



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1@co.multnomah.or.us

Serena Cruz Walsh, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

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DECEMBER 13 & 15, 2005 BOARD MEETINGS ^{REVISED} FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday MCSO Operations and Policy Issues Briefing
Pg 2	9:30 a.m. Thursday Approval of Federal Legislative Agenda
Pg 5	10:00 a.m. Thursday FY 2006 Supplemental Budget for Submission to TSCC
Pg 6	10:25 a.m. Thursday MCSO General Fund Contingency Request
Pg 7	11:02 a.m. Thursday RIB Regional Strategy
Pg 7	11:15 a.m. Thursday Acknowledging Sunset of County ITAX
Pg 7	11:25 a.m. Thursday Agreements Related to Transfer of County Roads to City of Gresham
Pg 7	6:00 p.m. Thursday Gresham Joint Meeting

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Tuesday, December 13, 2005 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-1 Update on Multnomah County Sheriff's Office Operations and Policy Issues: Management of Personnel Costs. Presented by Sheriff Bernie Giusto. 1 HOUR REQUESTED.

Cable Television Time/Channel:

Tuesday, 12/13/05 at 9:00 AM, (LIVE) Channel 29
Friday, 12//16/05 at 8:00 PM on Channel 29
Saturday, 12/17/05 at 7:00 PM on Channel 29
Sunday, 12/18/05 at 2:00 PM on Channel 29
Monday, 12/19/05 at 8:00 PM on Channel 29

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Streaming Media Broadcast at

http://www.co.multnomah.or.us/cc/live_broadcast.shtml

Tuesday, December 13, 2005 - 10:00 AM
(OR IMMEDIATELY FOLLOWING BOARD BRIEFING)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

CANCELLED.

Thursday, December 15, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **SHERIFF'S OFFICE**

- C-1 Off Premises Sales AND Limited On Premises Sales Liquor License Renewals for BIG BEAR'S CROWN POINT MARKET, 31815 E Columbia River Highway, Troutdale
- C-2 Full On Premises Sales Liquor License Renewal for BOTTOMS UP TAVERN, 16900 NW St Helens Road, Portland
- C-3 Off Premises Sales Liquor License Renewal for CORBETT COUNTRY MARKET, 36801 E. Historic Columbia River Highway, Corbett
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- C-5 Off Premises Sales Liquor License Renewal for FRED'S MARINA, 12800 NW Marina Way, Portland
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- C-7 Full On Premises Sales Liquor License Renewal for MULTNOMAH FALLS LODGE, S/S Scenic Highway and Columbia Gorge, Bridal Veil
- C-8 Off Premises Sales Liquor License Renewal for ORIENT COUNTRY STORE, 29822 SE Orient Drive, Gresham
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- C-16 RESOLUTION Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

DEPARTMENT OF COMMUNITY SERVICES

- C-17 RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, HOWARD J. WILLETT

REGULAR AGENDA - 9:30 AM

DEPARTMENT OF COMMUNITY SERVICES

- UC-1 Approval of Renewal of an Auto Wrecker's license for Frank Miller Truck Wrecking at 28609 SE Orient Drive

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

PUBLIC AFFAIRS OFFICE - 9:30 AM

- R-1 **9:30 AM TIME CERTAIN:** Approval of Federal Legislative Agenda. Presented by Gina Mattioda, Kate Cusack and Dan Jarman. 30 MINUTES REQUESTED.

DEPARTMENT OF COUNTY MANAGEMENT - 10:00 AM

- R-2 Approve Fiscal Year 2006 Supplemental Budget for Submission to Tax Supervising and Conservation Commission
- R-3 Budget Modification DCM-08 Reclassifying the Health Department Director's Position to a Higher Level, as Determined by the Class/Comp Unit of Central Human Resources
- R-4 Budget Modification DCM-09 Authorizing Revision to Compensation Plan Program Coordinator Classification, as Determined by the Class/Comp Unit of Central Human Resources
- R-5 Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County Library Administration Elevator Replacement Project
- R-6 RESOLUTION Adopting Revised Public Contract Review Board Rules

DEPARTMENT OF COMMUNITY SERVICES - 10:15 AM

- R-7 Budget Modification DCS-03 Reclassifying 1.0 FTE Office Assistant Senior to 1.0 FTE Administrative Assistant in Tax Title as Determined by the Class/Comp Unit of Central Human Resources
- R-8 RESOLUTION Initiating Vacation Proceedings Pursuant to ORS 368.341(1)(c) for a Portion of NW Adams Street, a Public Road, and Directing the County Road Official to Prepare a Report as Required by ORS 368.346(1)
- R-9 RESOLUTION Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, Chapter 37 Administration and Procedures, Chapter 38 Columbia River Gorge National Scenic Area and Repealing Resolution No. 05-160

PUBLIC CONTRACT REVIEW BOARD - 10:20 AM

(Recess as the Multnomah County Board of Commissioners and convene as the Public Contract Review Board)

- R-10 ORDER Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

(Adjourn as the Public Contract Review Board and reconvene as Multnomah County Board of Commissioners)

SHERIFF'S OFFICE - 10:25 AM

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DEPARTMENT OF LIBRARY SERVICES - 10:38 AM

R-15 NOTICE OF INTENT to Apply for a Gates Foundation Grant for the Public Access Computer Hardware Upgrade Program

SCHOOL AND COMMUNITY PARTNERSHIPS - 10:40 AM

R-16 Intergovernmental Expenditure Agreement 4600005845 with the Housing Authority of Portland for the Administration of Rental Assistance Funds and to Implement a Single Unified Rental Assistance Program in Multnomah County

NON-DEPARTMENTAL - 11:00 AM

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- R-18 PUBLIC HEARING and Consideration of a RESOLUTION Approving the 2005-2007 Regional Investment Strategy of the Multnomah-Washington Regional Investment Board
- R-19 NOTICE OF INTENT to Apply for Immediate Opportunity Funds for Widening of the Intersection of NE Sandy Boulevard and NE 223rd Avenue
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Thursday, December 15, 2005 - 6:00 PM

City Hall Conference Center, Barlow, Oregon Trail and Springwater Trail Rooms
1333 NW Eastman Parkway, Gresham

JOINT MEETING

- JM-1 The Gresham City Council and Multnomah County Board of Commissioners Will Meet to Discuss Issues Including: Update on the Pending Transfer of Approximately 50 Miles of County Roads to Gresham; LSI Logic; Rockwood Urban Renewal; and Public Safety Joint Budgeting. This meeting is open to the public; however no public testimony will be taken. 2 HOURS REQUESTED.



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Thursday, December 15, 2005 - 6:00 PM

City Hall Conference Center, Barlow, Oregon Trail and Springwater Trail Rooms
1333 NW Eastman Parkway, Gresham

JOINT MEETING

- JM-1 The Gresham City Council and Multnomah County Board of Commissioners Will Meet to Discuss Issues Including: Update on the Pending Transfer of Approximately 50 Miles of County Roads to Gresham; LSI Logic; Rockwood Urban Renewal; and Public Safety Joint Budgeting. This meeting is open to the public; however no public testimony will be taken. 2 HOURS REQUESTED.



Maria Rojo de Steffey
Multnomah County Commissioner, District 1

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FAX: (503) 988-5440
Email: district1@co.multnomah.or.us

MEMORANDUM

TO: Chair Diane Linn
Commissioner Serena Cruz
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Clerk of the Board Deb Bogstad

FROM: April Fernandes - Staff Assistant to Commissioner Maria Rojo de Steffey

DATE: December 5, 2005

RE: December 15th Gresham / Board Meeting

Commissioner Rojo de Steffey will be unable to attend the joint Gresham/Board meeting on December 15, 2005 due to a long-standing personal engagement.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date:	12/15/05
Agenda Item #:	JM-1
Est. Start Time:	6:00 PM
Date Submitted:	11/23/05

BUDGET MODIFICATION:

Agenda Joint Meeting with Gresham City Council at Gresham City Hall, 1333 NW
Title: Eastman Parkway, Gresham, OR 97030

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	December 15, 2005	Time Requested:	Wednesday December 15, 2005, 6-8pm
Department:	Non-Departmental	Division:	Chair's Office
Contact(s):	Thomas Bruner, Rob Fussell		
Phone:	503/988-3308	Ext.	83308
I/O Address:	503/600		
Presenter(s):			

General Information

1. What action are you requesting from the Board?

Participation in a joint Gresham City Council, Multnomah County Board of Commissioners public meeting to discuss key topics of mutual interest.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Topics for Discussion:

1. Update on the pending transfer of approximately 50 miles of County roads to Gresham: Several weeks ago Chair Linn directed John Thomas and Dave Boyer to meet with the City of Gresham and begin work on a possible Intergovernmental Agreement (IGA) for BCC review. City of Gresham Mayor Chuck Becker had previously delivered a letter to the Board stating Gresham's desire to develop an IGA. Gresham and County representatives will provide an update on the IGA, and also explain what will occur if the IGA does not go into force by December 31, 2005.

2. LSI Logic: This item will be in two parts: Part 1 - Gresham/LSI representatives will present the overall plan and progress in cooperation with the State and County to achieve successful sale of the plant to a new owner. Part 2 - Multnomah County will provide an update on the progress of the LSI

Strategic Investment Program including the annual report to the community high-lighting LSI's compliance with their SIP agreement.

3. Rockwood Urban Renewal: The City of Gresham will provide an update on their progress with the West Gresham Urban Renewal District.

4. Public Safety Joint Budgeting: This will be a presentation by Multnomah County giving an overview of the process in place with the City of Portland, its purpose and expected outcomes. City of Gresham representatives have indicated possible interest in participation.

5. General comments from Board and Council members.

3. **Explain the fiscal impact (current year and ongoing).**

NA

4. **Explain any legal and/or policy issues involved.**

NA

5. **Explain any citizen and/or other government participation that has or will take place.**

NA

Required Signatures

**Department/
Agency Director:**



Date: 11/22/2005

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

BOGSTAD Deborah L

From: Jermann, Debbie [Debra.Jermann@ci.gresham.or.us]
Sent: Monday, November 28, 2005 2:53 PM
To: BOGSTAD Deborah L; Cafferty, Molly
Cc: Otto, Connie
Subject: RE: Joint Meeting: BCC and Gresham

Hey Deb – it would be great to see you again – been a while!!

I am going to reserve the City Hall Conference Center for the meeting – you can include in your notice we will have the Barlow, Oregon Trail and Springwater Trail Rooms. I will have facilities setup the tables as they do for our council meetings, with seating for 20, plus testimony seating and public seats. I'll have the microphone system setup up, but there is not a built in recording system in the conference center, so you would have to bring your equipment.

I'll have the rooms reserved for 2:00 p.m. until 8:30 to allow adequate setup time. Holler if you have questions.

From: BOGSTAD Deborah L [mailto:deborah.l.bogstad@co.multnomah.or.us]
Sent: Monday, November 28, 2005 2:33 PM
To: Cafferty, Molly; Jermann, Debbie
Cc: Otto, Connie
Subject: FW: Joint Meeting: BCC and Gresham

As discussed, Molly, I have been directed to proceed with noticing a joint meeting from 6:00 to 8:00 p.m. on Thursday, December 15th, at Gresham City Hall. Please let me know whether the Mayor wishes this meeting conducted in the Gresham Public Safety and Schools Building Council Chambers or the Gresham City Hall Conference Center. See the attached document regarding agenda topics. Hi Debbie – looks like I might be seeing you soon! Thank you.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
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Portland, Oregon 97214-3587
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(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

-----Original Message-----

From: BRUNER Thomas
Sent: Wednesday, November 23, 2005 2:54 PM
To: WALKER Gary R; MARTIN Chuck T; WEST Kristen; NAITO Terri W; WESSINGER Carol M; CARROLL Mary P; LASHUA Matthew; GORDON Kathy; LIEUALLEN Matt; ROMERO Shelli D; FERNANDES April; BOWEN-BIGGS Tara C; PAINE Robert E
Cc: BOGSTAD Deborah L; #ALL CHAIR'S OFFICE
Subject: Joint Meeting: BCC and Gresham

Board Staff,

This is a courtesy email to let you know that we have scheduled the joint meeting between the BCC and City of Gresham - first requested by Mayor Becker in early September - for December 15 from 6:00-8:00 p.m. at Gresham City Hall. The four agenda items for the meeting are listed on the Agenda Placement Request, and are

11/29/2005

the same that the Chair's office gave your offices for review, comment and possible additions some weeks ago. In the meeting that Rob Fussell and Gary Walker had recently with Mayor Becker to discuss the agenda, Mayor Becker was enthusiastic about the meeting and expressed his hope that all Multnomah County Commissioners will attend.

Thomas

Thomas Bruner, M.A.

