

ORDINANCE NO. 590 -O

**ORDINANCE OF THE CITY OF TROUTDALE APPROVING
AMENDMENTS TO INTERGOVERNMENTAL AGREEMENTS
CREATING THE MULTNOMAH COUNTY CABLE REGULATORY
COMMISSION AND AUTHORIZING THE CITY OF PORTLAND TO
JOIN THE JOINT CABLE REGULATORY COMMISSION**

WHEREAS, the City of Troutdale has issued a franchise agreement authorizing construction and operation of cable communication systems within the city's streets; and

WHEREAS, in 1983, the City joined with the cities of Fairview, Gresham, Wood Village and Multnomah County forming the Multnomah County Cable Regulatory Commission by intergovernmental agreement to jointly regulate and administer cable franchise agreements; and

WHEREAS, in 1981, the City of Portland created the Portland Cable Regulatory Commission to regulate and administer the cable communications franchise agreements, and to advise the City Council on cable communications policy and proposed franchises; and,

WHEREAS, the jurisdictional boundaries of the cities and the County, and thus the authority granted by the cable franchise agreements, does not necessarily coincide with the geographic areas served by the cable communications operators; and,

WHEREAS, by Resolution No. 984-R, adopted by the City Council of the City of Troutdale on September 8, 1992, the City agreed to join in a Joint Cable Regulation Consolidation Task Force [The Joint Task Force] with the cities of Fairview, Gresham, Wood Village, and Portland, and Multnomah County. The Joint Task Force was charged with developing and recommending a proposal for forming a single cable television regulatory commission within Multnomah County; and,

WHEREAS, on January 12, 1993, the Council considered and accepted the Joint Task Force's final report, proposing that the cities and the County join in a unified cable regulatory commission by intergovernmental agreement, to be named "Consolidated Cable Communications Commission," to administer and enforce cable communications franchise agreements throughout the County; and

WHEREAS, the cities and the County have negotiated an intergovernmental agreement to join together in a Consolidated Cable Communications Commission to jointly administer and regulate cable communications franchise agreements issued by the cities of Fairview, Gresham, Wood Village, Portland and Multnomah County. The Commission will also advise the cities and the County on regional, state and national cable communications policy matters; and,

WHEREAS, merger of the existing cable regulatory commissions will serve the public interest by establishing a unified regulatory agency to act on behalf of the cities and the County in franchising and regulating the cable communications system. A unified regulatory agency will be more effective than the current parallel regulatory system; and,

WHEREAS, 10.C and 10.D of the Intergovernmental Agreement which created the Multnomah Cable Regulatory Commission authorizes that agreement to be amended by unanimous approval of the parties, and for additional jurisdictions to be included in the Commission; and

WHEREAS, the Intergovernmental Agreement authorized and ratified by this ordinance will be effective after approval by the cities of Fairview, Gresham, Wood Village, and Portland and Multnomah County.

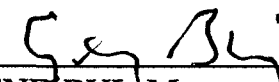
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

Section 1. The Mayor is authorized and directed to execute, on behalf of the City an intergovernmental agreement with the cities of Fairview, Gresham, Wood Village, Portland and Multnomah County, substantially in accordance with Exhibit A, attached hereto and by reference made a part of this ordinance.

Section 2. The Council declares that an emergency exists because any delay in consolidating the responsibility for cable communications regulation and administration would be against the general public welfare and interest; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

**PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
26th DAY OF JANUARY, 1993.**

YEAS: 5
NAYS: 0
ABSTAINED: 0



GENE BUI, Mayor

Dated: January 26, 1993

ATTEST:



Valerie J. Raglione, CMC
City Recorder

F:\ORDRES\CABLECON.ORD

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

12/24/92

THIS AGREEMENT is between each of the cities of Fairview, Wood Village, Troutdale, Gresham and Portland, all municipal corporations duly incorporated under the laws of the State of Oregon, and Multnomah County, a home rule county formed under the laws of the State of Oregon, hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes. The Jurisdictions have each separately entered into various franchise agreements providing for the construction and operation of cable communications systems within their boundaries. The City of Portland created the Portland Cable Regulatory Commission, and Multnomah County, Gresham, Troutdale, Fairview and Wood Village created the Multnomah Cable Regulatory Commission, each with the general purpose to regulate and administer cable franchise agreements for the Jurisdictions. The Jurisdictions wish to form a unified cable regulatory commission. The formation of a unified regulatory commission serves the public interest in that the boundaries of the Jurisdictions do not necessarily coincide with the service areas of the Grantees, or with the needs of the citizens within each Jurisdiction or franchise, regarding cable communications. In addition, a unified commission can provide enhanced public benefits in franchising and regulation, and economies of scale in its operation.

