

RESOLUTION NO. 799-R

A RESOLUTION ACCEPTING A MEMORANDUM OF UNDERSTANDING BETWEEN MULTNOMAH COUNTY AND THE CITIES OF FAIRVIEW, GRESHAM, TROUTDALE AND WOOD VILLAGE FOR THE PURPOSES OF SHARING ROAD CAPITAL AND MAINTENANCE FUNCTIONS WITHIN MULTNOMAH COUNTY, OUTSIDE THE CITY OF PORTLAND.

WHEREAS, a Memorandum of Understanding has been prepared by the firm Cogan-Sharpe-Cogan at the direction of Multnomah County and the participating cities; and

WHEREAS, said Memorandum of Understanding is the beginning point from which road related issues will be discussed and resolved; and

WHEREAS, it is in the best interest of the City of Troutdale to participate in this process.

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


1. This Memorandum of Understanding be approved and that staff work towards the goals and objectives established in it.
2. The Mayor be authorized to sign the Memorandum of Understanding attached as Exhibit "A".

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS  
13TH DAY OF FEBRUARY, 1990.

YEAS 4

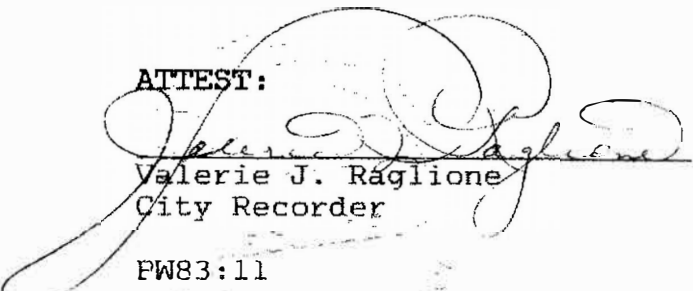
NAYS 0

ABSTAINED 0

  
\_\_\_\_\_  
Sam K. Cox, Mayor

Date Signed: FEBRUARY 14, 1990

ATTEST:

  
\_\_\_\_\_  
Valerie J. Raglione  
City Recorder

PW83:11

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**MULTNOMAH COUNTY**  
**AND THE CITIES OF**  
**FAIRVIEW, GRESHAM, TROUTDALE AND WOOD VILLAGE**  
**FOR THE PURPOSES OF**  
**SHARING ROAD CAPITAL AND MAINTENANCE FUNCTIONS**  
**WITHIN MULTNOMAH COUNTY, OUTSIDE THE CITY OF**  
**PORTLAND**

**JANUARY 30, 1990**

## PURPOSE

The purpose of this memorandum of understanding (MOU) is to provide the bases for sharing responsibilities for road capital and maintenance services, functions and resources between Multnomah County; the cities of Fairview, Gresham, Troutdale and Wood Village; and the State of Oregon Highway Department.

Once adopted and signed by the County and the four cities, the MOU will become the basis for developing separate intergovernmental agreements (IGAs) between the County and each of the cities and the State. These IGAs will become effective not later than July 1, 1991. At the same time, a separate IGA will be negotiated between the State, the County and the four cities.

## OBJECTIVES

The following objectives have emerged during the six months of discussions preceding this MOU:

1. Reduce the level of actual and potential conflicts that occur between jurisdictions for road construction and maintenance by shifting responsibilities between the jurisdictions. Most of these shifts will be from the County to each of the cities;
2. In shifting responsibilities, ensure that adequate resources (budget, equipment, and/or personnel) are transferred to permit the cities to maintain the level of maintenance that the County has provided;
3. Maintain the sub-regional network of major inter-city roads as a County responsibility;
4. Retain the County's ability to continue to efficiently utilize the Yeon Shops for equipment and fleet maintenance, the sign shop, radio maintenance, and County road offices;
5. Define inter-jurisdictional roles with respect to planning for capital improvements and road maintenance responsibilities in east Multnomah County.

These objectives serve as guides for the following recommended actions and for the IGAs to be developed in conformance with this MOU.

## RECOMMENDATIONS

### Capital Improvements

There are four key recommendations with respect to improving coordination and clarifying relationships with respect to capital improvements, i.e. road expenditures for other than ongoing maintenance.

#### 1. Define the Sub-Regional Network

**Objective:** To clearly identify which of the major inter-city roadways will remain under the County's jurisdiction for future capital improvements and maintenance.