Senior Policy Development Director
Office of Multnomah County Chair Diane Linn
501 SE Hawthorne, Suite 600
Portland, Oregon 97214
503.988.3958
971.227.1868 cell
503.988.3093 fax
thomas.bruner@co.multnomah.or.us
www.multnomah.co.or.us/cc/chair/

11/29/2005

BOGSTAD Deborah L

From: THOMAS John S
Sent: Thursday, December 08, 2005 4:15 PM
To: 'Ris, David'
Cc: Papsdorf, Ronald; BOYER Dave A; BOGSTAD Deborah L
Subject: RE: Logistics

I have confirmed that Deb Bogstad, our Board Clerk will bring duplicate originals to the joint meeting. She will get them signed at the meeting and retain a copy for our use.

We also need to notify the Oregon Transportation Commission. I will do that when I notify Legislative Counsel.

-----Original Message-----

From: Ris, David [mailto:David.Ris@ci.gresham.or.us]
Sent: Thursday, December 08, 2005 8:19 AM
To: THOMAS John S
Cc: Papsdorf, Ronald; BOYER Dave A
Subject: Logistics

For your reference, I will send you a link as soon as our agenda items are available on-line. That should be late today or tomorrow.

Please have the Chair sign duplicate originals and bring them that night. I presume two will be adequate. The Manager and Mayor can sign and then we will all be happy. Should she take the County's original back or would it be better if I sent it to someone directly?

I propose that once everything is signed that you will deal with the Legislative Counsel and I will take care of PERS, coping each other on the correspondence.

Dave

12/8/2005

BOGSTAD Deborah L

From: THOMAS John S
Sent: Thursday, December 08, 2005 5:16 PM
To: BOGSTAD Deborah L
Subject: RE: Gresham Roads Transfer documents

Dave Ris or someone from the City Attorney's Office will also be at the meeting to sign.

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Thursday, December 08, 2005 4:57 PM
To: THOMAS John S
Subject: RE: Gresham Roads Transfer documents

Okay I'll do it.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

-----Original Message-----

From: THOMAS John S
Sent: Thursday, December 08, 2005 4:54 PM
To: BOGSTAD Deborah L
Subject: RE: Gresham Roads Transfer documents

Thank you. Monday will be fine.

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Thursday, December 08, 2005 4:46 PM
To: THOMAS John S
Subject: RE: Gresham Roads Transfer documents

If it can wait until Monday I would be happy to do it. Thanks.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

-----Original Message-----

From: THOMAS John S

12/8/2005

Sent: Thursday, December 08, 2005 4:16 PM
To: BOGSTAD Deborah L
Subject: Gresham Roads Transfer documents

You will need to make one more original of each document for me to sign. Or I can have someone here do it. Let me know.

Thanks

-----Original Message-----

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Sent: Thursday, December 08, 2005 4:15 PM
To: 'Ris, David'
Cc: Papsdorf, Ronald; BOYER Dave A; BOGSTAD Deborah L
Subject: RE: Logistics

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I propose that once everything is signed that you will deal with the Legislative Counsel and I will take care of PERS, coping each other on the correspondence.

Dave

12/8/2005

BOGSTAD Deborah L

From: FUSSELL Rob
Sent: Wednesday, December 14, 2005 3:21 PM
To: BOGSTAD Deborah L
Subject: Fw: Gresham/MC Joint Meeting Agenda

Deb here is the info I have given our Board. Don't send to Gresham. They have already gotten their version.

-----Original Message-----

From: FUSSELL Rob
To: #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4
CC: #ALL CHAIR'S OFFICE
Sent: Wed Dec 14 14:42:45 2005
Subject: Gresham/MC Joint Meeting Agenda

Greetings:

On Monday I met with Gresham City Manager, Erik Kvarsten and Ron Papsdorf on the agenda. We discussed each item, compared notes on objectives and generally overviewed the meeting format. What follows is a summary incorporating our joint decisions. Similar information is being communicated to Gresham Councilors.

- * I sense a very positive attitude about the meeting in general.

- * This confirms the meeting is being held in Gresham City Hall 1st floor conference room starting at 6PM. However, dinner will be provided and you are invited to arrive 5:30-5:45 PM to get your food, meet and greet.

- * The plan is that Mayor Becker will preside over the meeting. He and Chair Linn will make very brief opening statements that will be immediately followed by the agenda: 5-10 minutes

- * Time needed for the meeting? It is a little hard to judge but considering 5-10 minutes startup, I think it is possible we'll be done by 7:15-7:30 PM or so. A lot will depend on how much discussion occurs.

1. County Roads Transfer 15-20 minutes

The purpose of this item to provide a final recap on the process, discuss the transition effort, and provide an opportunity for the City and County to recognize one-another for resolving this issue.

- Staff presentation by Dave Boyer, Multnomah County and John Dorst, City of Gresham
- County and City staff will be available to answer questions if needed
- Mayor Becker and Chair Linn will make final comments

City/County objectives:

- Recognition of the Board/Council for resolving this issue and staff for implementing
- Commitment to work together on a smooth transition
- Communicate the intent to provide continued effective and sustainable transportation services to Gresham and east Multnomah County

2. LSI Logic SIP Annual Report 10 minutes

Multnomah County will provide an update on the progress of the LSI Strategic Investment Program, including the annual report to the community highlighting LSI's compliance with their SIP agreement. Typically this report is presented annually at a regular board meeting at about this time of year. Considering the SIP agreement is with both the City and the County and, that major changes are in the wind, it seems like a golden opportunity for an appearance before this meeting.

- * Staff presentation by Rob Fussell, Multnomah County and Ed Gallagher City of Gresham
- * LSI presentation/comments-Pam Moore

City/County objectives:

- Report on the progress of LSI's current SIP agreement and compliance
- Establish a comfort level that the agreement is being followed and plans are in place to ensure orderly transition if the business is sold.

3. Rockwood Urban Renewal 10 minutes

The purpose of this item is to discuss City efforts to redevelop the Fred Meyer site along with partnership opportunities with the County to enhance or leverage its considerable County services in the area.

Staff presentation by Rebecca Ocken, City of Gresham and Dave Boyer, Multnomah County. Our part of this is only to highlight the primary services provided by the County in Rockwood. No detail is required.

City/County objectives:

- Inform County Commission of the Cities efforts to improve this catalyst site
- Receive information from County on their services in Rockwood
- Seek mutual commitment to pursue partnership opportunities

4. Public Safety Joint Budgeting 10 minutes

This item will provide an overview of the Multnomah County and City of Portland effort to engage in a joint budgeting process for public safety, its purpose, and expected outcomes.

- Commissioner presentation of major policy issues

Note: Mary, it was brought up in Board Staff that Commissioner Cruz may be interested and willing to make some overall comments about this effort and point out some of the key policy issues. You mentioned you would bring it up to her. I think it is a great idea. Please let me know. Thanks.

- Staff presentation by Dave Boyer, Multnomah County

City/County objectives:

- Ensure awareness about the County/Portland effort and the process
- Receive information on initial policy issues identified
- Determine if there may be interest and value in Gresham's future participation

5. General Comments and Closing 10 minutes

Opportunity for closing remarks. We anticipate Mayor Becker and Chair Linn thanking everyone, speaking to this being a good start, encouraging staffs to continue working together, and suggesting a desire that future joint meetings be held around issues of shared interest. It is understood several commissioners and councilors may want to speak.

City/County objective:

- Seek commitment to working together closely
- Commit to a continual dialogue on shared issues
- Strengthen personal contact/relationships

Rob Fussell

Chief of Staff

Office of Multnomah County Chair Diane Linn

501 SE Hawthorne, Room 600

Portland, OR 97214

Phone: (503) 988-3971

Cell: (503) 679-2745

Fax: (503) 988-3093

rob.fussell@co.multnomah.or.us

**JOINT MEETING
GRESHAM CITY COUNCIL & MULTNOMAH COUNTY COMMISSION**

**December 15, 2005
Conference Center – Gresham City Hall
6:00 p.m.**

- 1. Call meeting to order**
 - **Mayor Charles Becker**
- 2. County Roads Transfer**
 - **Dave Boyer, Multnomah County and John Dorst, City of Gresham**
 - **Mayor Charles Becker and Chair Diane Linn**
- 3. LSI Logic SIP Annual Report**
 - **Rob Fussell, Multnomah County and Ed Gallagher, City of Gresham**
 - **Pam Moore, LSI**
- 4. Rockwood Urban Renewal**
 - **Rebecca Ocken, City of Gresham and Dave Boyer, Multnomah County**
- 5. Public Safety Joint Budgeting**
 - **Commission Presentation**
 - **Dave Boyer, Multnomah County**
- 6. General Comments and Closing**
- 7. Adjourn meeting**

INTERGOVERNMENTAL AGREEMENT TO TRANSFER COUNTY ROADS FROM MULTNOMAH COUNTY TO THE CITY OF GRESHAM

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City").

RECITALS:

- A. In the early 1980s County and City began discussions regarding transfer of County roads located within the city limits of Gresham.
- B. In late 1993 County and City together with the Cities of Fairview, Troutdale, and Wood Village, met on multiple occasions to develop a work plan for the transfer of certain County Roads to City outlining the respective rights, responsibilities and service roles of all interested parties resulting in various intergovernmental agreements.
- C. In early 1995, County and City entered into an intergovernmental agreement (IGA) that provided for the transfer of jurisdiction of approximately 70 miles of county roads in the city limits of Gresham from the County to the City.
- D. In 2003, County commissioned a transportation study by Rhodes Consulting, Inc., to examine options for transportation service delivery and roads jurisdiction in East Multnomah County and thereafter, the County initiated a financial feasibility study (Financial Impact Study) to address the fiscal impacts of various road transfer proposals on County, City and other East County municipalities.
- E. The Rhodes study recommended transfer of the County roads in Gresham to City and identified service levels, personnel and fiscal matters to be considered.
- F. The East Multnomah County Transportation Committee will continue to be the coordinating committee for the four cities and the County for regional transportation planning issues.
- G. During the 2005 state legislative session Senate Bill 1096 was enacted and becomes effective on January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.
- H. The parties desire by this agreement to set forth the terms of the transfer of jurisdiction of the roads.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECT ON PRIOR AGREEMENTS

1.1 Upon the effective date of this agreement the following agreements are terminated:

1.1.1 The 1995 Road Transfer Agreement

1.1.2 The 2004 Traffic Signal System Improvement (Phase 3) Agreement

1.2 The 1995 Signal Maintenance Agreement shall be terminated upon further agreement by the parties as of the date that the Signal Maintenance Agreement (Exhibit F) becomes operative.

1.3 The 2002 Portland Metropolitan Area Transportation Cooperative IGA for Equipment and Services shall remain in full force and effect.

1.4 The Oregon Public Works Emergency Response Cooperative Assistance Agreement for multi-jurisdiction mutual aid agreement shall remain in full force and effect.

2. TRANSFER OF ROADS AND EQUIPMENT

2.1 The roads transferred from the County to City by SB 1096 are all County roads, or portions thereof, within the corporate boundaries of the City as shown on Exhibit A. The transfer includes all signals, signs, and other road related equipment and improvements (including stormwater and water quality facilities) within the road right-of-way; any fee title, right of way, easement, dedication or other similar road related property interest; and any sidewalk, slope, traffic device, stormwater drainage or similar road related easements.

2.1.1 Any portion of a County Road that is located at the boundary of the City but is within the cities of Portland, Fairview, Troutdale, Wood Village or unincorporated Multnomah County shall not be transferred.

2.2 A legal description of transferred County roads will be provided by County to City by June 30, 2006. The County shall thereafter execute any appropriate assignment or conveyance document necessary to transfer the real property interests described above.

2.3 Effective on the date the Signal Maintenance Agreement (Exhibit F) becomes operative, the County transfers all right, title and interest in three (3) bucket trucks, tools, testing equipment and signal inventory, AS IS. Exhibit B is an inventory of the items to be transferred. County shall have a credit on the amount due under section 4.2 in the sum of \$40,000 on account of such transfer.

2.4 The County shall provide hard copies of all records relating to the transferred roads and assets by June 30, 2006. To the extent the City requires copies of records prior to

June 30, 2006 to manage the transferred roads and assets, the County shall provide such records as quickly as possible.

3. TRANSFER OF EMPLOYEES

3.1 Effective January 1, 2006, County will transfer to City one (1) employee with a job classification as "Transportation Planning Specialist," one (1) employee with a job classification as "Engineer 2," one (1) employee with a job classification as "Engineer 1," five (5) employees with a job classification of "Engineering Technician 2," one of which the parties agree is a vacant position, one (1) employee with a job classification as "Office Assistant 2." Effective on the date the Signal Maintenance Agreement (Exhibit F) becomes operative, County will transfer to City three (3) employees with a County job classification as "Electrician.

3.1.1 The job classification at the City for the County employee classified as "Transportation Planning Specialist" shall be "Associate Planner."

3.1.2 The job classification at the City for the County employee classified as "Engineer 2" shall be "Civil Engineer II."

