Stein

AMENDMENT TO AGENDA ITEM R-4

In the Matter of Creating a Neighborhood Greenspaces Concept Development Committee to Establish Greenspace Screen Criteria in the County Tax Foreclosure Process.

Page 1, Paragraph 7

2. The Neighborhood Greenspaces Concept Development Committee shall be made up of no more than ten members, appointed by the Chair, representing the following interests: Metro, Portland, and Gresham Parks Departments, and a representative from the NE Cities, the Department of Environmental Services, the Board of County Commissioners, the Office of Neighborhood Associations, and two representatives of organizations that advocate for environmental concerns.

Page 1, Paragraph 9

4. After the development of "greenspaces screen" criteria, the Concept Committee will make recommendations as to composition and charge of a standing Citizen's Review Committee. The Citizen's Review Committee will utilize the "greenspace screen" criteria to make recommendations to Tax Title and the Board of County Commissioners about what properties should be designated as "neighborhood greenspace". In addition, the Concept Committee will make a recommendation as to whether the Citizen's Review Committee should also review proposed acquisitions from the County's Natural Areas Fund, how to integrate county tax foreclosed properties into the Metro greenspaces Master Plan, Metro's regional mapping system, and Portland and Gresham Parks Master Plans, the NE Cities plans and the Columbia River Gorge National Scenic Plans.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Creating a Neighborhood Greenspaces)	
Concept Development Committee to Establish Greenspace	)	RESOLUTION
Screen Criteria in the County Tax Foreclosure Process.	)	94-71

WHEREAS, the 25th anniversary of Earth Day is an appropriate time for the County to recognize that greenspaces are of significant value to our communities.

WHEREAS, many properties that come into County ownership through the tax foreclosure process may have significant environmental qualities; and

WHEREAS, these properties may provide value as a greenspace unique to a neighborhood, or may have more regional value as greenspace that is part of a flyway, a wetlands resource or wildlife habitat; and

WHEREAS, there is currently no provision in the tax foreclosure process that considers environmental values of a property; and

WHEREAS, the Board of County Commissioners has expressed consensus that a greenspaces screen in the county tax foreclosure process be established that recognizes a property's greenspace value and its value to long run quality of life in our community.

NOW, THEREFORE, BE IT RESOLVED, That,

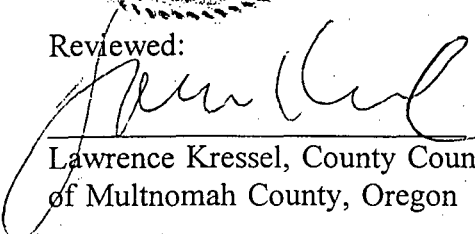
1. There is hereby created a Neighborhood Greenspaces Concept Development Committee.
2. The Neighborhood Greenspaces Concept Development Committee shall be made up of no more than ten members, appointed by the Chair, representing the following interests: Metro, Portland, and Gresham Parks Departments, and a representative from the NE Cities, the Department of Environmental Services, the Board of County Commissioners, the Office of Neighborhood Associations, and two representatives of organizations that advocate for environmental concerns.
3. The Committee shall recommend appropriate criteria for a "greenspaces screen" to be applied to County tax foreclosed properties. These recommendations shall be made in a timely manner so as to allow their incorporation into the restructuring of the tax foreclosure process.
4. After the development of "greenspaces screen" criteria, the Concept Committee will make recommendations as to composition and charge of a standing Citizen's Review Committee. The Citizen's Review Committee will utilize the "greenspace screen" criteria to make recommendations to Tax Title and the Board of County Commissioners about what

properties should be designated as "neighborhood greenspace". In addition, the Concept Committee will make a recommendation as to whether the Citizen's Review Committee should also review proposed acquisitions from the County's Natural Areas Fund, how to integrate county tax foreclosed properties into the Metro Greenspaces Master Plan, Metro's regional mapping system, and Portland and Gresham Parks Master Plans, the NE Cities plans and the Columbia River Gorge National Scenic Plans.

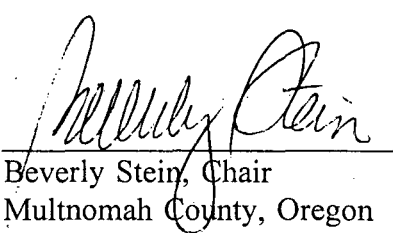
ADOPTED this 21st day of April, 1994.



Reviewed:


Lawrence Kressel, County Counsel
of Multnomah County, Oregon

By:


Beverly Stein, Chair
Multnomah County, Oregon

Meeting Date: APR 21 1994

Agenda No.: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - COMMUNITY CAPACITY BUILDING

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: APRIL 21 14 1994
Amount of Time Needed: 10 minutes

DEPARTMENT: NON-DEPARTMENTAL

DIVISION: CHAIR STEIN

CONTACT: HELEN RICHARDSON

TELEPHONE: 248-3982

BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: HELEN RICHARDSON

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request for approval of an application to the Oregon Community Foundation for a grant in the amount of \$15,000 to fund a staff position to assist residents in building the capacity of their community. *ch*

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
OR

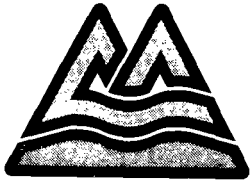
Beverly Stein *Beverly Stein*

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 APR 12 PM 2:36

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

MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES
ROOM 1410, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OR 97204
PHONE (503) 248-3897 FAX: (503) 248-3093
COUNTY INFORMATION TDD (503) 248-5040

MEMORANDUM

To: Beverly Stein, Chair
Board of County Commissioners

From: Helen Richardson

Date: April 5, 1994

Subject: Notice of Intent to Apply for funds from Oregon Community Foundation

=====

Description of Proposed Project: A Neighborhood Resource Development Specialist will work to increase the capacity of the people living in a defined area of Multnomah County to support its children and families. With a team of county outreach workers, the Neighborhood Resource Development Specialist will identify assets and strengths, bring them together and form partnerships which put citizens at the forefront of problem-solving.