To further this public interest and these purposes, the Jurisdictions desire to create a unified cable regulatory commission to jointly regulate and administer franchise agreements within their boundaries. The commission will further serve as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state or national cable communications policy matters.

Section 2. Definitions.

A. "Cable Communications System" or "System" - any system of antennas, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

B. "Grantee" - any person who is authorized by a franchise agreement or seeks authority to construct, operate and maintain a cable communications system operated within the territories of the Jurisdictions.

C. "Person" - any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

D. "Jurisdiction" - any municipality or county which enters into this Agreement.

Section 3. Commission Creation and Powers. A unified regulatory commission, the

"Consolidated Cable Communications Commission" (Commission) is created to carry out the purposes set forth in this Agreement and to administer the cable communications franchises granted by the Jurisdictions. The Commission is vested with all the powers, rights and duties necessary to carry out these purposes that are vested by law in each Jurisdiction, its officers and agencies, subject only to the limitations contained in this Agreement and in the cable communications franchise agreements. "Law" includes the federal laws and Constitution, the Oregon constitution and laws as well as the charters, ordinances and other regulations of each Jurisdiction.

A. Regulatory Authority. The Commission has the authority to act on behalf of the Jurisdictions jointly and separately, and in its own right, to oversee and regulate any cable communications system operated pursuant to the cable communications franchise agreements entered into by the Jurisdictions. The Commission has full authority to take any action necessary to enforce or administer franchise agreements for operation of cable communications systems, except where the power to take a specific action is either limited or reserved to the Jurisdictions by the provisions of Section 4 of this Agreement.

B. Contracting Authority. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of this Agreement. All contracts made shall conform to the requirements of Oregon law.

Section 4. Powers Retained by Jurisdictions.

A. Discretionary Review. Commission action to find a Grantee in violation of its franchise agreement, or to impose any penalty or financial remedy, or to regulate, establish or approve any Grantee rate or charge, shall become effective 30 days after the Commission's final decision. Any such Commission final decision shall not be effective unless a copy of the final decision is filed with the Recorder of each affected Jurisdiction within 10 days of such action. Such final decisions are subject to review by the governing body of each affected Jurisdiction. Within a 30-day period, any affected Jurisdiction may notify the Commission of its intent to exercise review authority. The Commission shall notify all affected Jurisdictions within 10 days of receiving the review notice. If a majority of the affected Jurisdictions acts within 60 days to overturn the Commission's final decision, such decision shall not become effective, and the matter shall be returned to the Commission for further proceedings as directed by the affected Jurisdictions.

1. Affected Jurisdiction means any Jurisdiction which is a party to the franchise agreement with the Grantee to which the Commission's final decision applies.

2. Recorder means a Jurisdiction's Clerk, Recorder or Auditor.

B. Full Authority. As set forth herein, the Jurisdictions reserve the authority to act on their own behalf. Each Jurisdiction agrees to make a good faith effort to weigh the impact of such actions on the overall operation of a cable system and the continuity of the Commission. Each Jurisdiction agrees to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

Authority retained by the Jurisdictions includes:

1. Any decision to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement.

2. Any decision concerning a change of ownership or control of a cable communications system or a Grantee.

3. Any decision to purchase or condemn a Grantee's interest, in part or in whole, whether or not pursuant to a termination, revocation or expiration of a franchise agreement.

4. Any decision regarding cable regulation which requires adoption of any ordinance or resolution by the Jurisdictions.

5. Any decision which requires the amendment of this Agreement.

6. Any authority which is reserved to or retained by the Jurisdictions by franchise agreement and which may not otherwise be delegated to the Commission.

Section 5. Commission Members.