3.1.3 The job classification at the City for the County employee classified as "Engineer 1" shall be "Civil Engineer I."

3.1.4 The job classification at the City for the County employees classified as "Engineering Technician 2" shall be "Engineer Technician II" except one shall be classified as "Public Works Inspector."

3.1.5 The job classification at the City for the County employee classified as "Office Assistant 2" shall be "Administrative Assistant II."

3.1.6 The job classification at the City for the County employees classified as "Electrician" shall be "Electrician."

3.2 The wage rate for each employee described in sections 3.1.1 to 3.1.5 at City as of January 1, 2006, shall not be less than the rate paid to such employee by County on December 31, 2005. The wage rate for each employee described in sections 3.1.6 at City as of March 1, 2006, shall not be less than the rate paid to such employee by County on February 28, 2006.

3.2.1 The parties acknowledge that the salaries of the three employees described in section 3.1.6 of this Agreement may require adjustment if negotiations between Local 48 and the County are not complete on the date the Signal Maintenance Agreement becomes operative, in order to reflect the salary that such employees would have been entitled to as of the day before the Signal Maintenance Agreement becomes operative, had a contract been in place at that time. If back pay is owing as a result of the new contract, County will be responsible for any back pay due such employees based on their employment at the County through the day before the Signal Maintenance Agreement becomes operative,. City will be responsible for any back pay due such employees based on their employment at the City on and after the date the Signal Maintenance Agreement becomes operative.

3.3 After the first 12 months of employment, each such employee shall be placed at the closest salary for the position as designated under City's salary schedule.

3.4 Compensatory leave, personal leave or other similar leave shall not be transferred. County shall be responsible for any obligations which may exist with respect to accrued compensatory leave, personal leave, or other similar leave of transferring employees.

3.5 All transferring employees shall be entitled to coverage under City health insurance plans without any waiting period for preexisting conditions. County shall for a period of 12 months reimburse City for any additional premium costs incurred by City resulting from the waiver of any waiting period.

3.6 All transferring employees shall have seniority determined as follows: Where City uses years of service in a job classification for any purpose, seniority shall be determined by years of service in the City job classification plus years of service at the County in a comparable job classification. Where City uses total years of service with the City for any purpose, seniority shall be determined by total years of service with the City plus total years of service with the County.

3.7 Workers Compensation Issues.

3.7.1 A county employee who has sustained an on the job injury compensable under the workers' compensation laws of the state of Oregon and who has not been released to full duty on the effective date of the transfer shall not be transferred to City employment until the employee has a full duty release.

3.7.2 Responsibility for county employees who have sustained an on the job injury compensable under the workers' compensation laws of the state of Oregon and who are designated for transfer to the City shall be in accordance with law.

3.8 This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than City and County. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

3.9 Accrued leave.

3.9.1 Depending on the preference of each employee being transferred, County shall transfer to City, the employee's total accrued vacation, but not to exceed the maximum allowed by the City's personnel rules, or a lesser amount as designated by the employee. Any accrued vacation not transferred shall be paid to employee by County. County shall pay City for accrued vacation transferred to City as provided in Section 4.

3.9.2 County shall transfer to City all of the accrued sick leave of each employee being transferred. County shall have no liability for payment to City on account of such transfer.

3.10 Accrued leave transferred to the City shall be subject to the City's personnel rules or union contract, as applicable, for utilization, payout and maximum accrual, except that transferring employees shall be entitled to retain and transfer all accrued sick leave regardless of sick leave accrual limits in place at the City.

3.11 County agrees to defend, indemnify and hold City harmless from any claim by a County employee that such employee's duties were transferred to City without transfer of the employee pursuant to ORS 236.605 et. seq.

3.12 City and County agree that City waives any claim it may have for the County to reimburse City for any PERS unfunded liability existing on December 31, 2005, and County agrees to waive any claim it may have for the City to reimburse County for any PERS surplus existing on December 31, 2005.

4. COMPENSATION

4.1 County shall pay the City annually on an ongoing basis, in accordance with this Section 4, the following amounts:

4.1.1 A payment based on the actual cost to County as of December 31, 2005, of salary and salary burden for the employees described in sections 3.1.1 through 3.1.5 of this agreement. The agreed amount on an annual basis is \$677,332.

4.1.2 A payment based on the actual cost to County as of December 31, 2005, of salary and salary burden for two of the employees described in 3.1.6 of this agreement plus a payment based on the actual non-personnel costs related to providing signal services. One additional employee with a job classification as "Electrician" will be transferred, but the County shall have no ongoing financial responsibility with respect to this employee. The agreed amount to be paid under this section on an annual basis is \$269,000. If the Signal Maintenance Agreement has not become operative as of July 1, 2007, this payment will be prorated. No payment will be made for any month in which the County is maintaining the signals prior to the date the Signal Maintenance Agreement becomes operative.

4.1.3 A payment based on a three-year annual average (ending with fiscal year 2003-2004) of the actual costs to County for maintaining County Roads in the city of Gresham. The agreed amount on an annual basis is \$1,127,000.

4.1.4 A payment based on the formula set forth in the 1995 Roads Transfer Agreement. The agreed amount of this payment for fiscal year 2005-2006 was \$513,364.68

4.1.5 The additional sum of \$225,000 per year.

4.2 On or before January 31, 2006, County shall pay the City on a one-time basis, in accordance with this section, the following amounts, less the \$40,000 credit provided for in section 2.3:

4.2.1 An amount equal to the accrued vacation transferred to City by County under section 3.9.1 above.

4.2.2 All amounts described in Section 5, Responsibility For Capital Projects; Project Agreements, below.

4.3 On or before January 31, 2006, to cover the period from January 1 through June 30, 2006, payment shall be made by the County to City for:

4.3.1 One-half of the amounts described in 4.1.1 and 4.1.5.

4.3.2 An amount equal to the payment described in 4.1.3, less the amounts spent between July 1, 2005 and December 31, 2005 on the transferred roads.

4.3.2 One-half the amount described in 4.1.2 prorated for any month in which the Signal Maintenance Agreement has not operative. No payment will be made for any month in which the County is maintaining the signals prior to the date the Signal Maintenance Agreement becomes operative.

4.4 The parties acknowledge that the amount contemplated by section 4.1.4 has previously been fully paid for fiscal year 2005-2006.

4.5 The amounts payable under section 4.1 above shall be adjusted each fiscal year to reflect the increase or decrease in the total of the county gas tax, state gas tax and motor vehicle registration fee shared revenue, excluding increases in the County gas tax after the effective date of this agreement authorized by the Board for a specific project or use and not for the benefit of County roads generally ("Shared Revenue") from the previous fiscal year. If the County's Shared Revenue decreases then the amount payable under section 4.1 will decrease proportionately. If the County's Shared Revenue increases then the amounts payable under section 4.1 will increase proportionately. For example, for payments in the 2008-2009 fiscal year, if the County Shared revenue in 2007-2008 increases 5% over 2006-2007, the 2008-2009 payments will be increased 5% over the payment made in 2007-2008.

4.5.1 The payments pursuant to section 4.3 to cover the period from January 1 through June 30, 2006 shall not be adjusted from the agreed amounts in Section 4.1.

4.5.2 The payments pursuant to section 4.1 for fiscal year 2007-2008 shall be the agreed amount described in section 4.1 adjusted by the difference in the Shared Revenues received by County in 2005-2006 and received in 2006-2007.

4.5.3 The payments pursuant to section 4.1 for subsequent fiscal years shall be adjusted based on the change in Shared Revenue in subsequent previous fiscal years.

4.5.4 The County shall provide City on an annual basis, at the time that the County Department of Community Services submits its budget proposal to the County Chair for preparation of the executive budget, the County's revenue budget assumptions and projections for the Shared Revenues.

4.6 Commencing with fiscal year 2006-2007, the amounts required to be made under section 4.1, shall be made in equal quarterly payments in arrears on the last day of the quarter. Payments will be made on September 30, December 31, March 31 and June 30.

4.7 The County's obligation to pay all sums under this agreement is deemed proprietary in nature, and County expressly agrees that the obligation to pay does not amount to a governmental function.

5. RESPONSIBILITY FOR CAPITAL PROJECTS; PROJECT AGREEMENTS

5.1 Commencing on January 1, 2006 the County shall have no obligation to fund capital projects in the City including projects currently listed in the County's fiscal year 2005-2009 Transportation Capital Improvement Plan and Program. In lieu of such obligation, the County will transfer to the City the following amounts identified in the CIP for the following projects:

- | | |
|--|----------------------|
| 5.1.1 Glisan St (202 nd Ave to 207 th Ave) | \$220,000 (PA) |
| 5.1.2 Division St. Sidewalks (182 nd Ave to 202 nd Ave) | \$100,000 (Bike/Ped) |

5.2 County and City agree that agreement # 0405167 which transferred jurisdiction of Sandy Blvd from 162nd to 207th from the State to the County and established project parameters and funding for Sandy Blvd improvements will remain in effect. City agrees to determine the nature of, design, construct and maintain the improvements needed on that portion of Sandy Blvd within the corporate limits of the City on and after January 1, 2006. County agrees to determine the nature of, design, construct and maintain the improvements needed on the portion of Sandy Blvd which are within the corporate limits of the City of Fairview. City will have \$1,096,000 of State funds available to it for its work and the County will have \$250,000 of State funds available to it for its work. County will be the contact with the State for both projects. City will bill the County monthly for work completed by the City. County will bill the State for the amount invoiced from the City. County will not add County administrative charges to the City's invoiced amount when billing the State. Upon receipt of payment from the State the County will immediately forward the payment to the City. Charges for survey work completed before January 1, 2006 on the portion of Sandy Blvd within the City of Gresham shall be charged to the City's available funds. Charges for survey work completed before January 1, 2006 on the portion of Sandy Blvd within the County's jurisdiction will be charged to the County's available funds.

5.3 On or before January 31, 2006, the County will assign to City the in-lieu of agreements for projects identified in Exhibit C and transfer to City all funds held by County on account related to such agreements. City agrees to comply with all terms of

the agreements and, except for matters arising prior to January 1, 2006, to hold County harmless from any claim arising from such agreements.

5.4 As provided in section 1.1.2, The 2004 Traffic Signal System Improvement (Phase 3) Agreement shall terminate as of December 31, 2005. Commencing January 1, 2006, the County shall have no further obligations under the terms of that agreement except, in lieu of such obligations, the County will transfer to City, \$18,866 which is the balance of the County's cash commitment to this project.

5.5 County shall hold City harmless from any contract claims arising out of capital projects constructed or under construction prior to January 1, 2006.

6. MAINTENANCE

6.1 Commencing January 1, 2006 County will provide road related maintenance services as provided in the maintenance agreement ("Maintenance Agreement") attached hereto as Exhibit D.

6.2 If the Maintenance Agreement is terminated, then following termination:

6.2.1 County shall continue to pay to City the amount based on maintenance costs as provided in section 4.1.3, as adjusted.

6.2.2 County will transfer to City employees employed by County as of the effective date of the termination who have been performing maintenance services on roads within the City of Gresham. Upon transfer of the employees and compliance with the ORS 236.605 et seq, County shall have no further liability to Gresham for such employees, except for the payment described in section 6.2.1. The parties agree that the number of County employees employed by County to perform maintenance services on County roads within Gresham as of the effective date of this agreement is less than 10 full time equivalent (FTE) positions and that the number of employees transferred will be less than 10 FTE. Unless the context requires otherwise, the transfer shall be in accordance with Section 3 above.

6.3 The intent of the parties in calculating the amount paid under Section 4.1.3 above is that the level of service to maintain County Roads during the three-year annual average period was substantially similar to the level of service that will be provided by the County in the first year of the Maintenance Agreement. The parties agree that in subsequent years, the level of service will vary depending on adjustments to revenue under section 4.5, labor and material cost increases, weather events and other factors beyond the control of the parties.

7. STORMWATER MANAGEMENT

Water quality compliance as it relates to the NPDES Permit #101315, and compliance with all water quality and natural resource laws and regulations shall be the responsibility of the City, except as provided in the Maintenance Agreement described in Section 6 of this Agreement.

8. ANNEXATION

8.1 The City anticipates annexing areas known as Pleasant Valley and Springwater as shown on the map attached as Exhibit E. Prior to annexation, County will continue to maintain all roads under the jurisdiction of the County in areas anticipated to be annexed in accordance with the applicable county road standards. County will notify the City of anticipated changes to the applicable county road standards.

8.2 Upon City's annexation of property currently in any unincorporated area of County, jurisdiction of all roads under the jurisdiction of the County in the annexed areas will immediately pass to City. Planning for the annexation of these roads will be the responsibility of City.