Project Importance: Public trust in government is low at the same time Measure 5 has restricted resources available to serve the public. This pilot project will assist in transforming government's way of operating and improving the lives of children and families through a strategy based on community empowerment, integrating services and building partnerships.

Who and How many will be served? Approximately 20% of the selected area residents

Funding sources and amount for project: Project Total - \$30,000
Oregon Community Foundation - \$15,000
Multnomah County - \$15,000.
Additional in-kind services will be available from Portland Educational Network.

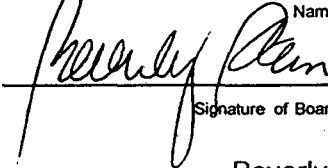
THE OREGON COMMUNITY FOUNDATION

621 S.W. Morrison, Suite 725
Portland, Oregon 97205
227-6846

94-490

1FA,BB

Read "Instructions for Grant Applications" before completing this form.

ORGANIZATION NAME: Multnomah County Date April 1, 1994ADDRESS: 1120 SW Fifth, Room 1410 Portland Oregon 97204
Street City State ZipCONTACT: Helen Richardson Director, Multnomah Commission on Children & Families 248-3982
Name Title Telephone
Signature of Board PresidentBeverly Stein

Type

DNA
Signature of Executive Director

Type

PROPOSAL INFORMATION

1. Total proposal budget \$
- 30,000
- Amount requested from OCF \$
- 15,000

Who and how many will be served by the project: Residents of the selected areas will be served
directly 5% to 10% indirectly 20% to 30%

2. Describe the purpose and duration of the project for which you are seeking funds:

Multnomah County is committed to improving the lives of children and families through a strategy based on community empowerment, integrating services, and building partnerships between the public and private sectors. The purpose of this project is to demonstrate the effectiveness of a Neighborhood Resource Development Specialist (Community Organizer) in increasing the capacity of the people living in a defined area of Multnomah County to support its children and families. Modeled after the Patch Project in Linn County, Iowa (an HHS sponsored technology transfer from Great Britain), the Specialist will lead a team of County Outreach Workers in identifying community assets and strengths, bringing those resources together, providing desired support and training, and forming partnerships among the various parties which place the community's citizens at the forefront of addressing their own problems. The Resource Specialist will work with the team and community members to eliminate barriers as they are identified. When necessary, the Specialist will facilitate bringing service-related problems to the appropriate service organization for resolution or facilitate citizen to citizen connections. The initial project period will be one year. We anticipate using project information to expand this concept throughout the County.

3. What is the need for project and how was the need determined?

Public trust of government is at an all time low. At the same time, Measure 5 has restricted the resources available to serve the public. Both phenomena call for transforming government's way of operating and its connection with citizens. Multnomah County believes that a transformed government will serve as a catalyst for leveraging resources and partnerships, will be community-based and build on the strengths of families and communities, and will connect with people on their terms - in their homes, in their schools, and in their neighborhoods. Multnomah County wants to draw on the best national and international practices to create a model of such government service. We are prepared to learn from this pilot and integrate those insights into the County's family support networks.

4. What are the project's specific objectives? Include a timeline for accomplishing these objectives and measurable outcomes to be achieved.

Objective

Timeline

Educate residents on current community resources.	6 months
Demystify government process for residents through building connections with agencies in community.	6 months
Train residents on identifying, accessing, and linking to traditional community resources.	6 months
Train residents as community advocates for district area.	12 months
Assist residents in developing training curriculum and materials for on-going resident development (training the next generation of community advocates).	12 months
Mobilize residents to develop neighborhood resource materials to provide to individuals seeking immediate community resources.	12 months

Measurable Outcomes

Are targeted residents knowledgeable on community resources that are available within their district area?

Are targeted residents knowledgeable on how to access existing community resources within their district area?

Have targeted residents developed a reputation in their community as the person to talk to if you want to find out what's available? (Are they seen as valuable community resources?)

Have targeted residents mobilized other community members through training and outreach efforts within their district? Did targeted residents develop a training curriculum? Is it utilized?

Do citizens know service providers and see them in positive roles?

Did community residents develop an easy guide to community resources in their district?

5. Why is this an appropriate project for your organization? Indicate your organization's special qualifications to address these objectives:

Multnomah County provides social services to the County's neediest citizens; therefore, we are the most appropriate entity to develop and implement this project. Placing this pilot project under the supervision of the Director of the Multnomah Commission on Children and Families is consistent with the Commission's charge to create a wellness-based comprehensive plan for the children and families of Multnomah County that focuses on strengths and assets; to identify and support proven services and encourage new approaches; to bring citizens and other stakeholders and knowledgeholders together in both developing and implementing the plan. This project has the potential to bring together many parties to create a better system of services, indeed a major shift in our approach to providing social services to children and families.

6. List other groups addressing the same or related objectives and the extent of your coordination with each in developing your proposal:

Multnomah County and Multnomah Commission on Children and Families (MCCF) in cooperation with Children's First of Oregon, Portland State University's Portland Education Network, the Volunteer Center, The Leaders Roundtable, and various other community organizations are hosting a series of community gatherings to identify the good things in our communities. By "Celebrating Community Strengths," we will

build a map of community resources that currently exist in each of our six districts. The MCCF will utilize these maps in developing a comprehensive plan on providing services for children and families and identify existing gaps in the current service delivery system. Our partners in this project will be active participants in our community organizing efforts when these meetings are completed in April. These meetings will assist us in determining which district offers our organizer the most supportive environment to ensure the success of their efforts. As per the objectives of this project, we will be well on our way to developing a community resource guide.

Multnomah County is working with Partners for Human Investment to provide technical assistance to local organizing efforts utilizing their catalytic leadership model. The County is in contact with the City of Portland's Bureau of Housing and Community Development which is exploring the use of community organizers in empowering community residents to ensure coordination with similar projects they may develop. Portland Education Network has assigned us a .5 FTE and 2 graduate students to assist in our community organizing efforts. Wherever possible, without compromising our overall mission, we will continue to seek out partners in our community organizing efforts.