A. The Composition. The Commission shall be composed of Commissioners appointed by the Jurisdictions. Each Jurisdiction, except Portland, shall select and appoint one representative to serve as its Commissioner. Portland shall select and appoint three representatives to serve as its Commissioners.

B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No Commission action shall be in effect except on a majority vote by those Commissioners present.

C. Term of Office and Succession. Commissioners shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve under procedures authorized by the governing body of the Jurisdiction appointing them. However, a Jurisdiction's appointee shall not have any ownership interest in a Grantee. A vacancy on the Commission shall be filled by the governing body of the Jurisdiction whose position on the Commission is vacant.

Section 6. Meetings, Rules of Procedure and Officers.

A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.

B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:

1. Times and places of regular meetings;
2. The method and manner of calling special meetings;

3. The method, term and manner of election of officers;
4. The responsibilities and duties of officers; and
5. The procedures for execution of writings and legal documents.

C. Officers. At the first organizational meeting, the Commission shall elect from among its members an interim chairperson and an interim vice-chairperson. The chairperson, and in his or her absence the vice-chairperson, shall preside at all meetings, call special meetings, and determine the order of business, until such time as rules requiring otherwise are adopted.

Section 7. Administration and Staffing Services.

The Commission shall contract with the City of Portland (the City) for administrative services as described in the attached Administrative Services Agreement (Exhibit 1). The Commission is authorized to amend, extend, or terminate the Administrative Services Agreement.

Section 8. Transfer of Staff and Assets.

A. Transferred Employees.

1. Upon termination of the administrative services agreement between the Commission and Multnomah County (the County), the County shall transfer Julie S. Omelchuck to the City's Office of Cable Communications and Franchise Management (Cable Office), providing that the County is no longer performing any cable regulatory services. Pursuant to ORS 236.630, Julie S. Omelchuck shall be placed in a position found by the City to be comparable to the position she enjoyed under the County's employment. The City shall consider Julie S. Omelchuck's education and physical qualifications, experience, and the salary, duties and responsibilities of her prior employment. The County shall furnish all of Julie S. Omelchuck's employment records to the City at the time of transfer. No affected employee shall be deprived of their employment by the County solely because of the transfer of administrative cable regulatory services to the City. The County shall find positions of employment within the County for all other affected employees.

2. The County shall pay each transferred employee all holiday and compensatory time, and any vacation leave time in excess of eighty hours, accumulated by such employee up to the date of the transfer. In addition, funds shall be transferred to the City from within the existing County cable office budget to cover accumulated sick leave, up to the date of transfer, for each transferred employee. The final amount of the payment for accumulated sick leave shall be determined by mutual agreement between the City and the Commission. The County shall reimburse the City for insurance premium costs, if any, resulting from health insurance coverage of preexisting conditions for any transferred employees. If at any time in the future Julie S. Omelchuck transfers back to the County by operation of the terms of Section 8A, the obligations for holiday, compensatory time and vacation leave time under this subsection shall apply equally to the City.

3. Any employees transferred by the County to the Cable Office shall be returned to the County if the transferred employee remains in a comparable employment position within the Cable Office and any one of the following events occurs: 1. The administrative services agreement between the City and the Commission is terminated; 2. The City withdraws from this Agreement; 3. The County withdraws from this Agreement; or 4. The Commission is dissolved under the terms of this Agreement.

4. This consolidation has presented unique circumstances resulting in the employee transfer provisions set forth in this Section. Due to these unique circumstances, the agreements contained in this Section shall not serve as precedent for any future employee transfer discussions between the City and the County.

B. Equipment assets, as listed in Exhibit 2, and general office supplies of the Multnomah Cable Regulatory Commission shall physically transfer to the City and shall become assets of the Commission.

C. The Jurisdictions shall share in the start up costs of the Commission proportionate to the FY 1993-94 budget contribution percentage of the respective Jurisdictions.

Section 9. Receiving and Distributing Funds.

A. The Commission shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. The Jurisdictions may inspect all Commission books and records.

B. The annual budget adopted by the Commission shall be transmitted to the Jurisdictions by February 1. Each Jurisdiction shall review the Commission adopted budget prior to April 1 of each year. Upon approval by all Jurisdictions, the Commission-adopted budget shall become effective. If one or more Jurisdictions does not approve, the budget shall be returned to the Commission for modification and resubmitted to the Jurisdictions for approval. If all Jurisdictions do not approve a Commission budget by July 1, the previous fiscal year budget, less 10 percent, shall continue in effect until all Jurisdictions approve a Commission budget.