8.3 Arterial roads in the annexed areas, as shown on the map attached as Exhibit E, will be added to the Maintenance Agreement and maintained in accordance with the terms of that agreement. Commencing in the fiscal year following annexation, Gresham will pay County for maintenance of the annexed roads a fee based on the average cost per mile spent by County to maintain roads in unincorporated Multnomah County. Roads in annexed areas to be maintained by the County shall be maintained to a rural road standard unless the parties agree to a different standard and cost basis.

8.4 Commencing in the fiscal year following the fiscal year in which annexation occurs, County will transfer annually to the City of Gresham a sum equal to the Shared Revenue less any part of such Shared Revenue obligated to be paid by County to others by law or by agreement, including this Agreement and less any part retained by County for use for bridge purposes pursuant to law or agreement, times a fraction, the numerator of which is the number of center line miles of roads annexed to the City and the denominator of which is the total number of center line miles of county roads (as defined in ORS 368.001) in Multnomah County prior to the annexation. The mileage figure for the denominator shall be the miles shown on the 2005 Oregon Department of Transportation report or if a later report has been published, the later report. Payments will be made quarterly as provided in section 4.6

9. COORDINATION ON PLANNING AND SIGNAL ISSUES; TRANSITION TEAM

9.1 It will be necessary for the parties to coordinate planning and to address other issues that arise as a result of the transfer of roads.

9.2 The City currently provides the County with notice of development applications. After transfer of the roads, developments in the City may impact the County and developments outside of the City may impact the City. The parties desire to continue this process after the roads transfer is complete. City agrees therefore to continue to provide the County with timely notice of development applications in the City and an opportunity to provide comments during City's review and permitting process. County agrees to provide City with timely notice of development applications in the County and an opportunity to provide comments during County's review and permitting process. County agrees to provide City with timely notice of any development applications the County is requested to review relating to County Roads in Troutdale, Fairview and Wood Village.

9.3 County and City agree to enter into the Signal Maintenance Agreement attached hereto as Exhibit F. County shall be responsible for signal function and maintenance for the signals identified in Exhibit F at no cost to City until the Signal Maintenance Agreement becomes operative. County shall continue to maintain the signals identified in the 1995 Signal Maintenance Agreement pursuant to the terms of that agreement until the Signal Maintenance Agreement becomes operative. Beginning on the date that the Signal Maintenance Agreement becomes operative, County shall have no further responsibility for signal function or maintenance for the signals identified in Exhibit F or those identified in the 1995 Signal Maintenance Agreement, except as provided in the Signal Maintenance Agreement.

9.4 A transition team consisting of County and City staff will convene regularly to oversee the transfer and implementation of this Agreement. The team will identify issues concerning the transfer of county roads and take steps to address them as expeditiously as possible.

10. USE OF COUNTY YEON SHOPS FACILITIES

County and City agree to enter into the Lease Agreement attached hereto as Exhibit G for the lease of the signal areas of the Yeon Shop facilities.

11. GENERAL PROVISIONS

11.1 All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham
Attention: Transportation Division Manager
Department of Environmental Services
1333 NW Eastman Parkway
Gresham, OR 97030

Multnomah County
Environmental Compliance Manager
1600 SE 190th Avenue
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham
Attn: Financial Services Division Manager
Finance and Management Services Dept
1333 NW Eastman Parkway
Gresham, OR 97030

All notices shall be given (i) by personal delivery to the Party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A Party may change its address from time to time by notice to the other Party.

11.2 The failure of a Party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the Party's right thereafter to enforce any provision or exercise any right.

11.3 No Modification of this IGA shall be valid unless made in writing and duly executed by the Parties.

11.4 The Parties agree that in construing this IGA no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.

11.5 This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.

11.6 Each Party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.

11.7 Each and every power and remedy specifically given to the non-defaulting Parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise

of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.

11.8 The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

11.9 This IGA shall bind and inure to the benefit of the Parties and their successors and assigns.

11.10 A material consideration of the Parties entering into this IGA is that Parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.

11.11 This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

11.12 This IGA shall not be construed to create a partnership between the Parties or to authorize any Party to act as agent for any other Party or Parties except as expressly provided in this IGA.

11.13 This IGA, including all attached exhibits, contains the entire and final understanding of the Parties relating to the transfer and maintenance of roads. This IGA may only be amended by the mutual agreement of the parties.

11.14 In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.

11.15 County waives any and all rights to challenge SB 1096, raise the validity of the legislation as a defense in any action to enforce this IGA, or otherwise seek legal review of the legislation. The parties agree that this Agreement is the agreement described in Section 4 of SB 1096, and that as a result of this Agreement Section 2 of such act shall not become operative.

11.16 The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

12. **TERM AND TERMINATION**

The parties intend that this Transfer IGA be perpetual. This agreement may be terminated only upon agreement by both parties.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM

By _____

By _____

Title: _____

Title: Mayor

By _____

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas
Deputy County Attorney

Gresham City Attorney's Office

Exhibits

Exhibit A	Official map showing the corporate boundaries of the City of Gresham
Exhibit B	Inventory of transferred items.
Exhibit C	List of in lieu of construction agreements
Exhibit D	Maintenance Agreement
Exhibit E	Map showing the Pleasant Valley and Springwater annexation areas
Exhibit F	Signal Maintenance Agreement
Exhibit G	Lease Agreement for Yeon Shop Signal Area

**LEASE AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE
CITY OF GRESHAM FOR TRAFFIC SIGNAL AND ELECTRICAL
MAINTENANCE FACILITIES**

Date: December 31, 2005

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
Attn: Asset Management-Leases
401 N. Dixon Street
Portland, OR 97227
Phone: 503-988-3322
FAX: 503-988-5082

And: City of Gresham ("Tenant")
Transportation Manager
1333 NW Eastman Parkway
Gresham, OR 97030
Phone: 503-618-2402
FAX: 503-665-6825

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 3006 square feet of usable space, as shown in Exhibit "A" of this Lease, in the building known as the John B Yeon Facility, located at 1620 SE 190th Avenue, Portland, Oregon.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence upon further agreement by the parties as of the date that the Signal Maintenance Agreement becomes operative and continue through June 30, 2007, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on upon further agreement by the parties as of the date that the Signal Maintenance Agreement (Exhibit F) becomes operative.

1.3 Renewal Option. If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of one (1) year, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term.

Section 2. Rent

2.1 Rent. During the original term, Tenant shall pay to Landlord as rent the sum of \$1,946.32 per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord. Rent is based upon the internal charges Landlord assesses its program users and Rent hereunder shall be adjusted when such charges are adjusted effective with Landlord's fiscal year, commencing July 1. Tenant hereby acknowledges Landlord's representation that Rent currently assessed is below cost and may be adjusted in future periods. The estimated rent for fiscal year 2006-2007 is \$2,341.63 per month. Landlord shall provide Tenant notice of any adjustment in the Rent and within 30 days of receiving such notice, Tenant shall have the right to terminate this agreement with at least 90 days written notice.

2.2 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for operation of a road maintenance unit serving the City of Gresham, including but not limited to uses related to maintaining traffic signals, pursuant to the Roads Transfer Agreement dated December 15, 2005, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant's employees shall have the non-exclusive use of parking spaces in the parking lots at the structure in which the Premises are located. No overnight parking for the signal trucks is permitted.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing

dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanship like manner, and in compliance with applicable laws

and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

5.2 Alterations Required. No improvements or alterations are required prior to Tenants right to possession.

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2; and shall name Landlord as an additional insured.

6.3 Insurance Documentation; Self-insurance. Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

6.4 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect

coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 Exemption from Real Property Taxes. Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause, at its sole expense, the following utilities and services to be furnished to the Premises: Water; Sewer; Stormwater; Electricity; Gas; Trash Removal; Janitorial Service; Janitorial Supplies; Window Washing (Exterior); Window Washing (Interior); and, Snow and Ice Removal.

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord

and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

10.3 Oregon Tort Claims Act. Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260–30.300, and within the limits in ORS 30.270.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, complied with all applicable regulatory and building codes requirements at the date of construction. Landlord is currently upgrading Premises to meet the requirements of the Americans With Disabilities Act (ADA) of 1990 and provides for accessible parking for the disabled in compliance with ORS 447.233.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent

to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default.

In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such

sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Early Termination. Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.

TENANT:

City of Gresham, Oregon

LANDLORD:

Multnomah County, Oregon

By: Mayor

By: Diane M. Linn, County Chair

By: City Manager

Reviewed By:

John S. Thomas
Deputy County Attorney for Multnomah County

Date _____

Approved as to Form

Gresham City Attorney's Office

INTERGOVERNMENTAL AGREEMENT TO PROVIDE STREET MAINTENANCE SERVICES BY MULTNOMAH COUNTY TO THE CITY OF GRESHAM

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the **"2005 COUNTY/ GRESHAM STREET MAINTENANCE IGA"**. Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

ARTICLE ONE: PURPOSE

The general purposes of this agreement are to:

- A. Provide for the maintenance activities to be performed on City Streets and associated drainage facilities by County personnel.
- B. Provide a mutual understanding of services to be delivered by the County and the level of service to be provided.
- C. Provide for monitoring and reporting of the services to be delivered by the County.
- D. Provide a mutual understanding of the responsibilities between the City and the County.

ARTICLE TWO: DEFINITIONS

CITY: The City of Gresham, a municipal corporation located in Multnomah County, Oregon.

CITY STREET: All public roads and rights-of-way, including Roadway Facilities (as defined below) transferred from the County to the City under the December 31, 2005 "Intergovernmental Agreement to Transfer County Roads from Multnomah County to the City of Gresham".

COSTS: Costs for Maintenance activities will be calculated using a burdened labor rate on a time and material basis.

COUNTY: Multnomah County, a political subdivision of the State of Oregon.

COUNTY STANDARDS: Standards, policies, guidelines and/or practices of the County relating to maintenance of streets and roads as of the effective date of this Agreement, incorporated herein by this reference.

COUNTY STORMWATER MANAGEMENT PLAN: Best Management Practices that describe road maintenance practices pursuant to NPDES permit No. 101315.

DRAINAGE FACILITY MAINTENANCE: Cleaning and repair of drainage facilities as described in Section I (B) to maintain stormwater flow and the general condition of the system.

EMERGENCY: Events including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents that require immediate action to protect people and property.

HAZARDOUS SUBSTANCE: Any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and shall include, without limitation, petroleum oil and its fractions.

IMPROVEMENT: Capital construction of new facilities, and upgrading or expanding existing facilities. Examples include, but are not limited to, construction of new roadways, overlays, reconstruction of failed roads, roadway widening, and expansion of drainage facilities.

MAINTENANCE SERVICES: Ordinary maintenance and repair work necessary to preserve the public infrastructure. When necessary, repairs by in-kind replacement of facilities will be made. Maintenance includes, Surface Maintenance, Drainage Facility Maintenance, Right of Way and Vegetation Maintenance, Traffic Aids Maintenance, and Emergency Response.

PMAT IGA: The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES** is a multi-jurisdiction agreement signed by Multnomah County and the City of Gresham and other local governments. All work performed and the exchange of services on County and City roads, other than City Streets as defined above, will be in accordance with provisions of the PMAT-IGA.

RIGHT-OF-WAY AND VEGETATION MAINTENANCE: Maintenance as described in Section I (C) to maintain the general condition of the system and eliminate hazards caused by deteriorating conditions, drainage and vegetation problems.

ROADWAY FACILITIES: Public improvements associated with City Streets including but not limited to, pavement surface and subsurface, pavement markings, signs, shoulders, ditches, culverts, structures, storm sewers, manholes, sumps, and catch basins.

SURFACE MAINTENANCE: Maintenance of the pavement surface as described in Section I (A) to prevent surface distortions and avoid major reconstruction.

TRAFFIC AIDS MAINTENANCE: Installation and maintenance of traffic aids as described in Section I (D) to prevent driving hazards and maintain public safety.

URGENT AND UNFORESEEN WORK: Any work that is requested to be performed beyond the scope of this Agreement.

ARTICLE THREE: EXISTING MAINTENANCE AGREEMENTS

SECTION I: PMAT-IGA

The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES (PMAT-IGA)** is a multi-jurisdiction agreement, pursuant to the authority of ORS Chapter 190. The PMAT-IGA was signed by Multnomah County on August 15, 2002 and the City of Gresham on August 27, 2002, as well as other local public works agencies.

- A. All work performed and the exchange of services on County and City roads other than City Streets will be done in accordance with the PMAT-IGA.
- B. A separate cost accounting for work on roads other than those arterial roads transferred will be maintained by both agencies in accordance with the PMAT-IGA.

SECTION II: OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

- The **OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT** is a multi-jurisdiction mutual aid agreement pursuant to the authority of ORS Chapters 190 and 401.480. Oregon Department of Transportation is the author of and maintains the agreement. Both County and City have signed the agreement, as well as other local public works agencies throughout the State of Oregon. The "parties to this agreement are responsible for construction and maintenance of public facilities such as roads, streets, highway, sewer, water and related systems during routine and emergency conditions;..."[page 1]. The language of the agreement focuses on providing mutual emergency aid between all signed parties.