7. Project expense summary:

Personnel \$ 28,000

Occupancy \$ _____

Equipment/Supplies \$ 300

Meeting/Travel \$ 1,500

Other/Misc. \$ 200

Total project expense \$ 30,000

8. Project revenue summary:

Foundations* \$ 15,000

Corporations* \$ _____

Government* \$ 15,000

Sales/fees/fundraising \$ _____

Other _____ \$ _____

Total project revenue \$ 30,000

* List sources of support being approached, in the space below:

<u>Source</u>	<u>Amount Requested</u>	<u>Current Status</u>
Multnomah County	\$15,000	Approved

9. If project is ongoing, how will it be funded in the future? Please be specific.

Success of this pilot project will result in Multnomah County supporting and expanding it to other neighborhoods. A newly funded County Outreach Coordinator function can be expanded to link with this project. Northwest Regional Laboratory has expressed interest in joining the County to approach Kellogg Foundation for additional support. The County has begun a dialogue with Casey Foundation about the possibility of joint efforts in this arena.

10. Describe the project evaluation plan. Please be very specific about who will evaluate the project and about how they will judge success (such as dollars saved, problems ameliorated, etc.)

The project evaluation plan is based on the outcome measures listed above. The Neighborhood Resource Development Specialist and County Outreach Workers will be responsible for tracking the data required. Evaluation of the project will be the responsibility of the Multnomah County Community and Family Services Division and the Multnomah Commission on Children and Families Director. We are exploring with Northwest Regional Laboratories and Portland State University the possibility of engaging an outside evaluator.

MEETING DATE: APR 21 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exemption to RFP Process to Select Broker for McCoy Bldg. Retail Space

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 21

REGULAR MEETING: Date Requested: April 14, 1994

Amount of Time Needed: 10 Minutes

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Mgmt.

CONTACT: Jim Emerson TELEPHONE #: 248-3322
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Jim Emerson, Dwayne Prather, APP Repr.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Due to citizen input, County has agreed to resume pursuit - for a 6-month period, of a retail tenant for the ground floor space in the McCoy Building, instead of converting it into a health clinic immediately. A partnership -of local business people and the PDC, coordinated by the Association for Portland Progress, is working with the County to enhance prospects for a timely and appropriate tenancy.

This request, if approved, saves over two months in the selection process for a broker, by substituting a fair and streamlined APP process for the County's standard RFP procedure.

4/22/94 original & copy to Jim Emerson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein *(Signature)*

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 APR 12 PM 2:35
MULTI-NOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES


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

0516C/63

6/93

MEMO

To: Board of County Commissioners

From: Jim Emerson 

Date: March 31, 1994

Re: Staff Report, Exemption Request for Broker Services
to Lease Ground Floor of McCoy Building

- I. Action Requested: approve exemption to RFP process for selection of New & Neville Real Estate Services, Inc. as broker to market the ground floor of the McCoy Building for six months, with potential six-month extension at County's option.
- II. Background: This firm is highly recommended by the Business Development Team facilitated by the Association for Portland Progress. Please see attached March 29 memo.
- III. Financial Impact: approval may save about \$135,000 in revenue to Health Department from CareOregon clients, compared to the added project time if a regular RFP were used.
- IV. Legal Issues: none
- V . Controversial issues; none
- VI. Link to Current County Policies: consistent with efforts to improve responsiveness to public and save money.
- VII. Citizen Participation: This issue arose as a result of citizen participation, and the APP Team making the recommendation is comprised of citizen businesspeople.
- VIII. Other Government Participation: none

Suite 1000
520
SW Yamhill
Portland
OR, 97204
503
224-8644
Fax
503
323-9186

ASSOCIATION FOR PORTLAND PROGRESS

April 4, 1994

Officers

Solomon D. Menashe
Chairman

J. Clayton Hering
Chairman-Elect

W. Charles Armstrong
Treasurer

Richard G. Reiten
Past Chairman

Robert Ames
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John Eskildsen
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Tammy Hickel
Philip A. Kalberer
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William S. Naito
Kenneth M. Novack
Patrick R. Prendergast
Judith A. Ramaley
Robert L. Ridgley
R.M. Schafbuch
Timothy R. Slapnicka
Todd Stenning
Fred A. Stickel

Past Chairmen

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Robert H. Huntington
Patrick R. Prendergast
Richard G. Reiten

Ruth E. Scott
President and CEO

Commissioner Beverly Stein
Multnomah County Chairwoman
1120 SW Fifth Avenue, Room 1410
Portland, OR 97204

Dear Beverly:

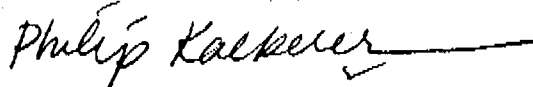
I wanted to take this opportunity to update you on the APP/County Development Team's progress on selecting a leasing agent for the ground-level McCoy Building space.

APP facilitated the leasing agent selection process and sent Requests for Proposals to all qualified real estate firms. The team reviewed six written proposals and selected three candidates for oral interviews. After the oral interviews, the team spent considerable time comparing and ranking the final three companies.

Based on this process, the Development Team would like to make a final recommendation to the County to select New and Neville Real Estate Services. New and Neville has a proven track record of success in leasing downtown retail spaces and their primary focus is retail leasing rather than a mixture of retail and office leasing. They demonstrated a thorough understanding of the downtown retail market and made a commitment to making this project a high priority. If this recommendation is approved by the County, the development of a business plan will be the next step. The leasing agent will be a necessary player in helping complete this plan.

I thank you for helping create this successful partnership. We will continue to work hard to achieve our ultimate goal of placing a solid retail tenant in this space. If you have questions or comments, don't hesitate to contact me.

Sincerely,



Philip Kalberer
Development Team Chairman

CC: County Commissioner Dan Saltzman
Solomon D. Menashe, APP Chairman
Alan Jensen, APP Human Services Chairman
Ruth E. Scott, APP President

development3.10




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMO

To: Lillie Walker

From: Jim Emerson 

Date: April 7, 1994

Re: ADDENDUM to March 29 Exemption Request for Broker Services

Please consider the following information to be integral with the March 29 memo on this topic.