The Commission shall have the authority, subject to its approved annual budget, to expend funds for any lawful purpose up to the total amount of the approved budget. The Commission must seek approval by the Jurisdictions of budget amendments over the total amount of the approved budget. All Jurisdictions must approve such budget amendments for them to become effective. No Jurisdiction may amend, reduce or increase the approved Commission budget.

C. The cost allocation of each Jurisdiction in support of the Commission's approved budget shall be determined by the methodology as contained in Exhibit 3 to this Agreement. The Commission may adjust or modify the methodology during the annual budget process. The annual approved budget shall establish the specific cost allocation of each Jurisdiction and a schedule for all payments.

D. 1. The Commission is authorized to receive and collect cable franchise fees for all the Jurisdictions except Portland. The Commission shall distribute such fees

according to the terms of the franchise agreements and the Commission budgets approved by the Jurisdictions. Fees collected in excess of budgeted amounts shall be returned to the Jurisdictions from which such fees are attributable.

2. The Commission shall not collect the City of Portland cable franchise fees. The City of Portland agrees to transfer quarterly its share of the cost allocation in accordance with the approved Commission budget.

3. All other funds arising out of cable franchise agreements shall be collected by the Commission. The Commission shall allocate such funds in accordance with the franchise agreements and the Commission budgets approved by the Jurisdictions.

Section 10. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

The first meeting of the Commission shall be held within 30 days of the effective date of this Agreement. The time and place for the first meeting of the Commission shall be determined by a majority of the Commissioners.

Section 11. Duration and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to subsection 11B. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.

B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for its financial contribution to the Commission for the ensuing year, a Jurisdiction may only withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. However, the withdrawing Jurisdiction shall not take action on the Commission's annual budget. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 12. Assets. If a Jurisdiction withdraws before dissolution of the Commission, the Jurisdiction shall have no claim against the assets of the Commission. In the event of dissolution, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Jurisdictions in proportion to the most recent budget cost allocation percentage of the respective Jurisdictions. Jurisdictions may agree to buy out each others portion of assets.

Section 13. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

Section 14. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

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

C. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement, subject to the full authority provision of subsection 4B. A fee or cost for such entrance may be imposed.


D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.

E. 1. General Indemnification. Each Jurisdiction shall be responsible for the negligent acts or omissions of the Jurisdiction, or its officers, agents or employees, in carrying out the terms of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq., and the Oregon Constitution, Article XI, Section 9.


2. By entering into this Agreement, the Jurisdictions are creating a public body under ORS Chapter 190 which is separately responsible for providing coverage for its officers, agents and employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

City of Fairview




Nancey DiDonato
City Recorder

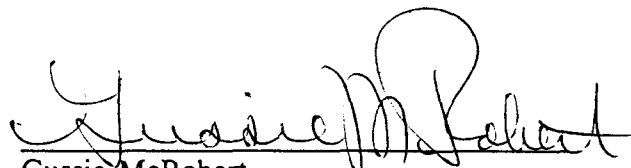


Fred Carlson
Mayor

City of Gresham



Bonnie R. Kraft
City Manager



Gussie McRobert
Mayor

Multnomah County

Laurence Kressel
County Counsel

Gladys McCoy

Gladys McCoy
County Chair
REVIEWED
By *John DeBay*
MULTNOMAH COUNTY COUNSEL

City of Portland

Barbara Clark

Barbara Clark
City Auditor

Vera Katz

Vera Katz
Mayor

City of Troutdale

Valerie Raglione

Valerie Raglione
City Recorder

Gene Bui

Gene Bui
Mayor

City of Wood Village

Sheila M. Ritz

Sheila Ritz
City Administrator/Recorder

Derald Ulmer

Derald Ulmer
Mayor

CCCCMSSN.IGA

APPROVED AS TO FORM

Benjamin Walters

Benjamin Walters
CITY ATTORNEY

EXHIBIT 1

12/23/92

AGREEMENT BETWEEN
THE CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
AND THE CITY OF PORTLAND
FOR ADMINISTRATIVE SUPPORT SERVICES