ARTICLE FOUR: TERM OF AGREEMENT; TERMINATION

The original term of this agreement shall be January 1, 2006 through December 31, 2009. City agrees to provide County notice on or before December 31, 2008 if City intends to terminate the agreement on December 31, 2009. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the termination date.

ARTICLE FIVE: AGREEMENT

SECTION I: COUNTY RESPONSIBILITIES

Beginning January 1, 2006, the County shall provide the following Roadway Facility Maintenance Services on City Streets. The level of maintenance provided for each activity listed below will be defined in a separate service level agreement that shall be agreed upon by City and County Managers. The level of maintenance for January 1, 2006 to June 30, 2006 shall be substantially the same as the level of maintenance for July 1, 2005 to December 31, 2005. The level of maintenance for fiscal year 2006-2007 shall be agreed upon by April 15, 2006. Thereafter, the level of maintenance shall be agreed upon six-months prior to the effective date.

A. Surface Maintenance:

1. **Asphalt Concrete Patching.** Based on need, as determined by the City through assessment of data from the City's pavement management system and in response to citizen complaints, the County will use asphalt concrete for general maintenance and

in preparation of pavement overlays.

2. **Asphalt Concrete Grinder Patching:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will use grinder plug cutting and profiling to repair pavement distress and remove old asphalt build-up for general maintenance and in preparation of pavement overlays. The County will be the repository of all asphalt grindings collected on City Streets.
3. **Oil and Sealing:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will perform surface treatment for general maintenance and in preparation of pavement overlays.
4. **Street Sweeping:** Curbed City Streets will be swept at a frequency consistent with County street sweeping standards. The County will be the repository of all sweeping materials collected on City Streets.

B. Drainage Facility Maintenance:

1. **Catch Basin Cleaning and Repair:** Clean and repair catch basins and laterals to County Standards.
2. **Culvert Cleaning and Repair:** Clean and repair culverts to County Standards.
3. **Ditch Cleaning:** Clean ditches to County Standards.
4. **Sump Cleaning:** Clean sumps and manholes to County Standards.
5. **Drainage Road Waste:** The City of Gresham will be the repository of all sump and catch basin materials and woody/leafy debris from ditches collected from drainage facilities associated with City Streets. All costs associated with the disposal processes will be the responsibility of the City. The County will be the repository for all dirt/sod/mud from reshaping or reworking ditches.

C. Right-of-Way and Vegetation Maintenance:

1. **Guardrail, Terminal, Barrier and Guard post:** Maintenance will be provided using County Standards.
2. **Curb, Median and Sidewalk:** Maintenance will be provided using County Standards.
3. **Shoulder Maintenance, Grading, Re-rocking and Pothole Repair:** Shoulder maintenance, grading, re-rocking and pothole repair will be provided on non-curbed City Streets.
4. **Graffiti, Litter, and Illegal Dump Site Removal:** The County will remove surface debris from the roadway that is a threat to public safety. Maintenance services will be provided using the County Standards. The County will be the repository for all litter and illegal dump site material.
5. **Roadside Vegetation:** Machine and hand cutting of roadside vegetation will be provided to prevent drainage and public safety problems.

6. **Herbicide Spraying:** Non-residual herbicides will be applied where appropriate. Spray records will be maintained and reported by County to Department of Agriculture, with copies supplied to the City.
7. **Vegetation Investigations:** The City will investigate complaints of vegetation that create sight distance problems and vegetation that block traffic control devices as notified. If work is required, City will notify County who will perform the work.
8. **Existing County Adopt-A-Road Permits:** The County will exchange contact information with the City of existing County Adopt-A-Road Program permit holders. Existing County Adopt-A-Road permits on City Streets will be assigned to City effective January 1, 2006. City will be responsible for notifying permit holders of the transfer of the program.
9. **Vegetation Materials:** The County will be the repository of all vegetation materials collected on City Streets.

D. Traffic Aids Maintenance:

1. **Pavement Markings:** Services shall be provided for maintenance of existing and future pavement markings. Pavement markings include center, turn and edge lines; stop lines, crosswalks, and legends. Pavement markings will be performed to County Standards.
2. **Signs:** Maintain signs and sign posts. Replacement of damaged and missing signs and signposts will be performed to County Standards.
3. **Other Traffic Control Devices.** Maintain other traffic control devices. Replacement of damaged and missing items will be performed to County Standards.
4. Traffic Aids does not include signals, which are addressed in a separate agreement.

E. Emergency Response: The County will respond to all Emergencies including snow and ice, windstorms, flooding, landslides and other natural or manmade incidents. Emergencies that would normally be responded to by County crews on County streets, such as landslides, downed trees, snow and ice treatments, and flooding; will be responded to if they occur on City Streets. All work done in response to Emergencies will be performed by the County according to County Standards. If the County determines that outside assistance is needed to respond to the event, the County will notify the City and the parties will promptly confer to determine how to respond to the event. The County will provide services related to Emergencies as specified below:

1. **Responding 24/7:** The County will maintain 24-hour capability for response to Emergencies. The County shall respond to Emergencies on City Streets in accordance with the priorities in place for responding to emergencies on roads under County jurisdiction as of December 31, 2005.
2. **911/ Emergency Contact:** The City will be the first contact point for 911 and other emergency calls related to incidents on City Streets. The City may elect to contact County to aid in responding to Emergency events.

3. **Hazardous Substance Spills and Incident Response:** In the event a Hazardous Substance spill occurs on a City Street, if the County is the first responder to the spill it will notify 911 to be sure that City has been notified of the spill. The County will provide traffic control until the City arrives to clean up the spill. County shall have no responsibility for clean-up, transportation or disposal of hazardous substances.
 4. **Landslides and Trees:** The County will move or remove landslide debris and trees and other vegetation that fall onto the right-of-way to maintain traffic movement and keep drainage facilities operational. The City of Gresham will be the repository of all such landslide debris and trees and vegetation.
 5. **Plowing, Sanding, and Anti Icing Materials:** The County will provide plowing, sanding and anti-icing materials to maintain traffic movement. The County will clean up sanding materials from snow routes. The parties will agree on the disposition of the sanding material collected from snow routes.
 6. **Disposal of Hazardous Substances:** Hazardous Substances or material suspected of being a hazardous substance will be disposed of by City in accordance with all applicable environmental regulations. All costs associated with hazardous substance disposal will be the responsibility of the City.
- F. **Urgent Work/Unforeseen Work:** The City may request that the County perform urgent or and unforeseen work which is not otherwise described in this agreement. Any such work shall be performed by County only upon request by the City.
- G. **Environmental Compliance:** All Maintenance Services shall be provided in a manner consistent with the County Stormwater Management Plan and other environmental standards that pertain to County and City maintenance activities, including but not limited to the "Routine Road Maintenance Standards pursuant to limit 10(i) under the 4(d) rule of the federal Endangered Species Act when adopted and, after adoption, as may be subsequently amended.

SECTION II: CITY RESPONSIBILITIES

A. Coordination of Operational Changes and Improvements:

1. The City will notify County of proposed traffic operational changes and roadway improvements.
2. The City will notify the County of changes to the City Streets that are constructed as part of subdivision construction and local improvements.
3. When making operational changes and roadway improvements, the City will notify the County prior to making physical improvements.

B. Public Inquiries:

1. The City will maintain a one-call number for public inquiries regarding general roadway maintenance and pavement hazards. City will notify County of inquiries regarding City

Streets that relate to work to be performed under this agreement. After notification, County will investigate. If the investigation reveals that work needs to be done that is covered by this agreement, County will perform the work. If the investigation reveals that a condition exists that is not related to work to be done under this agreement, County will inform City.

2. City will be notified by the **Oregon Utility Notification Center** when locates are required for a project. City may request that County perform necessary locates.
- C. **Accident Information:** The City will provide County with accident and responsible party information to aid the County in pursuing claims.
- D. **Code Enforcement:** The City will be responsible for monitoring conditions on private property that affect City Streets and for notification of property owners regarding enforcement of code violations, whether on private property or in the public right of way.
- E. **Easements:** The City will secure at City expense an additional easement or temporary easement when the City determines that an existing easement is insufficient for proper drainage facility maintenance. If the County believes that an existing easement is insufficient for proper drainage facility maintenance, County shall notify the City.
- F. **Vegetation:** If correction of a vegetation problem requires major pruning or removal of vegetation on private property, the City will notify the property owner. County will enter private property to prune or remove the vegetation only upon request from the City after the City provides evidence to the County that the City has the right to enter the property for this purpose.
- G. **Emergency Response:** When the County advises City that outside assistance is needed to respond to an Emergency, the City will promptly confer with the County to determine how to respond to the event.

SECTION III: REPORTING

The County shall submit the following reports to the City:

- A. **Financial and Performance Reports** will be submitted to the City quarterly to document costs and work accomplishments. Financial and Maintenance reports shall show work done related to Surface Maintenance, Drainage Facility Maintenance, Right-of-Way and Vegetation Maintenance, Traffic Aids Maintenance, Emergency Services, Urgent and Unforeseen Work.
- B. **Road Maintenance Reporting:** The County's Road Maintenance activity reports shall be supplied quarterly to the City. The County shall generate such reports by providing data related to the performance of road maintenance best management practices to support City's environmental compliance reporting, including annual reporting.

- C. **DEQ/EPA Compliance Reporting:** The County will provide information required to comply with City NPDES permits and state and federal rules, in time for inclusion in required reports. Normally, this will be on an annual basis, to cover July 1 through June 30 of a given year. County staff will also report the status of data collection at the midpoint of each compliance year, and will provide information as needed to fulfill other regulatory requirements.

SECTION IV: SERVICE AGREEMENT MANAGEMENT

- A. The County managers for this agreement shall be:
1. **Administrative Issues:** Transportation Support Services Manager. Administrative issues include tracking of costs, and coordinating the delivery of reports and documentation to the City.
 2. **Operational Issues:** Road Maintenance Manager. Operation issues include day-to-day provision of roadway facility services.
- B. The City managers for this agreement shall be:
1. **Administrative Issues:** Transportation Division Manager and the Stormwater Division Manager. Administrative issues include service level negotiation, defining City reporting needs, and communicating City requirements.
 2. **Operational Issues:** Transportation and Stormwater Superintendents. Operation issues include day-to-day provision of roadway facility services.
- C. **Changes in Management Responsibilities.** Each party shall notify the other in writing of all changes management responsibilities.
- D. **Policy and Code Differences:** It is understood that County and City policy and code differences, may, from time to time, preclude the County from responding to all maintenance and Emergencies in the same manner that the City would if it were providing services directly. In those instances, the City and County managers responsible for operational issues under this agreement shall work together to determine which party will respond and how.

SECTION V: LIMIT ON SERVICE TO BE PROVIDED

- A. **DOLLAR LIMIT.** The services to be provided under this agreement shall be limited as follows:
1. The value of the services to be provided to the City on a time and materials basis as provided above for the period January 1, 2006 to June 30, 2006 shall be \$1,127,000 less the amounts spent between July 1, 2005 and December 31, 2005.

2. The value of services to be provided commencing July 1, 2006 and thereafter shall be the sum of \$1,127,000 adjusted to reflect the increase or decrease from the previous year in the total of the county gas tax, state gas tax and motor vehicle registration fee shared revenue, excluding increases in the County gas tax after the effective date of this agreement authorized by the Board for a specific project or use and not for the benefit of County roads generally. The value of services for subsequent years shall be similarly adjusted.
3. The intent of the parties in calculating the amount paid under Section 4.1.3 of the Transfer Agreement is that the level of service to maintain County Roads during the three-year annual average period was substantially similar to the level of service that will be provided by the County in the first year of this Maintenance Agreement. The parties agree that in subsequent years, the level of service will vary depending on adjustments to revenue under section 4.5, labor and material cost increases, weather events and other factors beyond the control of the parties.

B. SERVICES LESS THAN THE DOLLAR LIMIT; SERVICES IN EXCESS OF THE DOLLAR LIMIT

1. If the County provides services to the City in any fiscal year that are less than the dollar limit provided for in this section, County shall consult with the City regarding the difference to discuss provision of additional services or payment of the difference, at the option of the City.
2. In the event services provided in any fiscal year meet the dollar limit provided for in this section prior to the end of the fiscal year, County shall consult with City to determine discuss delivery of additional services. Any additional services in excess of the dollar limit shall only be provided if there is a written agreement between the parties for provision of such services which provides for a description of the services to be provided and a provision for payment for such services by City.

SECTION VI: BILLING STATEMENTS

- A. County will invoice City on a time and materials basis for maintenance services performed not more than 30 days after the end of each quarter of the fiscal year. City will pay County within 30 days of receipt of the invoice.
- B. The City may, at any time, investigate any report submitted pursuant to Section III above and determine the accuracy of the report or an amount billed. The County shall make available for investigation, at no cost to City, all records, including historical records and books of the County relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the City or any person selected by the City. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the City.