**Description:** Those arterials or collectors which are essential to serving more than the needs of a single jurisdiction comprise the sub-regional network and will be the County's responsibility. This includes arterials/collectors which may now be under the State's or Gresham's jurisdiction or new inter-city roads added to the system. The cities have the option of assuming responsibility for any roads that are determined not to be part of the defined sub-regional network.

To help clarify that roads within the sub-regional network are the County's ongoing responsibility, the County should develop a system of signage which clearly identifies these roadways.

**Approach:** All jurisdictions are to be involved in the determination of the sub-regional network -- Multnomah County, the State Highway Department and the cities of Fairview, Gresham, Troutdale and Wood Village. Staff members from each of these jurisdictions should participate in discussions as part of the IGA process. In defining the sub-regional network, the road system should be viewed as a hierarchy of roadways, ranging from major inter-city arterials and collectors, to those totally within and serving a jurisdiction, such as a minor collector.

Criteria to be used to guide the definition of the subregional network include:

- o Generally, the notion of a hierarchy of roads implies that the State will be responsible for State Highways and major interstate arterials; the County will be responsible for the major inter-jurisdictional arterials and collectors; and the cities will be responsible for local roads and minor collectors.
- o In defining the subregional network, it is expected that certain mitigating factors shall be considered in resolving jurisdictional responsibilities for specific roadways which may be in dispute, e.g. 181st and 202nd. Such mitigating factors may include, but are not limited

to, the functional values a specific roadway serves in meeting the needs of the subregional network, such as access, and trip origination and destination information.

The discussions between the jurisdictions should result in identification of those roads which are clearly of inter-city importance, those which are clearly within Gresham (or the other cities), and those which may be in dispute. It is anticipated that resolution of responsibility for the disputed roadways will be achieved by agreement to exceptions or other potential trade-offs, utilizing mitigating factors to help reach agreement. Exceptions could include those arterials which, though judged to be part of the subregional network, are entirely within the corporate limits of a specific jurisdiction.

Result: Maps and descriptions of roads to be included in the sub-regional network and those to be transferred between jurisdictions should be included in the IGAs.

## 2. Capital Improvement Program (CIP)

Objective: To involve the cities, on a continuing basis, in the development of the County's CIP.

Description: Because County capital expenditures for construction, reconstruction or major maintenance of roads in the sub-regional network may affect the scheduling and budgeting decisions of the cities, the CIP process should be modified to provide cities with the opportunity to participate in the CIP process on an ongoing (annual) basis. To assist in this review process, the CIP should identify projects and the schedule for capital improvements by jurisdiction. The East Multnomah County Transportation Committee should be renamed as the East Multnomah Transportation Coordinating Committee (EMCTCC) also provides an opportunity for all CIP discussions, including those of the cities.

The East Multnomah County Transportation Coordinating Committee (EMCTCC) should be the forum for achieving an enhanced intergovernmental review process. The bylaws of the EMCTC should be reviewed, and revised if needed, to permit the cities to be part of the review and recommendation process on the County's CIP for the sub-regional network. This effort specifically includes timely review of the annual CIP program, prior to its submission to the Board of County Commissioners. This will provide cities with an early opportunity to identify and comment on potential scheduling conflicts for County roads which pass through a jurisdiction.

To ensure that this annual review receives appropriate consideration, it is recommended that a technical advisory committee (TAC) be established for the EMCTCC; representatives of the State Highway department and affected public and

private utilities should be invited to serve on the TAC. The TAC should review both the CIP and the annual programs and suggest changes, before consideration by the elected officials who represent their jurisdictions on the EMCTCC.

**Approach:** Each of the jurisdictions should review the current organization and operating principles (by-laws) of the EMCTCC. The County should take the lead, working with the cities, to make organizational and operational modifications in accord with this MOU. A revised statement of purpose, description of the EMCTCC and by-laws should be referenced in each IGA and be attached thereto.

**Result:** Improvements in the CIP process to ensure opportunities to reduce potential conflicts, to enhance coordination and improve interjurisdictional transportation planning.

### **3. Coordination of Schedules**

**Objective:** To provide the cities and the County with the opportunity to further reduce conflicts or misunderstandings resulting from scheduling and other changes affecting construction, reconstruction or major maintenance activities.