1. The APP Business Development Team did interview the three top respondents on March 31st, and selected New & Neville Real Estate Services, Inc. as the recommended broker. New & Neville was the first choice of each member of the Team.
2. The April 7th Agenda placement was withdrawn when we realized that an RFP exemption procedure normally does not go to the full Board. However, at the request of the Chair, the issue will be presented to the Board on April 14th.
3. The attached letter from APP supports the concept and process used.

Please provide an indication of your response and/or support prior to April 14. Thank you.

**MULTNOMAH**

To CARRIE	From JIM
Co./Dept. WORK	Co.
Phone #	Phone # 3322
Fax # 5262	Fax #

BEVERLY STEIN
COUNTY CHAIREMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3787

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202**MEMORANDUM**

TO: Beverly Stein, County Chair

FROM: Lillie M. Walker, Director
Purchasing, Contracts and Central Stores

DATE: April 3, 1994

SUBJECT: REQUEST FOR EXEMPTION FROM THE COMPETITIVE RFP PROCESS TO
SELECT A BROKER TO MARKET THE RETAIL SPACE IN THE GLADYS
MCCOY BUILDING.

Attached please find a memorandum from the Department of Environmental Services, Facilities Management requesting an exemption from the competitive RFP process to contract for broker services for the first floor of the Gladys McCoy Building. This contract will be for six months with a possible six month extension. Financial obligation of the County is incurred only if an acceptable lease is signed. Potential commissions may be \$25,000 - \$45,000.

The Purchasing Staff has reviewed the exemption request and finds that:

1. Informal competition is currently being solicited to select the best qualified broker team.
2. After 2 years of attempting to lease this space, the Board approved conversion of this space into a health clinic.
3. Recently, nearby property owners raised a concern about opening a public health clinic on the bus mall.
4. The County has agreed to pursue more effective marketing for an additional six month period to continue to lease this space for retail purposes. In six months, the County can evaluate and determine the feasibility of continuing the marketing effort.

Page 2

Exemption Request for Broker Services

5. This exemption will reduce the time of executing a contract with a broker by slightly over two months. The more expedient the execution of this contract, the less delay will be created in opening the new health clinic. Clinic revenue will be approximately \$57,000 per month. Any additional delay will decrease revenue to the County.

The Purchasing staff recommends approval of the exemption because it does not encourage favoritism and is the most cost effective method to contract for broker services.

APPROVEDDENIEDBeverly Stein, County ChairBeverly Stein, County ChairDateDate

Attachments

c: F. Wayne George
Bob Oberst
Dwayne Prather
Betsy Williams
Jan Thompson

E41




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMO

To: Lilly Walker

From: Jim Emerson 

Date: March 29, 1994

Re: Exemption Request for Selection of Broker Services

This memo is to request your support for an exemption to the RFP procedures for the selection of a broker to market the retail space on the ground floor of the Gladys McCoy Building for a period of 6 months, with a potential 6-month extension at the County's option. Financial obligation to the broker is incurred only if an acceptable lease is signed. Potential commissions are in the \$25,000 - 45,000 range.

Background:

The J.K. Gill store had been on the ground floor of the (then) Gill Building from its construction in 1923 until 1991. After the store closed, the County attempted to lease the space, first via the Property Manager directly and later through a listing broker. Two years produced no appreciable results. Meanwhile, the Health Department developed a strong need for clinic growth space at the McCoy Building, and worked with us to develop a preliminary plan for converting the ground floor into a clinic. We received Board authorization and budget for this project in April 1993.

Preliminary planning within the Health Department, obtaining confirmation from the City that zoning allows the use, selection of design firms for the first phase, and schematic design, occupied the next 8 months. We were about to do the detail design when some nearby property owners raised a concern (about the appropriateness of a public health clinic on the bus mall) to the Association for Portland Progress (APP) and the Board of County Commissioners.

After negotiation, the County agreed in essence to allow the APP to help facilitate more effective marketing for the space for 6 months. At that time, the County can decide whether the "leads" in hand justify an extension of the marketing effort, or can proceed with the clinic conversion. As owner of the space, the County will negotiate and hold the listing agreement with the broker. The APP agreed to facilitate marketing by creating a "Business Development Team" of APP staff, a PDC member, and downtown real estate,

Exemption Request for Broker Services

March 29, 1994

page 2

design, and business people. The Chair named Dwayne Prather and me to the team as well.

The critical objective of the team is the selection of the best-qualified broker team to represent and market the space. TIME IS OF THE ESSENCE, because with the approval of CareOregon, the Health Department's needs have become critical just at the time when the presumed solution (conversion of the ground floor into a clinic) has been put on hold for at least 6 months from the time a listing agreement is signed.

For the County to go through a formal RFP process would take nearly 3 months. Health Department has estimated that each month of delay in opening the new clinic costs \$57,000 in lost revenue. Accordingly, Dwayne and I recommended to the APP Team that they perform a fast, informal process resembling an RFP in order to make a strong and fair recommendation to the County about a broker selection. This has cut the time required to get a selection to only 3 weeks.

The APP immediately solicited proposals in a standard format, and the team met today to score them according to predetermined criteria. The team is conducting interviews of the top three respondents on Thursday March 31st, to name a recommended broker. I have contacted the Chair's office to schedule a short time at the Board's April 7th meeting to ask for their approval of this exemption, and submitted the agenda placement form signed by DES. By agreement with Delma, the staff report will be submitted on Thursday when a specific broker can be named as the recommendation.

Please let me know if there is any additional information you require in order to support this request. Thank you!

cc: F. Wayen George
Bob Oberst
Dwayne Prather
Betsy Williams



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

MEMORANDUM

TO: Board of County Commissioners
Department Managers

FROM: Beverly Stein

DATE: April 1, 1994

RE: Emergency Contracts

At the March 31 board meeting, we received a request to grant an emergency exemption for road repair due to a landslide on Division Drive. The item led to a conversation on granting emergency exemptions. The County Code Section 2.20 Appendix A Division 10.110 grants the Chair authority to approve emergency exemptions.