SECTION VII: GENERAL PROVISIONS

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham
Attention: Transportation Division Manager
Department of Environmental Services
1333 NW Eastman Parkway
Gresham, OR 97030

Multnomah County
Attention: Transportation Support Services Manager
Department of Community Services
1620 SE 190th Ave.
Portland, OR 97233

All payments shall be addressed as follows:

Multnomah County
Attention: Transportation Support Services Manager
Department of Community Services
1620 SE 190th Ave.
Portland, OR 97233

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.

- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.
- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. . This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.

O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM

By _____

By _____

Title: _____

Title: Mayor

By _____

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas
Deputy County Attorney

Gresham City Attorney's Office

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRAFFIC SIGNAL SERVICES AND ELECTRICAL MAINTENANCE

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the "2005 COUNTY/ GRESHAM SIGNAL MAINTENANCE IGA". Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

PURPOSE

The general purposes of this agreement are to:

1. Provide for the maintenance, operations and emergency response for County traffic signals, including flashers and other electrical traffic control devices, and streetlights referred to in this Agreement.
2. Provide for the maintenance, operations and emergency response for traffic signals at intersections where a split jurisdiction ownership exists.
3. Provide for placement, construction or improvement of traffic signals on streets where split jurisdiction exists.
4. Provide for the obligations of the County and City.
5. Provide payment for services provided by the City.

RECITALS

1. The County is transferring jurisdiction and control of all County roads and traffic signals, within the Gresham city limits, to the City, effective January 1, 2006; and
2. After the transfer, the County will be responsible for maintenance of certain traffic signals and street lights outside the Gresham city limits; and
3. The City and County find that a rational and efficient method for traffic signal and street light operation and maintenance and emergency response is for the City to provide the services to be provided under this agreement; and
4. The transfer of some of the roads from the County to the City will result in traffic signals being split among two or more jurisdictional boundaries; and
5. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

6. The County is, contemporaneously with this agreement, entering into an agreement to transfer the roads, and a separate agreement for the County to maintain the transferred roads ("Maintenance IGA").

AGREEMENT

A. Term

The original term of this agreement shall be January 1, 2006 through December 31, 2010. This agreement shall become operative, and the obligations of the parties to perform under this agreement shall commence as determined by a written amendment to this agreement executed by the Chair and the City Manager or their respective designees.. City and County each agree to provide notice to the other on or before December 31, 2009 of intent to terminate this agreement on December 31, 2010. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the anniversary date.

B. City Obligations

1. City shall be responsible for all traffic signal operations including timing and communications for the signals listed on Exhibits A and B. City shall further be responsible for signal maintenance and repair for the signals listed on Exhibits A and B and shall at all times keep such signals in good working order. Operation and Maintenance under this Agreement shall be done in accordance with the Manual of Uniform Traffic Control Devices as adopted by the Oregon Transportation Commission.
2. City shall provide power for the signals listed in Exhibit A and shall bill County for the cost for power to each such signal in the proportion to County responsibility for each signal as shown on Exhibit A. County shall provide power for the signals listed on Exhibit B.
3. Maintenance of the vehicle detector loops will be done by the City. Maintenance of the pavement around the vehicle detector loops in the City will be done by the County under the Maintenance Agreement while that agreement is in effect. Maintenance of the pavement around the vehicle detector loops outside of the City will be done by the County.
4. The City and County will confer and agree to timing and operation of traffic signals listed on Exhibits A and B.
5. The City shall respond to all emergencies related to traffic signals and streetlights covered by this agreement upon request from the County or 9-1-1 call center not later than 24 hours after receipt of the request.
6. City will only use licensed electricians for all electrical and signal work done under this agreement.

7. The City shall provide One-Call locates for all signalized split jurisdiction intersections, all county intersections and all street lights covered by this agreement as requested.
8. The City will provide electrical maintenance to the County for 8 decorative turn-out lights on Stark Street and, to the Mid-County Lighting District for 28 decorative street lights in the City of Troutdale in accordance with a maintenance schedule agreed to by the parties or as requested by County and to the City of Maywood Park for street/bike path lighting.
9. The City has the right to contract out any maintenance function for which the City does not possess the equipment or expertise to perform after receiving the County's approval, which shall not be unreasonably withheld.
10. For each capital project proposed to be constructed by the County, City will provide up to 8 hours of consultation with City's electricians assigned to perform work under this Agreement to assist in the design of the project. Such consultation shall be at no charge to the County.
11. City shall provide other electrical services within a reasonable period of time from a County request.
12. All services provided by City under this agreement shall be billed on a time and materials basis. City will provide a detailed statement of work performed and for each task the cost of the work. Billing for work associated with signals listed in Exhibit A shall be in proportion to County responsibility for each signal as shown on Exhibit A. City will invoice City not more than 30 days after the end of each quarter of the fiscal year.
13. The County may, at any time, investigate any bill for work performed and determine the accuracy of the report or an amount billed. The City shall make available for investigation, at no cost to County, all records, including historical records and books of the City relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the County or any person selected by the County. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the County.

County Obligations

1. The County shall pay the cost for power to each signal as shown on Exhibit A in the proportion to County responsibility for each signal. The County shall pay the power cost related to the signals listed in Exhibit B. County shall also pay or cause to be paid the power costs associated with the streetlights covered by this agreement.
2. The County shall pay City within thirty (30) days after receipt of an invoice from the City.

3. The County agrees to allow the City the right to enter onto and occupy County right-of-way for the construction, installation, and maintenance of traffic signal and street light equipment.
4. To the extent it becomes necessary to obtain the right for City to enter upon private property to perform work described in this Agreement, County shall be responsible for obtaining such rights as are necessary for City to do the work.

General Provisions

1. Responsibility for damages to a traffic signal, other electrical traffic control device or street light shall be as follows:
 - a. City shall provide information concerning repair costs associated with damage to a County signal, or a streetlight covered by this agreement.
 - b. Damage caused by a contractor of either the City or County shall be billed to the party who hired the contractor. Damages to signals listed on Exhibit A resulting from third party traffic accidents will be collected by the City. City will apply the amounts collected to repair of the damage and shall not bill County for any such amounts so collected and applied. Amounts not collected shall be paid by the County in the proportion to County responsibility for each signal as shown on Exhibit A. Damages to signals listed on Exhibit B resulting from third party traffic accidents will be collected by the County. Amounts not collected shall be paid by the County.
2. County shall provide City access to the County's information technology infrastructure that serves signal operations and electronic communication for staff ("Signal IT Infrastructure"). City and County agree to transfer control of the Signal IT Infrastructure from County to City not more than 12 months from the date of this Agreement and to use best efforts to accomplish the transfer within that time. County will maintain the Signal IT Infrastructure until transfer to the City is accomplished. Each party will pay its own costs associated with the work required to accomplish the transfer.
3. County will transfer to City all software and hardware necessary for operation of school flashers.
4. Any additional traffic signals added after this agreement will be added to Exhibit A or Exhibit B depending on location, with a percentage of responsibility allocated between the parties based on the roads coming into the intersection. Signals may be deleted from this agreement by agreement of the parties. Amendments to this agreement under this paragraph may be done by written agreement executed by the Chair and the City Manager or their respective designees.

5. Each party shall designate an employee responsible for administration of this Agreement.
6. City and County will meet quarterly to discuss signal operations and maintenance services and future road projects.
7. County currently pays for power for certain signals that are the subject of this Agreement under agreements with the Oregon Department of Transportation (ODOT) and Portland General Electric (PGE) Until such time as these agreements are assigned to Gresham, County shall continue to pay for power under these agreements and shall receive an appropriate credit for such payments.
8. County shall have access to such books, documents, papers, and records of City as are necessary for the purpose of making copies or performing an audit. Any copies provided or any audit shall be at the sole cost of the County.

ADDITIONAL PROVISIONS

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham
Attention: Transportation Division Manager
Department of Environmental Services
1333 NW Eastman Parkway
Gresham, OR 97030

Multnomah County
Attention: Transportation Support Services Manager
Department of Community Services
1620 SE 190th Ave.
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham
Attn: Financial Services Division Manager
Finance and Management Services Dept
1333 NW Eastman Parkway
Gresham, OR 97030

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the

receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.
- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.
- O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY

CITY OF GRESHAM

By _____

By _____

Title: _____

Title: Mayor

By _____

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas
Deputy County Attorney

Gresham City Attorney's Office

EXHIBIT A

SPLIT JURISDICTION SIGNALS & FLASHERS		City Share	County Share
1	Halsey Street & 201st Avenue	50%	50%
2	Stark St & 248th/Mount Hood Hospital	50%	50%
3	Stark St & Hale	50%	50%
4	Stark Street & 257th Avenue	25%	75%
5	Glisan St & 223rd/Fairview Ave	50%	50%
6	Glisan Street & 207th Avenue	50%	50%
7	Glisan Street & LSI	50%	50%
8	Glisan Street & Wood Village Blvd	50%	50%
9	Glisan Street & 242nd Avenue	25%	75%

EXHIBIT B

	COUNTY INTERSECTIONS	County Share
1	257th Avenue & 257th Way	100%
2	257th Avenue & Cherry Park North	100%
3	257th Avenue & Columbia Highway	100%
4	Buxton Road & Cherry Park	100%
5	Stark Street & Evans Street	100%
6	Stark Street & Troutdale Road	100%
7	SW Cherry Prk & SW Sturges Ln	100%
8	Troutdale & Cochrane	100%
9	Halsey & 7 th	100%
10	Halsey St & 223rd/Fairview Ave	100%
11	Halsey Street & 207 th	100%
12	223rd at Park Lane / Mult Kennel Club	100%
13	238th Avenue & Arata Road	100%
14	257th Avenue & Cherry Park South	100%
15	Halsey Street & 238th Drive	100%
16	Sandy Blvd @ 238th Ave	100%
17	Orient Drive & 282nd Avenue	100%
18	Sandy Blvd @ 207 th Ave	100%
19	Sandy Blvd @ 223 rd Ave	100%
	COUNTY FLASHERS	
1	Division & 302nd Avenue	100%
2	Division Street & Troutdale Rd	100%
3	Dodge Park & 302nd Avenue	100%
4	Hogan Road & Rugg Road	100%
5	Hurlburt Rd @ Evans	100%
6	Lusted Road & 302nd Avenue	100%
7	282nd Avenue & Stone Road	100%
8	Glisan at Woodland School in Fairview (school flasher)	100%

Multnomah County Strategic Investment Program

**2004 Annual Report on the Performance Based, Public Private
Partnership Between Multnomah County, the City of Gresham
and LSI Logic**



**Presented at Joint Meeting of the Gresham City Council
and Multnomah County Board of Commissioners**

Thursday December 15, 2006

Multnomah County Strategic Investment Program

2004 Annual Report on the Performance Based, Public Private Partnership Between Multnomah County, the City of Gresham and LSI Logic

History of the Program

The Oregon Legislature adopted the Strategic Investment Program statute in 1993, with the goal of encouraging investment by capital-intensive industries that have the potential to make significant contributions to the local and state economy. The Strategic Investment Program (known as the SIP) provides an opportunity for business and government to work together to bring high-quality jobs and a wide range of benefits to the community. In 1995, LSI Logic announced plans to construct a new state-of-the-art fabrication facility, with several locations under consideration, including a Gresham site. Recognizing the positive impact that a new industrial facility would have in the community and the exceptional opportunity this presented for east Multnomah County, the Board of County Commissioners entered into negotiations with LSI Logic resulting in an innovative SIP agreement.

Elements of the SIP Agreement

Under the terms of the SIP statute, LSI Logic pays property taxes on the first \$100 million of assessed property value and receives a tax exemption on assessed valuations above \$100 million. The company pays an annual community service fee, equal to 25 percent of the abated taxes up to a maximum of \$2 million a year, which is distributed by agreement between Multnomah County and the City of Gresham. In FY 2005, LSI community service fee payments to Multnomah County totaled \$993,000.