WHEREAS, the City of Portland is a home rule city, incorporated under the laws of the State of Oregon, and

WHEREAS, the Consolidated Cable Communications Commission has been created by an Intergovernmental Agreement between the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County, pursuant to ORS Chapter 190, the general laws and constitution of the State of Oregon and the laws and charters of the participating jurisdictions, and

WHEREAS, the Consolidated Cable Communications Commission has a need for administrative and support services, and

WHEREAS, the City of Portland has the ability to furnish such services and is willing to do so,

NOW THEREFORE, the City of Portland (City) and the Consolidated Cable Communications Commission (Commission) agree as follows:

Section 1. General Purpose. The general purpose of this Agreement is for the City to provide administrative support services to the Commission. It is the intention of the City and the Commission that the Commission shall retain full independent authority to act on all matters related to the purposes for which the Commission was created and to retain all powers granted to it under the Intergovernmental Agreement, as it was written and as it may be amended from time to time. By this Agreement, the City and the Commission do not intend to confer any liability upon the City for any action of the

Commission, independent of any liability that may now exist, or may arise in the future, because of the City's participation in the Intergovernmental Agreement which created the Commission.

Section 2. General Administrative Services.

A. The City agrees to provide the Commission with administrative and staffing support services in the areas of purchasing, fiscal administration, routine cable regulatory legal services, personnel and general support services, as set forth in this Agreement. The Commission shall follow City procedural requirements for purchasing, fiscal administration, personnel and general support services. The Commission shall retain full authority to act on all matters related to the powers granted to it by this Agreement.

B. The City shall defend, hold harmless and indemnify the Commission, its members or its agents from any and all claims, demands, settlements or judgments, including all costs and attorney fees, which arise from any City activity the City has agreed to provide pursuant to this Agreement. The Commission agrees to promptly notify the City Attorney of any claims or demands made against the Commission as a result of any activity of the Commission. The City shall not have any additional liability as a result of this Agreement for any action of the Commission apart from any liability which may result from the City's participation as a Jurisdiction in this Agreement.

Section 3. Purchasing. The City agrees to act as the purchasing agency of the Commission and will furnish purchasing agent services to the Commission upon its request provided that in any matter or purchase where the final determination of the successful bidder may be determined under Oregon law by

some criteria other than price, the Commission shall retain final authority to determine a successful bidder or proposal. The City of Portland City Council shall act as the local Public Contract Review Board for the Commission and have jurisdiction over any public contract matter properly brought before a local Public Contract Review Board pursuant to the terms of ORS Chapter 279.

Section 4. Fiscal Administrative Services. The City shall furnish to the Commission the full range of financial administration services requested by the Commission from time to time. These services shall include, but are not limited to, maintenance of Commission accounts, provision of accounts payable, accounting of all Commission revenues and expenditures, assistance in preparing an annual budget and when necessary, budget amendments, preparation of budget monitoring reports on the same frequency as utilized by the City, inclusion of the Commission's approved annual budget within the City's annual budget for transmission to and approval by the Multnomah County Tax Supervision and Conservation Commission, and financial review and external audit services.

The City shall be authorized to receive and expend funds on behalf of the Commission as adopted by the Jurisdictions in the annual budget and at the direction of the Commission. The City will account for such funds in a segregated, dedicated account.

No later than November 1 of each year, the City shall return to the Commission any compensation paid by the Commission to the City for the preceding fiscal year pursuant to Section 8, which was not expended or obligated by June 30 of that fiscal year.

Section 5. General Staff Support. The City agrees to provide sufficient staff to perform the administrative and support services provided in the Commission's approved annual budget. The Commission will set a work plan for each fiscal year and establish regulatory policies for the staff to implement on an ongoing basis. The City agrees to work through its Cable Commissioners to request changes in the Commission's work plan or policies. All decisions regarding creation, filling or reclassification of staff positions, or hiring, disciplining or terminating staff, shall be made by the City, after consultation with the Commission.

Section 6. General Support Services. The City agrees to provide to the Commission the full range of support services generally available to City bureaus and agencies on the same basis, terms, and conditions as such services are generally made available. These services include, but are not limited to, mail pick up and delivery services, access to City vehicles, printing and duplication, telecommunications services, data processing, and management and insurance of physical assets.