The Purchasing Division will be noting emergency exemptions and Dave Boyer will forward those to me noting the requirements set forth in the code including sending the information to the board. If your exemption request is an emergency, please notify Purchasing when you request the exemption.

c: Dave Boyer

BOARD OF
COUNTY COMMISSIONERS
1994 APR - 5 PM 3:05
MULTNOMAH COUNTY
OREGON





MULTNOMAH COUNTY OREGON

*Approved
Betsy Williams
4/4/94*

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMO

To: Lilly Walker

From: Jim Emerson *[Signature]*

Date: March 29, 1994

Re: Exemption Request for Selection of Broker Services

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Exemption Request for Broker Services

March 29, 1994

page 2

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Please let me know if there is any additional information you require in order to support this request. Thank you!

cc: F. Wayen George
Bob Oberst
Dwayne Prather
Betsy Williams

Suite 1000
520
SW Yamhill
Portland
OR, 97204
503
224-8684
Fax
503
323-9186

ASSOCIATION FOR PORTLAND PROGRESS

Officers

Solomon D. Menashe
Chairman

J. Clayton Hering
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W. Charles Armstrong
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Patrick R. Prendergast
Richard G. Reiten

Ruth E. Scott
President and CEO

April 4, 1994

Commissioner Beverly Stein
Multnomah County Chairwoman
1120 SW Fifth Avenue, Room 1410
Portland, OR 97204

Dear Beverly:

I wanted to take this opportunity to update you on the APP/County Development Team's progress on selecting a leasing agent for the ground-level McCoy Building space.

APP facilitated the leasing agent selection process and sent Requests for Proposals to all qualified real estate firms. The team reviewed six written proposals and selected three candidates for oral interviews. After the oral interviews, the team spent considerable time comparing and ranking the final three companies.

Based on this process, the Development Team would like to make a final recommendation to the County to select New and Neville Real Estate Services. New and Neville has a proven track record of success in leasing downtown retail spaces and their primary focus is retail leasing rather than a mixture of retail and office leasing. They demonstrated a thorough understanding of the downtown retail market and made a commitment to making this project a high priority. If this recommendation is approved by the County, the development of a business plan will be the next step. The leasing agent will be a necessary player in helping complete this plan.

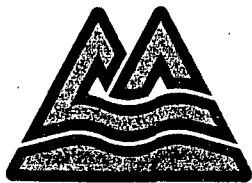
I thank you for helping create this successful partnership. We will continue to work hard to achieve our ultimate goal of placing a solid retail tenant in this space. If you have questions or comments, don't hesitate to contact me.

Sincerely,



Philip Kalberer
Development Team Chairman

CC: County Commissioner Dan Saltzman
Solomon D. Menashe, APP Chairman
Alan Jensen, APP Human Services Chairman
Ruth E. Scott, APP President



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: *L Walker* Lillie M. Walker, Director
Purchasing, Contracts and Central Stores

DATE: April 3, 1994

SUBJECT: REQUEST FOR EXEMPTION FROM THE COMPETITIVE RFP PROCESS TO
SELECT A BROKER TO MARKET THE RETAIL SPACE IN THE GLADYS
MCCOY BUILDING.

Attached please find a memorandum from the Department of Environmental Services, Facilities Management, requesting an exemption from the competitive RFP process to contract for broker services for the first floor of the Gladys McCoy Building. This contract will be for six months with a possible six month extension. Financial obligation of the County is incurred only if an acceptable lease is signed. Potential commissions may be \$25,000 - \$45,000.

The Purchasing staff has reviewed the exemption request and finds that:

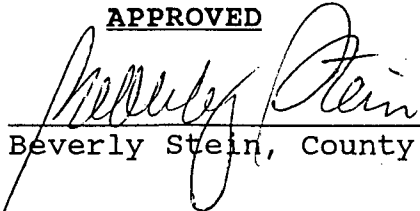
1. Informal competition is currently being solicited to select the best qualified broker team.
2. After 2 years of attempting to lease this space, the Board approved conversion of this space into a health clinic.
3. Recently, nearby property owners raised a concern about opening a public health clinic on the bus mall.
4. The County has agreed to pursue more effective marketing for an additional six month period to continue to lease this space for retail purposes. In six months, the County can evaluate and determine the feasibility of continuing the marketing effort.

Exemption Request for Broker Services

5. This exemption will reduce the time of executing a contract with a broker by slightly over two months. The more expedient the execution of this contract, the less delay will be created in opening the new health clinic. Clinic revenue will be approximately \$57,000 per month. Any additional delay will decrease revenue to the County.

The Purchasing staff recommends approval of the exemption because it does not encourage favoritism and is the most cost effective method to contract for broker services.

APPROVED


Beverly Stein, County Chair

April 21, 1994

Date

DENIED

Beverly Stein, County Chair

Date

Attachments

c: F. Wayne George
Bob Oberst
Dwayne Prather
Betsy Williams
Jan Thompson

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 4/21/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: APR 21 1994

AGENDA NO.: R-7

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - EPA INTEGRATED PEST MANAGEMENT GRANT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH
VECTOR CONTROL

CONTACT: PETER DeCHANT TELEPHONE #: 248-3464
BLDG/ROOM #: 312

PERSON(S) MAKING PRESENTATION: PETER DeCHANT

ACTION REQUESTED:

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

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

The Health Department is requesting approval to respond to a Request for Grant Applications issued by the federal Environmental Protection Agency (EPA). The EPA will fund a small grant for implementation of integrated pest management at the community level. The funds are assured if the County applies and complies with all aspects of the application process. Local match is in the form of staff time involving current Vector Control employees.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

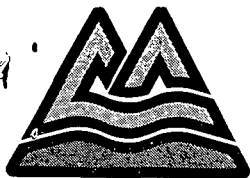
Or

DEPARTMENT MANAGER: Billi Olegard

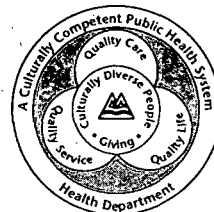
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1994 APR 12 PM 2:35
CLERK OF BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON





HEALTH DEPARTMENT/ENVIRONMENTAL HEALTH
VECTOR & NUISANCE CONTROL
5235 N. COLUMBIA BLVD.
PORTLAND, OREGON 97203
(503) 248-3464 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: Beverly Stein, Chair
Board of County Commissioners

FROM:  Gary Oxman, M.D., Health Officer

THROUGH:  Billi Odegaard

SUBJECT: Notice of Intent to respond to a request for Grant application issued by the federal EPA for Community Level Implementation of Integrated Pest Management.