To guide their implementation of the statute, the Board of County Commissioners created a policy framework establishing clear goals and standards pertaining to specific public priorities. The resulting contract requires LSI Logic to achieve measurable objectives in the following areas:

- Job creation
- Wages and benefits
- Entry-level job opportunities for disadvantaged populations
- Employee retention and promotion
- Enhanced workforce development and educational systems
- Additional employee benefits such as transportation and child care assistance
- Public infrastructure improvements
- Increasing affordable housing inventory
- Progressive environmental management with a "no impact" goal
- Local purchasing of goods and services

Performance at a Glance

	Meets	Exceeds	Correction Require	Completed or N/A
Job Creation				
Contract Employees	✓			
Retention		✓		
Promotion	✓			
Wage Ranges		✓		
Weighted Avg. Payroll		✓		
Employer Paid Benefits	✓			
Employee Health Care Costs	✓			
Health Care Coverage	✓			
First Source Agreement (FSA)	✓			
FSA Funding ¹				✓
Child Care				
Subsidies	✓			
Providers	✓			
Shift Accommodation Plan	✓			
Survey	✓			
Transportation				
TriMet Passes		✓		
Carpool Spaces		✓		
Alternative Option	✓			
Bike Racks, Facilities	✓			
Guaranteed Ride Home	✓			
Employee Information	✓			

1. No FSA payments were required in 2004.

Performance at a Glance

	Meets	Exceeds	Correction Require	Completed or N/A
Community Service Fee				
	✓			
Additional Contributions				
Strategic Workforce Development Program	✓			
School-to-Work		✓		
Entry-Level Training	✓			
Ongoing Employee Education		✓		
Funding for Training and Education ¹				✓
Housing	✓			
Local Procurement	✓			
Infrastructure and Public Service	✓			
Environmental Management System				
Toxics/ Hazardous Material Minimization		✓		
Water Conservation and Quality		✓		
Air Quality	✓			
Solid Waste Reduction/Recycling		✓		
Energy Conservation		✓		

1. Funds totalling \$600,000 were required for the first six years of the SIP Agreement; this obligation has been met.

At the end of 2004, the Gresham manufacturing headcount was reduced to 677, including 30 manufacturing specialists on furlough. Despite this reduction, *the overall workforce at the Gresham campus remained well above the SIP mandated minimum of 467 employees.* Although the industry has recovered and stabilized in the last three years, the landscape for semiconductor designers and manufacturers continues to be uncertain and subject to rapid change. Economic factors and the resulting decline in revenues and net loss for the company prompted LSI Logic to undergo a comprehensive restructuring that included the reduction of the company's overall workforce. As the business strategy for the Gresham fabrication facility expanded to include internal LSI customer support, management continued to use the temporary employee model for the fabrication side in order to provide more flexibility in managing overall costs. In addition to the manufacturing population, there was an *average* of 15 temporary manufacturing specialists working at the campus for the first half of the year.

Wages

The 2004 LSI Logic Gresham campus payroll was \$39 million not including fringe costs. Average gross wages as of 12/31/04 were \$40,401 for non-exempt employees and \$90,371 for exempt employees. The average salary by job classification the Gresham campus was as follows*:

	<u>Average</u>	<u>Salary Range</u>
Administrative	\$39,584	\$24,590 – 58,968
Technician	\$56,998	\$31,004 – 78,794
Manufacturing	\$33,025	\$20,313 – 55,081
Professional	\$84,135	\$36,375 – 208,395
Engineering	\$93,139	\$54,080 – 163,612

*The salary range information shows *base wage only*.

Retention and Promotion

In 2004, the Gresham facility experienced a 90 percent retention rate in its regular workforce. This continued to substantially exceed the 70 percent retention rate referenced on page five of the Strategic Investment Program Agreement with Multnomah County. The Temp-to-Hire long-term employment strategy remained in place and 96 residents worked as temporary employees in either short or long-term assignments. 27 temporary employees later accepted regular positions with LSI Logic. 17 left before their assignment was completed resulting in an 82 percent retention rate. This figure does not include 23 temporary employees whose assignments ended prematurely due to the required reduction in force.

Benefits

LSI Logic provides a comprehensive benefits package to all its full-time employees, and to part-time employees on a pro rata basis. Benefits include an option of several health plans, dental, vision, and mental health coverage, an employee assistance program, tuition reimbursement for ongoing education, child care discounts, free TriMet passes, and other transportation benefits.

Through the ATIP (Alternative Transportation Incentive Program), LSI Logic provides incentives to employees to encourage carpooling and the use of alternative modes of transportation.

Ongoing Employee Education

LSI Logic encourages ongoing education and career development among its employees, providing financial support through a tuition reimbursement policy and a work environment that supports continued learning. Tuition reimbursement is 100 percent for state colleges and universities and 50 percent for private educational institutions. The company is a leader in the percentage of its workers taking advantage of continuing education opportunities. 68 employees received tuition reimbursement in 2004 in the following degree programs: 26 for two-year degrees; 22 for four-year degrees; 20 for post-graduate degrees. Employees also participated in 17, 213 class room training hours in a variety of key management and technology practices during the year.

Workforce Development

The SIP contract articulates four primary workforce development goals for Multnomah County: (1) to build a world-class workforce that possesses the full range of skills necessary to attract and sustain competitive, high-performance companies; (2) to graduate all children from high school with skills enabling them to succeed in the workforce and/or in post-secondary education; (3) to establish stronger educational programs beyond the secondary level to meet the region's needs for accessible education, expanded graduate programs, high-quality research, technology transfer, and economic development; and (4) to provide educational opportunities to enhance upward mobility for today's workforce, in both technical and management roles. The Microelectronics Training Center and the Career Pathways Technology Project are the main workforce development efforts supported by LSI.

Microelectronics Training Center

Under the SIP agreement, LSI is required to contribute funding for start up and ongoing costs for a strategic workforce development program. To meet this requirement, LSI supports the Microelectronics Training Center (MTC) at Mount Hood Community College (MHCC). The MTC's mission is to provide semiconductor-related training to current employees of SIP participating companies, in addition to the goal of creating a qualified emerging workforce to meet local semiconductor employers' needs. In 2004, LSI Logic provided \$45,000 to MHCC for operating costs associated with the MTC. 102 (48 female) middle and high school students and their teachers toured the simulated clean room and met with LSI Logic engineers and technicians. LSI Logic provided two \$2,500 scholarships to the MHCC Foundation for students in computer and technology related degree programs. Since 1996, MTC's state-of-the-art computer lab valued at more than \$105,000 has helped train almost 600 new LSI Logic employees.

Career Pathways Technology Project

In 2001, the County approved the development of the Career Pathways Technology Project (Career Pathways) which funds education and training expanding opportunities for low income and ESL students for careers in high technology. LSI Logic engineers assisted with the development of the course curriculum. Highlights of the Career Pathways in 2004 include:

- Electronics classes were delivered to approximately 100 high school students in four locations. 70 students were freshman and sophomores and the classes were delivered to this grade level to better prepare them for making career choices during their junior and senior years.
- A total of 21 \$1,000 scholarships were awarded to students participating in 2004 High Tech Talent Projects for low income targeted students.
- Engineering classes were provided to 34 students through a partnership with the Center for Advanced Learning (CAL). These classes were and are university transferable classes in Engineering Orientation and Engineering Graphics.
- Two projects emphasized science and math for English Language Learner (ELL) students: the All Languages Project with 25 students in Spring 2004, and the Science Olympics in Fall 2004 with 48 students.
- 20 students at David Douglas High students received math tutoring.
- Five Marshall High students attended algebra and geometry classes at Portland State University.
- 21 at-risk students at Parkrose High participated in math tutoring.
- Clear Creek Middle School began the Multi-Cultural Student Support Project to improve achievement for ELL students and involved parents in a student video production project in partnership with MHCC.
- Reynolds Middle School developed a project for 48 ELL students called the Multicultural Students in Science and Technology Project and students toured high tech companies, OHSU, OMSI, MHCC and Reed College.

Local Procurement

In addition to the new jobs created directly and indirectly through the SIP, the purchase of the goods and services required for the Gresham facility have a significant economic impact on the local community and the region. The SIP requires LSI Logic to have a local procurement plan that describes their efforts to purchase local goods and services whenever possible and practical. LSI Logic Gresham's local procurement for 2004 was \$70.8 million. In addition, the company added 34 new local suppliers to our extensive portfolio of regional vendors from Oregon and southwest Washington. Since breaking ground 10 years ago, LSI Logic's Gresham Campus has cumulatively allocated more than \$800 million in local procurement with Oregon and southwest Washington companies. This level of local procurement is above and beyond the company's investment of \$1 billion for the campus facilities and its related semiconductor manufacturing equipment. It also complements the company's direct employment of nearly 700 manufacturing specialists, technicians, administrators and engineers by providing the catalyst for the creation of jobs with company vendors and suppliers. Due to the rapidly changing business climate of the semiconductor industry, LSI Logic's Gresham Campus changed its structure in 2004 and formed

LSI Logic Manufacturing Services, Inc. As a result, LSI Logic's Gresham manufacturing facility is now competing in the global marketplace as a foundry services supplier.

Environmental Management and Cleanup

LSI Logic's Gresham campus has met or exceeded all federal, state and local laws, rules and regulations pertaining to the protection of the environment and safeguarding facility employees, vendors, suppliers, partners and the general public. The company continues to take numerous steps in order to and meet Multnomah County's environmental "no impact goal". The company has in place a comprehensive environmental management system (EMS) that strives to minimize the impact of its operations on the environment. During 2004, employees participated in 17, 213 class room training hours in a variety of key management and technology practices.

Via LSI Logic's business activities, products and services, the company strives to minimize the volume and toxicity of chemicals used; ensure that chemicals are used, stored and disposed in a safe and environmentally sound manner; promote conservation, recycling and the prevention of pollution; and design and manufacture products, which optimize resource utilization and minimize negative impacts on the environment. In 2004, LSI Logic's Gresham campus maintained its ISO 14001 certification, which is an international standard for environmental management. The company also continued its participation in the U.S. Environmental Protection Agency's National Performance Track program as one of its charter members. The National Performance Track is the national equivalent of Oregon's Green Permits program, with a focus on the implementation of strong EMS's that produce sustained environmental performance achievements.

Housing Contributions

The SIP Community Housing Fund was established with the aim of increasing the supply of affordable housing within Multnomah County. Each year of the SIP agreement, LSI Logic is required to make a payment to the Housing Fund, gradually increasing over time from \$100,000 annually for the first four years to \$200,000 annually in the final four years. The fund is managed by the County's Housing Director. In 2004, , the SIP Community Housing Fund made a grant of \$150,000 to the development of Prescott Terrace, a 50-unit housing project for chronically homeless people with mental illnesses coming from prisons, jails, the State Hospital and the streets. The Fund also made three small grants to minority home buying fairs for the Asian, African-American and Hispanic communities.

Transportation

In 2004, LSI Logic distributed 485 TriMet Passport stickers at no cost to employees who request them for TriMet transportation. Limited distribution to full-time assigned contractors also encourages use of public transportation. The company provides free shuttle service from the Gresham campus to the Gresham City Hall MAX station in Limo Logic, a 14-passenger van. LSI Logic provides a total of 36 carpool parking spaces (the SIP agreement requires 10 carpool spaces), 14 handicap parking spaces, and 16 visitor parking spaces. LSI Logic issued 14 carpool permits in 2004. Additionally, the company provides a concrete pad for reserved parking area for motorcycles that comfortably parks a dozen bikes.

Community Partnerships

LSI Logic has developed a strong presence in east Multnomah County and has been an important partner in providing leadership on the state and local levels. The company plays a key role in the East Metro Economic Alliance, a coalition of business and government leaders, and is the City of Gresham's fifth-largest employer and second-largest manufacturing employer. As a founding board member of the Oregon Science and Technology Project (a partnership between government, university, and industry to promote economic development), LSI Logic has also been an active participant in the new Center for Advanced Learning (CAL) since its inception. Located in Gresham, the CAL is a charter school serving five east county school districts. It offers advanced, project-based learning to high-school students, focusing on three science and technology-based fields: information technology, medical/health sciences, and engineering/advanced manufacturing. As the CAL has developed, staff from LSI Logic has played a critical role in describing industry standards and helping to develop outcomes in the area of engineering and advanced manufacturing.

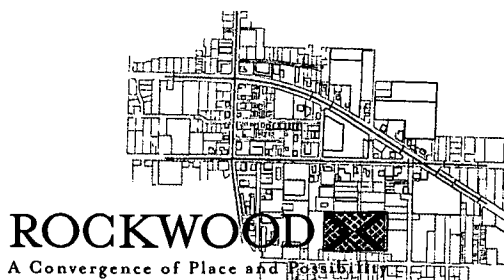
In 2004, LSI Logic Gresham continued to support an employee volunteer program in conjunction with SMART (Start Making A Reader Today), a program of the Oregon Children's Foundation. LSI Logic Gresham recruited employee volunteers to read weekly in Portland area schools. LSI Logic management has supported this activity by allowing employees to flex hours to read with students when work and school hours overlap.

LSI Logic employees also participated in School to Work activities that showcased the semiconductor industry as a career and LSI Logic as a community partner:

- CAL students toured the Gresham campus chemical delivery system.
- Parkrose School District teachers and administrators toured the LSI site and attended a process in May.
- LSI Logic provided two summer co-op internships for MHCC Electronics Technology students.
- LSI Logic hosted a booth at Intel International Science and Engineering Fair for two days; several hundred middle school, elementary, and high school students visited our interactive booth.
- LSI Logic supported an eBusiness class at MHCC, structuring a learning project involving the creation of a work flow.
- LSI Logic sponsored 11 MECOP (Multiple Engineering Co-op Program) students from OSU in six-month internships from a variety of engineering disciplines. In addition, LSI Logic provided seven internships to master's degree students from the University of Oregon and Portland State University.