**Description:** Implementation of construction, reconstruction, or major maintenance activities are not always carried out in accord with the proposed schedules or the project definition presented in the CIP of each jurisdiction. For a variety of reasons, decisions are made to delay, speed up, add or omit certain activities. These changes may create problems for other jurisdictions who have planned community events, capital improvements or other activities which may be affected by these changes.

To ensure that coordination problems are kept to a minimum, a process of early notification of changes is recommended for review by the TAC. The TAC should meet on a regular basis, not less than quarterly, to review and discuss schedules for capital improvements. If conflicts or problems arise due to scheduling or other changes, the jurisdiction affected by a change can exercise a veto but has the responsibility to suggest alternative solutions which are consistent with the budget and work program of the jurisdiction which initiated the change in the first place. (Veto authority over State projects is excluded.)

To further ensure that all jurisdictions are informed, each jurisdiction has the responsibility to notify the others of specific actions in advance, e.g. mailing of bid notices to other jurisdictions for comment and notification of letting of contracts. Again, if problems that have not been identified during the CIP process and TAC review arise, the jurisdiction affected by the proposed action can request a change, but must

also suggest a way to resolve the problem which is consistent with the budget and other planned activities of the jurisdiction which initiated the proposal.

**Approach:** During the IGA process, a staff committee with representatives from all jurisdictions should meet and define a timely and appropriate notification/review process. The agreed-upon process should be referenced in each IGA and attached thereto.

**Result:** Three opportunities to improve coordination and reduce conflicts: during CIP review, regularly scheduled TAC meetings and discussions, and advance notice of actions to proceed with a planned capital improvement.

#### **4. Development Review**

**Objective:** To permit cities to coordinate development activities within their boundaries which affect roads which are the responsibility of other jurisdictions, e.g. roads which are part of the County's sub-regional network which pass through a city.

**Description:** Private developments generate traffic impacts on roadways which are evaluated during the development review process. At present, the jurisdiction which is responsible for the road has the final say on the improvements that may occur which affect the functioning of the roadway. This can create confusion, delays in the permitting process, and inter-jurisdictional conflicts.

Therefore, it is recommended that the cities have the option of assuming responsibility for development review on all County roads within their boundaries, regardless of who has the ongoing capital and maintenance responsibilities. (The State's development review authority is specifically excluded from this recommendation.)

In assuming the development review responsibility, the city must abide by certain principles, as follows: 1) the level of service (LOS) will be maintained during peak a.m./p.m. periods; 2) agreed upon road and development standards; 3) consideration of current and future off-site and cumulative network effects; and 4) timely notice to the County with opportunity to comment as the County will have ongoing maintenance responsibility for the road will be given. The County can comment, on the record, on the proposed improvements in terms of the principles identified above and the effect that the proposed improvements may have on the County's maintenance responsibilities. The County may give notice to other cities affected by the development request and those cities may also decide to comment during the review process.

If, in the future, it is felt that development reviews are not providing an appropriate balance between sub-regional network and local development needs, discussion of the principles underlying this transfer of development review responsibilities can be discussed, and modified if needed, at the EMCTC.

**Approach:** During the IGA process each city should have the option of deciding whether it wants to assume responsibility for development review on County roads within its boundaries. Each IGA should specify whether the jurisdiction has exercised this option and how the city will provide the County with an opportunity for timely review and opportunity to comment, consistent with the city's review and permitting schedules. The IGA should also identify whether some transfer of resources is appropriate, given any reductions in the County's responsibilities for development review.

**Result:** Streamlining of development reviews while maintaining the ability of the sub-regional network to operate in a manner consistent with inter-city transportation needs.

### Maintenance

Three recommendations affect the ongoing maintenance of east County roads which are not part of the sub-regional network.

#### **1. Transfer of Responsibilities for Maintenance**

**Objective:** To transfer maintenance responsibilities for all roads which are not part of the sub-regional network from the County to the cities.

**Description:** Roads which are entirely within a jurisdiction's boundaries should be the responsibility of that jurisdiction. Therefore, all local roads including those not included in the County's sub-regional network, should be transferred to the respective cities. A city can then decide if it wants to provide maintenance or contract for the service.

**Approach:** Each IGA should include maps and descriptions of the roads that will be transferred from the County to the city.