Section 7. Cable Regulatory Legal Services. The City agrees to provide routine cable regulatory legal services to the Commission as needed. The Commission may separately contract with third parties or with the City for extraordinary legal services such as rate review, renewal negotiations, litigation or administrative hearings regarding possible cable franchise violations.

Section 8. Compensation. The Commission agrees to pay the City

compensation for the administrative and support services to be provided under this Agreement. The payment shall be made out of the Commission's annual approved budget. By December 31 of each year, the City and the Commission shall agree on the amount to be paid for services for the following fiscal year. The amount shall be based on an estimate of the City's anticipated actual costs of providing such services to the Commission. The City shall keep records of such costs, and such records shall be available for inspection by the Commission upon request.

Section 9. Evaluation. The Commission shall conduct an annual evaluation of the City's administrative services to ensure that the Commission's needs are being met.

Section 10. Term. The term of this Agreement shall be perpetual, unless terminated by the parties pursuant to the terms herein.

Section 11. Termination. This Agreement may be terminated by either party effective July 1st of any year by giving written notice of the intent to terminate on or before the December 31st prior to the July 1st termination date. In addition, this Agreement may be terminated by written agreement of both the City and the Commission effective ninety (90) days after the effective date of the termination agreement.


Section 12. Notices. Notices to the Commission shall be sent to the location of its principal office, to the attention of the Chairperson of the Commission. Notices sent to the City shall be sent to the Office of Cable

Communications and Franchise Management. All notices required under this Agreement shall be sent by certified mail, return receipt requested.

Section 13. Transition. The Commission and the City recognize that on the effective date of this Agreement there continues in existence a similar administrative services agreement between the Commission and Multnomah County (County). These two agreements authorize both the City and the County to provide similar services for the Commission. In order to facilitate the orderly transfer from the County to the City of the administrative services provided to the Commission, the agreement between the Commission and the County may remain in force to a date no later than April 15, 1993. The Commission shall withdraw from the County and transfer to the City, at the Commission's election, the services covered by the County/Commission agreement and this Agreement. The transfer of all services provided by the County to the Commission under the existing County/Commission agreement shall be completed by no later than April 15, 1993.

Section 14. Effective Date. This Agreement will be effective upon its adoption by the Commission.

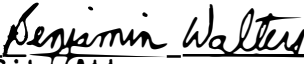
Chair,
Consolidated Cable
Communications Commission



Mayor, City of Portland



Auditor, City of Portland



City Attorney
Approved as to Form

MULTNOMAH CABLE REGULATORY COMMISSION
EQUIPMENT ASSETS INVENTORY

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Computers (1 only)	29474	Zenith laptop Supersport SX	004DE002864	42MB HD, 3.25" 1.44MB Floppy, 640KB RAM < 2 serial & Parallel & 1 Parallel Ports; Dos 3.3, WORDPERFECT.
Computer (1 only)	28435	WANG 381	Z033Z2	40MB HD, 5.25" 1.2MB & 3.5" 1.44MB Floppy, 650KB RAM, Hercules Video Card, 2 serial & 1 Parallel Ports, WANG;DOS 5.0, WANG System Services, WORDPERFECT, PRIDE, PCLIS, LOTUS
Monitor	-0-	Zenith	019ND0726NOB	
Printer (1 only)	-0-	Kodak Lazer Jet		
File Cabinets (2 each)	-0-	Steel, two drawer, metal		
Supply Cabinet (1 only)	02557	Steel 8' x 4'		
Desk	-0-	Metal with formica top		
Chair Brown Desk Chair	23786			

MULTNOMAH CABLE REGULATORY OFFICE
FURNITURE INVENTORY

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Chair Brown Guest Chair	23785			
Chair Red Desk Chair	-0-			
Typewriter (1 only)	02564	IBM Selectric II	6890552	
Dictaphone (1 only)	05094	Sony BM-25A	622065	
Electric Stapler (1 only)	-0-	FC-90 Isaberg AB Sweden A908	111445	
Tape Recorder (1 only)	-0-	Realistic CAT NO. 14-1052A		
Adding Machines (2 each)	23784	Texas Instruments	135963	
Pencil Sharpener (1 only)	-0-	Boston	68000	
Coffee Pot (1 only)	-0-	Norelco 12 cup HB5193		