DATE: March 31, 1994

Full Cultural Competence In Service Delivery Is Our Destination

Multnomah County Health Department is requesting approval to respond to a grant application issued by federal EPA, Region 10 for implementation of Integrated Pest Management (IPM) at the Community Level. The funds are assured based upon EPA's approval of a previously submitted pre-application. The grant activities will be carried out by the Vector Control Office of Environmental Health.

Description of Proposed Project

The proposed project entails selecting a four block area in the King Neighborhood of Northeast Portland in which an intensive effort of IPM for rodent prevention will be undertaken. It will involve such things as solid waste removal, repair of broken sewer lines, rodent proofing of buildings and public education. The project will be recorded on video tape, and a professional quality documentary program covering the effort will be produced. English, Spanish and Vietnamese versions of the documentary will be used in a comprehensive community wide educational effort. The programs will also be made available to the Multnomah County Library, the Oregon State University Extension Service and citizens. The goal of the project is to provide public education in how to prevent rodent problems.

Estimated Project Cost and Explanation of County Share

The total cost of the project will be \$19,067. EPA has approved grant funding of \$14,199 for the project pending successful final application. Grant Funds will cover the cost of contracted corrective actions taken in the targeted area, video production and duplication, translation services, multilingual talent, staff overtime used for evening presentations to neighborhood groups, and allocated overhead/indirect costs. The county match of \$4,868 will consist of the value of staff time involving current Vector Control employees and allocated overhead/indirect costs.

FUNDING SOURCE	DIRECT	INDIRECT	TOTAL	PERCENT
FEDERAL SHARE	\$12,602	\$1,597	\$14,199	74%
COUNTY SHARE	\$ 4,321	\$ 547	\$ 4,868	26%
TOTAL	\$16,923	\$2,144	\$19,067	100%

MEETING DATE: APR 21 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Volunteer Awards Ceremony

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 21, 1994

Amount of Time Needed: 1.5 hrs.

DEPARTMENT: CIC

DIVISION: _____

CONTACT: CAROL WARD

TELEPHONE #: 3450

BLDG/ROOM #: 412/215

PERSON(S) MAKING PRESENTATION: Jim Regan

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

Chair, Beverly Stein & Board of County Commissioners
will present Volunteer Awards during their regular mtg.
A reception will follow at noon in the annex.

10:30 Time Certain

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

John P. Legay

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 APR 12 PM 2:35
MULTNOMAH COUNTY
OREGON

1994 VOLUNTEER RECIPIENTS

Barbara Wiggin
Preston Foster
Dana Thomas
Judge Roosevelt Robinson
Robert Stoico
Khai Chai
Elaine Miller
Heather Knapp
Bobby Curtis
Jeff White
B.J. Oshiro
Lora Goode
Patty Strand
Rod Strand
Tricia Azzone
Rick Sanders
Ikhlas Shah
Chuck Currie
Stephen Manning
Marcia Pry
Terry Beard
Michael Powell
Amy Peterson
Ralph Wright
Donna Pomerence
Kathryn Estey
Nancy Peterson
Iris Bell
Janine DeLaunay
Judith Ashby
Gary Indra
Ehra Jett
Mark Jones
Rian Brown
David Franks
Susan Grisham
Kris Olson Rogers
Pauline Anderson
Kay Lowe
Clinton Nelson
Deborah Abramovitz
Denise Magnus
Kacie Christie
Fran Illingworth

Mary McClellan
Mary Ann Schwab
Jack Wagner
W. Charles Long
Jessica Moreno
Matthew Crane
Monica Ho
Emily Fitz
Dion Hill
Willie Harper
Sterling Williams
Narcisa Pimentel
Grace Wong
Renee Hylton
Ramona Soto Rank
Juanita Vogt
Kathryn Christensen
Donna Winter
Tracy Persons
Olive Hilton
Tom Holmes
Shannon Jeffrey
Jane Graybill
Jean Ridings
Mike Zollitsch
Angel Olsen
Derry Jackson
Robin Bloomgarden

Citizen Budget Advisory Committee

Robert Jones
Jack Pessia
Charles Becker
Richard Leonard
Carole Murdock
Doug Montgomery
Muriel Goldman
Andrew Thaler

MEMORANDUM

To: Chair Beverly Stein
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
✓ Commissioner Dan Saltzman

From: Carol Ward
Office of Citizen Involvement

Re: Volunteer Award Ceremony

Enclosed are the bios of the persons you will present with their award certificates at the Volunteer Award Ceremony, April 21st beginning at 10:30 a.m.

Please read over these bios. We have indicated how the hard names are to be pronounced. If you have questions please call us.

On the morning of the ceremony, we will place the packet on your desk (in the board room) containing the certificates with a bio attached to each.

During the ceremony, you will:

1. call the person's name
2. when they come forward, read the bio
3. give them the certificate
4. handshake, hug or whatever is your style

After the awards have been presented, please join the recipients and friends for a reception in the annex.

We have distributed the bios according to your field of interest and district to give everyone approximately the same number of awardees.

Have a good time.