**Result:** Clarification of maintenance responsibilities; the County will maintain the sub-regional network and the cities will be responsible for maintenance of local roads.

## **2. Transfer of Road Maintenance Resources**

**Objective:** To ensure that the cities have adequate resources to provide, at a minimum, the same level of maintenance on the local roads which the County has provided.

**Description:** In transferring responsibility for road maintenance to the cities, the County has a public responsibility to ensure that the roads now under its jurisdiction are adequately maintained in the future. Therefore, resources sufficient to provide a continuing level of maintenance for these roads will be transferred from the County to the cities, commensurate with the characteristics of the roads being transferred.

These resources may include funds, equipment or personnel (filled or vacant positions). The initial level of resources transferred to the cities will be the basis for annual transfers, plus increases due to inflation or other identified factors. If actual personnel transfers occur, the accepting jurisdiction shall ensure that the individual(s) salary level, seniority position and benefits are protected.

Each jurisdiction can then determine how it wants to provide maintenance services, either by undertaking such activities in-house or through contracts for maintenance services.

**Approach:** During the IGA process, the County shall reach agreement with each jurisdiction on the level and type of resources and assets to be transferred to each city and whether or not the County's equity in the Yeon Shops should be shared with the jurisdictions, and if so, how this is to be accomplished. Specific agreements and provision for annual transfers shall be specified in each IGA.

**Result:** Improved coordination of maintenance activities within jurisdictions and continuing capacity to provide adequate maintenance.

## **3. Sharing of County Shops and Equipment**

**Objective:** To ensure that all east County jurisdictions can provide ongoing maintenance services without excessive additional costs.

**Description:** In recommending the changes described in this MOU, it is recognized that the resulting shifts may create some problems and/or opportunities with respect to space and equipment needs of the jurisdictions. Therefore, the County shall provide the cities with the option of utilizing or sharing the County's resources at its Yeon shops. This shall include: access to specialized or large equipment owned by the County; sign services; radio and equipment

maintenance/repair services; joint purchase of maintenance materials; and vehicle storage. This sharing of Yeon Shop resources is subject to availability, including, when appropriate, personnel to perform these services.

Cities can enter into purchase of service agreements with the County, following review of costs for alternative methods of providing these services. It is assumed that cities would not contract with the County if the County's rates are not competitive. It should be noted that the County presently has such sharing or service provision arrangements with Portland and Fairview.

Approach: Each IGA should specify that the County is willing to enter into a purchase of service or sharing agreements with the cities. Exercise of this agreement will be up to each city, subject to due diligence analysis of the service to be provided and the resultant costs.

Result: Assuming availability of these resources and that the County's rates are competitive, sharing of these resources can reduce overall public costs for maintenance of east County roads as new equipment purchases and added personnel costs can be delayed or rendered unnecessary.

## IMPLEMENTATION

1. Revisions and preparation of the final MOU and jurisdictional resolutions of support and signing of the MOU by early February 1990.
2. Preparation of IGAs between the County and the cities and the County and State Highway department from February to September 1990.
4. Signing of IGAs not later than September 1990.
5. Implementation of IGAs starting July 1991.
6. During the second year of the IGAs (1992-93), an independent evaluation of the effectiveness of the agreements will be undertaken, jointly financed by the County and any city interested in participating. This evaluation will review the effectiveness of the agreements in terms of the level of resources, capacity to provide road services, and the level of improved intergovernmental communications and coordination. Based on this evaluation, the terms of the IGAs could be modified. These modifications would go into effect during fiscal year 1993-94.
7. This MOU shall be in effect for a minimum of five years. During the fifth year, or at an earlier time if all signatories agree, the terms of the MOU shall be reviewed and modified and/or reconfirmed. At the time that the MOU is reviewed, consideration could be given to the transfer, to all cities, of those segments of the subregional network which are located within a city's limits.

AGREED TO BY THE PARTIES SIGNED BELOW:

Glady's McCoy \_\_\_\_\_ 1/30/90  
Multnomah County Date

Fred M Carlson \_\_\_\_\_ 2/7/90  
City of Fairview Date

Jessie McRobert \_\_\_\_\_ 2/13/90  
City of Gresham Date

Sam K Cas \_\_\_\_\_ 2/13/90  
City of Troutdale Date

David Walker \_\_\_\_\_ 2-14-90  
City of Wood Village Date