EXHIBIT 3

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

13-Jan-93

Cost Allocation Methodology						
Functions	Cost Allocation Unit	% of Cost Distribution	Amount of Distribution	Total No. of Units	No. of Units PCRC	No. of Units MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises *	40.0%	\$	3.17	2.17	1.00
2. Consumer Issues	No. of Subscribers	20.0%	\$	125,100.0	95,295.0	29,805
3. Monitoring Access and PCTV	No. of Contracts	10.0%	\$	3.0	1.0	2
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	\$	6.0	1.0	5
5. FCC/Legislation	No. of Subscribers	10.0%	\$	125,100.0	95,295.0	29,805
6. Administration	Prop. to 1.2.3 & 4	10.0%	\$	100%	%	%
Total		100.0%				

PCRC: Portland Cable Regulatory Commission

MCRC: Multnomah Cable Regulatory Commission

Ordinance No. 166168

* Authorize joining Consolidated Cable Communications Commission by Intergovernmental Agreement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has issued franchise agreements authorizing the construction and operation of cable communications systems within the City's streets.
2. In 1981, the City Council created the Portland Cable Regulatory Commission to regulate and administer the cable communications franchise agreements, and to advise the City Council on cable communications policy and proposed franchises. Portland City Code Chapter 3.115.
3. The cities of Fairview, Gresham, Troutdale, Wood Village, and Multnomah County have formed the Multnomah Cable Regulatory Commission by intergovernmental agreement to jointly regulate and administer cable franchise agreements.
4. The areas in which the cable operators provide cable television service do not correspond to the local government boundaries.
5. By Resolution No. 35033, adopted by the Council on August 19, 1992, the city of Portland agreed to join in a Joint Cable Regulation Consolidation Task Force (the Joint Task Force) with the cities of Fairview, Gresham, Troutdale, Wood Village, and Multnomah County. The Joint Task Force was charged with developing and recommending a proposal for forming a single cable television regulatory commission within Multnomah County.
6. On or about November 18, 1992, the Council considered and accepted the Joint Task Force's final report, proposing that the cities and the county join in a unified cable regulatory commission by intergovernmental agreement, to be named the "Consolidated Cable Communications Commission", to administer and enforce cable communications franchise agreements throughout the County.
7. The cities and the county have negotiated an intergovernmental agreement to join together in a Consolidated Cable Communications Commission to jointly administer and regulate cable communications franchise agreements issued by the cities of Fairview, Gresham,

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Portland, Troutdale, Wood Village and Multnomah County. The Commission will also advise the cities and the county on regional, state and national cable communications policy matters.

- 8. Merger of the existing cable regulatory commissions will serve the public interest by establishing a unified regulatory agency to act on behalf of the cities and the county in franchising and regulating the cable communications system. A unified regulatory agency will be more cost effective than the current parallel regulatory systems.
- 9. The intergovernmental agreement authorized and ratified by this ordinance shall be effective after approval by the cities of Fairview, Gresham, Portland, Troutdale, Wood Village and Multnomah County.
- 10. The City of Portland has agreed to provide administrative support services for the Consolidated Cable Communications Commission. A copy of the proposed services agreement with the Commission is attached to the intergovernmental agreement as Exhibit 1.

NOW, THEREFORE, the Council directs:

- a. The Auditor and the Mayor are authorized and directed to execute, on behalf of the City, an intergovernmental agreement with the cities of Fairview, Gresham, Troutdale, Wood Village and Multnomah County, in accordance with Exhibit A, attached hereto and by reference made a part of this ordinance.
- b. The Auditor and the Mayor are authorized and directed to execute, on behalf of the City, an administrative services agreement with the Consolidated Cable Communications Commission, in accordance with Exhibit 1, attached to the intergovernmental agreement and by reference made a part of this ordinance.

Section 2. The Council declares that an emergency exists because any delay in consolidating the responsibility for cable communications regulation and administration would be against the general public welfare and interest; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JAN 20 1993**

Commissioner Charlie Hales
Olson/Henry/Walters
January 13, 1993
cableiga.ord

BARBARA CLARK
Auditor of the City of Portland
By *[Signature]* Deputy