Terry Beard

As an unofficial member of the **Multnomah County's Library Entrepreneurial Initiatives Team**, his efforts have contributed a great deal to it's successful final product. Mr. Beard has volunteered his service as a member of the Central Library Design and Construction Oversight Committee, which is working to ensure that the reconstruction of the centerpiece of the Multnomah County Public Library system will be done in a sound and cost effective manner. Mr. Beard has taken a special interest in making sure the new design will contain the flexibility to accommodate new services and possible entrepreneurial activities.

nominated by: Commissioner Saltzman

Chuck Currie

Chuck Currie is current chair of the **Multnomah County Community Action Commission**, In this capacity he provides leadership which challenges both citizens and bureaucracies to use resources as efficiently as possible to provide the highest quality services. He oversaw a Commission planning process which has resulted in a healthy organization. Chuck is a tireless advocate for homeless persons and is committed to honoring the basic rights of each individual and family. In addition to his work as a County volunteer, Chuck convenes the Burnside Advocates Group which organizes the annual Homeless Parade, a weekly food program for homeless persons downtown, and publishes "The Homeless Times".

nominated by: Multnomah County Community Action Commission

Willie Harper

Willie Harper will soon be retiring after three years as an effective advocate on the **Portland/Multnomah Commission on Aging**. He has made significant contributions during his tenure on the Area Agency on Aging Committee and Senior Center Task Force. Willie's forte', however, is numbers and he has applied his skills reviewing and commenting on the budgets of Multnomah County Aging Services Division (ASD), PMCoA, and the City of Portland as a member of its Budget Advisory Coordinating Committee. Willie has even offered his assistance to help the Multi-Ethnic Committee as they tried to comprehend government budgeting. Willie's understanding of budgets and adept questioning has been known to make a bureaucrat sweat! Willie is also active with the North Portland Advisory Committee on Aging.

nominated by: PMCoA

Renee Hylton

Renee is a professional **Food and Nutrition Advisor** who has committed herself to providing nutrition education for older adults. She has volunteered her time, energy and professional skills to support PMCoA's 1993/94 Health Promotion Campaign "Spice Up Your Life! Meet the Nutrition Challenge". This campaign, which culminates on May 14th with a community-wide nutrition event, has the potential of reaching over 1,000 older adults with nutrition information that will improve their overall health and well-being. Renee was instrumental in obtaining Concordia College's participation as host for the event. She organized and obtained well known speakers for 15 presentations on nutrition topics and provided support and guidance in planning the event.

nominated by: PMCoA

Narcisa Pimentel (Nar sis a)

Narcisa is a member of the **Portland/Multnomah Commission on Aging** and has served this past year as Vice-Chair of PMCoA's Multi-Ethnic Committee. Narcisa is an effective and tireless advocate for all minority elders, not just her own group. She singlehandedly brought together members of Southeast Asian Senior groups to work for common goals such as a Southeast Asian meal site and senior center. She conducted a survey among a variety of multi-ethnic groups to identify transportation problems experienced by ethnic elders. Narcisa is always willing and ready to advocate for the needs of all minority elders with elected officials and others who can initiate change.

nominated by: PMCoA

Michael Powell

In addition to his service on the Multnomah County Library Advisory board, Mr. Powell served as Co-chair of Multnomah County's Library Entrepreneurial Initiatives Team, which was charged with investigating ways to develop steady sources of non-tax revenues to be dedicated to the improvement of basic library services. Much of the success of that Team's efforts was aided by Mr. Powell's valuable perspective as one of the nation's leading booksellers, and his experience in bringing new, innovative services to the world of books and information.

nominated by: Commissioner Dan Saltzman

Marcia Pry

As publisher of a group of community newspapers, Ms. Pry has a long history of neighborhood activism and commitment. Most recently, she volunteered her service as Co-Chair of Multnomah County's Library Entrepreneurial Initiatives Team, which was charged with investigating ways to develop steady sources on non-tax revenues to be dedicated to the improvement of basic library services. The Team's Final Report was adopted by the Board of County Commissioners and has received national attention as a model for efforts to bring a more entrepreneurial spirit to the operation of government.

nominated by: Commissioner Saltzman

Ikhlas Shah (Ik-las)

Ikhlas Shah is current vice-chair of the **Multnomah County Community Action Commission**. She chairs the Commission's Membership Committee where she advocates for diversity and the involvement of low-income persons. She convenes a group called "Mothers In Charge" in North/Northeast Portland in which members advocate for themselves and their children and work to build a healthier community. She sits on the Board of Directors of Housing Our Families, a community development corporation dedicated to creating more affordable housing for low-income women and children. In addition, she volunteers with the Oregon Human Rights Coalition organizing women receiving welfare grants for greater opportunities for real self-sufficiency.

nominated by: Multnomah County Community Action Commission

Barbara Wiggin

As Chair of the Elder Safety Coalition since January 1992, Barbara has directed the efforts of several subcommittees with the goal of preventing elder abuse and criminal victimization of elders. Barbara has trained law enforcement and the public on how to communicate with older people; assisted two agencies in application and receipt of a grant to fund a wheelchair lift mini-bus; facilitated rides to low income senior form TLC transportation; developed the Elder Friendly Evaluation and certification logo and certified 9 businesses as Elder Friendly; developed the Telephone Reassurance Service for East Multnomah County and initiated an informal agreement between Portland Police, Multnomah County District Attorney's Office and Aging Services Division to better coordinate services in response to crime and abuse against elders. Barbara is an outstanding and tireless community leader who has committed herself to improving services in East Multnomah County, an area where seniors are under-served.

nominated by: PMCoA

Sterling Williams

Sterling Williams has served as a dedicated advocate for the needs of elder and disabled individuals for many years. As a member of the **Portland/Multnomah Commission on Aging for the past six years**, he has served as Treasurer, and has been on the Transportation and Long Term Care Ombudsman Committees. He represented the elderly and disabled on Tri-Met's Committee on Accessible Transportation and the statewide Rural Transportation Assn. Sterling's expertise on transportation is demonstrated by his ability to give you the name and number of the Tri-Met bus route serving any senior center, public office, or even a shopping mall in Portland.

nominated by: PMCoA

Grace Wong

Over the past 3 years Grace Wong has become a STAR volunteer because of the countless hours of time and energy she has devoted to PMCoA's health promotion activities. Two years ago she was instrumental in coordinating **"Don't Let a Fall Trip You Up....For Life!"**, a brochure promoting the value of walking for exercise. This year Grace volunteered to spearhead planning and coordination activities for a major, community-wide nutrition event, **"Spice Up Your Life! Meet the Nutrition Challenge"**. Grace has coordinated all planning efforts for this May 14th event which will serve 1,000 + seniors with a variety of fun and educational activities. She has provided leadership for the 25+ volunteers involved in planning the event.

nominated by: PMCoA

Meeting Date: APR 21 1994

Agenda No.: UC-1

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

AGENDA PLACEMENT FORM

SUBJECT: PROCLAMATION -- UNANIMOUS CONSENT ITEM

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: April 21, 1994
 Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Chair Beverly Stein

TELEPHONE: X-3308
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Ron Fortune or representative from NW Oregon Labor Council

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

PROCLAMATION In the Matter of Proclaiming April 28, 1994 as Workers Memorial Day

4/22/94 original & copy to
Delma Farrell

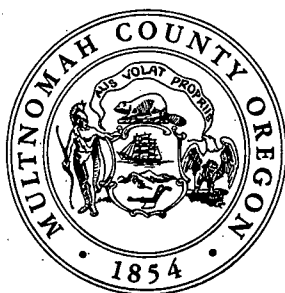
CLERK OF
COUNTY COMMISSIONERS
1994 APR 19 AM 9:28
MULTNOMAH COUNTY
OREGON

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 at 248-3277 or 248-5222.



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

BOARD OF
COUNTY COMMISSIONERS
1994 APR 25 PM 2:45
MULTNOMAH COUNTY
OREGON

MEMORANDUM

TO: All Managers and Supervisors

FROM: Bev Stein, Chair

DATE: April 25, 1994

SUBJECT: Workers' Memorial Day Service

The Oregon AFL-CIO and the Northwest Oregon Labor Council are promoting the annual Workers' Memorial Day. This will involve a non-denominational service at St. James Lutheran Church and associated other ceremonies on April 28, from 11:00 a.m. to 1:00 p.m. Further particulars are to follow and will be placed on bulletin boards. I would like to join the AFL-CIO and the Northwest Oregon Labor Council in supporting this activity to honor Oregonians who have died on the job in the line of duty. As with other instances in which County-encouraged memorial services are involved, attendance on County time is based on supervisory approval based on operational needs. Much of the attendance time will, of course, be during the employees' lunch period. Due to transport time, most of the attendance at such a service will of practical necessity involve downtown employees. It is urged, however, that a few workers from our Transportation Division also be released. The danger of road maintenance and construction is not sufficiently understood in the community. Participation in the memorial service by employees from this function would thus appear particularly appropriate.

If any issues or concerns arise regarding this matter, please call Ken Upton (x5053) for resolution.

N:\DATA\WP\CENTER\LABREL\LBKU095



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
April 28, 1994 as)
WORKERS MEMORIAL DAY)

PROCLAMATION

94-67

WHEREAS every year more than 10,000 American workers are killed on the job, tens of thousands are permanently disabled, and millions are injured; and

WHEREAS another 100,000 workers die from cancer, lung disease and other diseases related to toxic chemical exposure at work; and

WHEREAS concerned Americans are determined to prevent these tragedies by:

- * organizing Workers Memorial Day on April 28, a day chosen by the unions of the AFL-CIO as a day to remember these victims of workplace injuries and disease;
- * renewing our efforts to seek stronger safety and health protections, better standards and enforcement, and fair and just compensation;
- * rededicating ourselves to improving safety and health in every American workplace.

NOW, THEREFORE, IT IS PROCLAIMED that April 28, 1994 is Workers Memorial Day in recognition and in honor of workers killed, injured and disabled on the job.

ADOPTED this 21st day of April, 1994.



MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein
Multnomah County Chair

Meeting Date: APR 21 1994

Agenda No.: LC-2

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

AGENDA PLACEMENT FORM

SUBJECT: PROCLAMATION WEEK OF DEMOCRACY FOR SOUTH AFRICA

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: April 21, 1994
 Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Maria Rojo de Steffey

TELEPHONE: X-3955
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Proclamation in the Matter of Proclaiming April 26-28 as Week of Democracy for South Africa

UNANIMOUS CONSENT ITEM
4/22/94 ORIGINAL & COPIES TO
MARIA ROJO DE STEFFEY

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 APR 20 PM 2:16

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.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Proclaiming)

April 26-28, 1994 as)

WEEK OF DEMOCRACY for South Africa)

PROCLAMATION

94-68

WHEREAS the Freedom Charter of South Africa States that South Africa belongs to all who live in it, black and white, and that no government can justly claim authority unless it is based on the will of all the people; and

WHEREAS the Freedom Charter of South Africa states that only a democratic state based on the will of all the people can secure to all their birthright without distinction of color, race, sex or belief; and

WHEREAS April 26-28, 1994 heralds the coming of the long fought for democratic elections and changes wherein as stated in the Freedom Charter of South Africa:

- * The people shall govern
- * All national groups shall have equal rights
- * The people shall share in the country's wealth
- * The land shall be shared among those who work in it
- * All shall be equal before the law
- * All shall enjoy equal human rights
- * There shall be work and security
- * The doors of learning and culture shall be opened
- * There shall be houses, security and comfort
- * There shall be peace and friendship; and

WHEREAS we the people of Oregon have stood side by side with our brothers and sisters in South Africa in the decades long struggle for liberty and justice, through protest marches, implementation of sanctions and other demonstrations of solidarity;

NOW THEREFORE, the Board of County Commissioners Proclaims April 26-28, 1994 as Week of Democracy for South Africa.

APPROVED this 21st day of April, 1994.

MULTNOMAH COUNTY, OREGON



By

Beverly Stein
Beverly Stein
Multnomah County Chair