Conclusion

LSI Logic continues to meet, and in multiple ways exceed the requirements established in the SIP agreement. As the technology landscape continued to evolve in 2004, the company remained focused on how the SIP partnership can continue to have a positive impact on the community. The workforce development efforts that have been undertaken as a result of the SIP have helped build a well-educated, well-paid high-tech pool of human capital. The company's commitment to environmental stewardship has protected natural resources and helped maintain our quality of life. These and the other outcomes tied to the SIP demonstrate the mutual benefit that can result from the program.



City of Gresham

ROCKWOOD RENEWAL

Gresham Redevelopment Commission

Charles J. Becker,
Chair

Shane Bemis,
Vice Chair

Shirley Craddick

Karylinn Echols

Jacquenette McIntire

Paul Warr-King

David Widmark

Staff

Erik V. Kvarsten,
Executive Director

Rebecca Ocken,
Manager

Brendan Buckley,
Planner

Cecille Turley,
Program Technician

Rockwood Renewal
1333 NW Eastman Parkway
Gresham, Oregon 97030-3813

Phone: 503.618.2756

Fax: 503.492.4358

www.ci.gresham.or.us/rockwood

ROCKWOOD-WEST GRESHAM URBAN RENEWAL PROGRAM STATUS December 2005

The Rockwood-West Gresham Urban Renewal Plan was enacted in November 2003. Since then, the Gresham Redevelopment Commission and its advisory committees have devoted a considerable amount of time to creating a comprehensive and responsive renewal program. Below are some of the program highlights.

Financial Assistance

New grant programs were established to improve the safety and appearance of the urban renewal area. They are:

Storefront Improvement: Aimed at businesses located along major arterials, this grant funds exterior improvements up to \$20,000.

Apartment Rehabilitation: Owners of multi-family rental properties are eligible for grant funds to upgrade the exterior of their buildings. The maximum grant amount is \$25,000.

Opportunity Fund: This program responds to undeniable opportunities. Funding is awarded by the Gresham Redevelopment Commission.

Job Creation: Offered to industrial and commercial businesses, this grant is designed to encourage the creation of living wage jobs as well as increase the capital investment within the urban renewal area. The program is currently under review, with implementation anticipated by March 2006.

Predevelopment Assistance: This program provides funding assistance to determine the market and environmental feasibility of locating within the urban renewal area. The program guidelines are currently being developed.

Other grant programs may be established in the future as the need is identified.

Rockwood Town Center

The Gresham Redevelopment Commission adopted the Rockwood Town Center Design and Redevelopment Plan in August 2005. The plan envisions the Rockwood Town Center as a place to live, work, and play, with a quality mix of housing types, and retail and service uses.

The plan also lays out a strategy to reinvigorate the commercial core of the urban renewal area, including the recent acquisition of the former Rockwood Fred Meyer store. A process for redevelopment of the 6.5-acre site will be established in early 2006.

Industrial Area

The industrial area has large vacant parcels as well as smaller sites ready for redevelopment. To encourage private investment, the Redevelopment Commission is planning significant street improvements, such as extending Riverside Drive to Sandy Boulevard, which will open more than 100 acres to new industrial development.

Unique to the industrial area are two railroad spurs with access to the Union Pacific main line. This transportation amenity is appealing to a variety of businesses. The Redevelopment Commission is working with Union Pacific to reactivate the spurs and possibly introduce a team track to give a larger number of industrial companies access to freight rail.

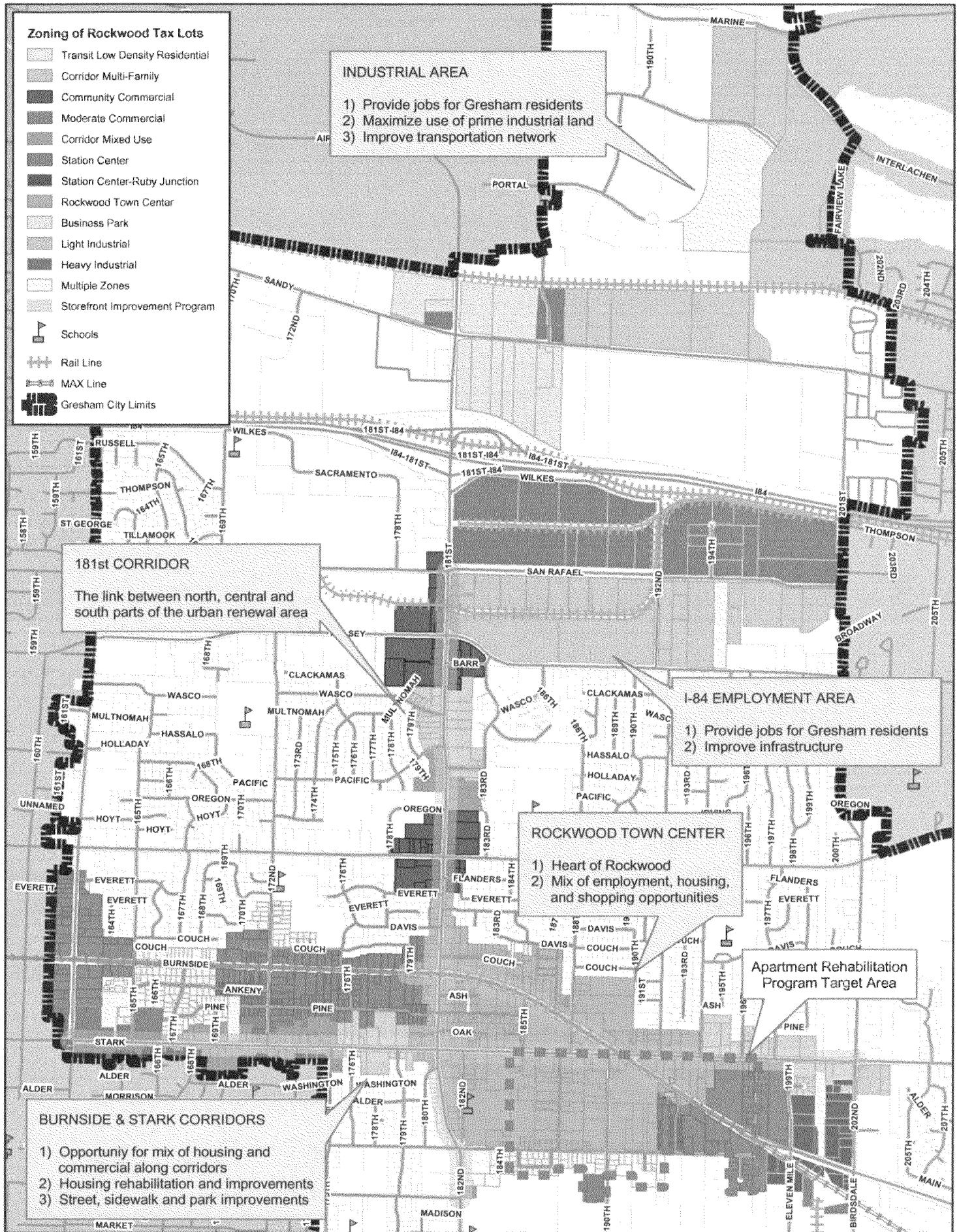
Partnership Opportunities

Transforming Rockwood will take more than the physical improvements available through the urban renewal program. The social and safety needs of the area must be addressed through a coordinated effort. Many opportunities exist for a strong partnership between Multnomah County and the Gresham Redevelopment Commission in:

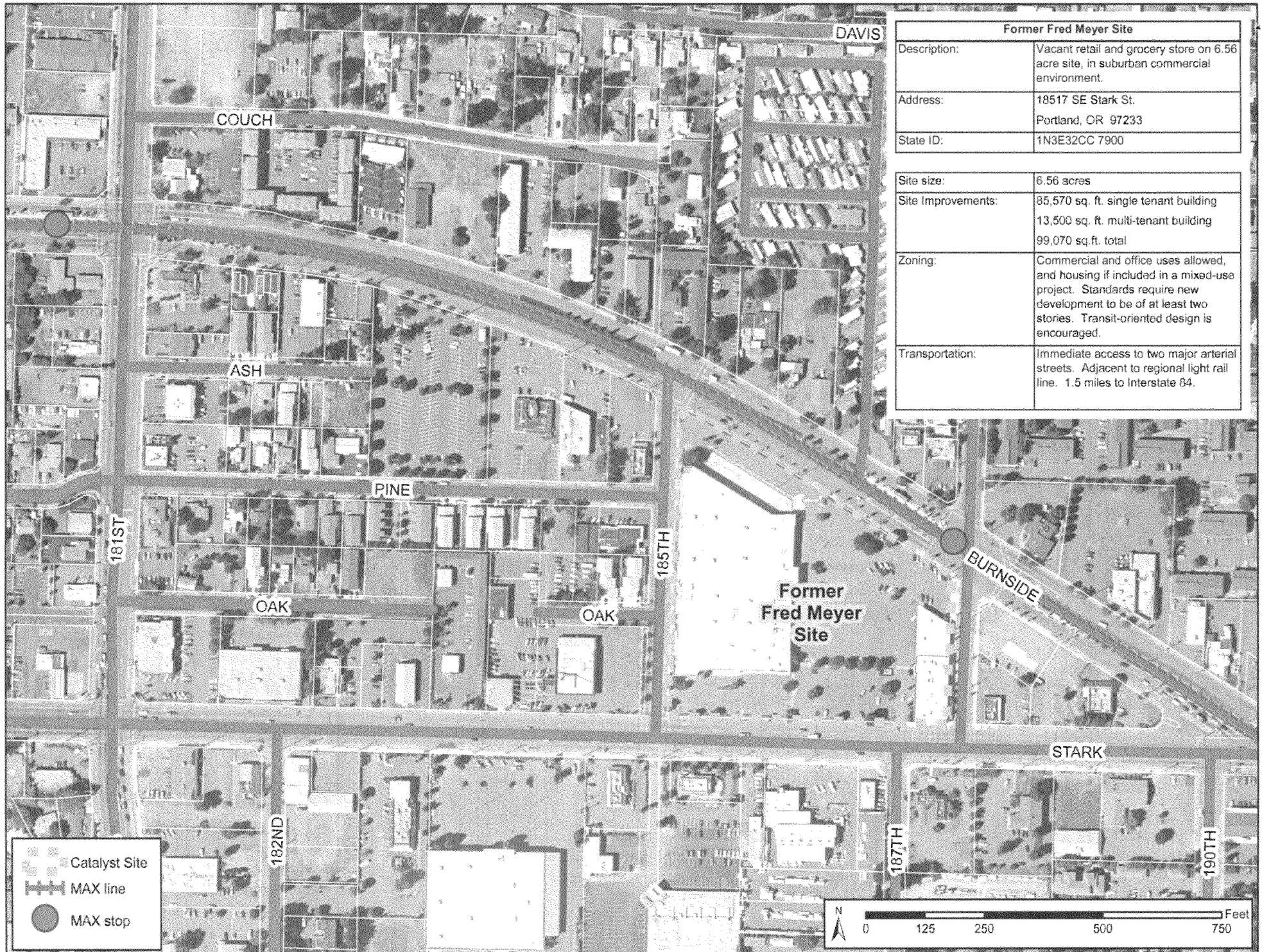
- Social service
- Community Safety
- Public Facilities

For more information about Rockwood-West Gresham call Rebecca Ocken, Urban Renewal Manager at 503.618.2756 / rebecca.ocken@ci.gresham.or.us or online at www.ci.gresham.or.us/rockwood

Rockwood Urban Renewal District



Rockwood Town Center "Triangle", Gresham



Former Fred Meyer Site	
Description:	Vacant retail and grocery store on 6.56 acre site, in suburban commercial environment.
Address:	18517 SE Stark St. Portland, OR 97233
State ID:	1N3E32CC 7900
Site size:	6.56 acres
Site Improvements:	85,570 sq. ft. single tenant building 13,500 sq. ft. multi-tenant building 99,070 sq.ft. total
Zoning:	Commercial and office uses allowed, and housing if included in a mixed-use project. Standards require new development to be of at least two stories. Transit-oriented design is encouraged.
Transportation:	Immediate access to two major arterial streets. Adjacent to regional light rail line. 1.5 miles to Interstate 84.

PORTLAND - MULTNOMAH COUNTY PUBLIC SAFETY COLLABORATIVE

PUBLIC SAFETY OUTCOME CITIZENS DESIRE:

We want to be and feel safe in our homes, neighborhoods, businesses and communities. We want to be assured this is accomplished with fairness, impartiality, equity and the efficient and effective use of resources.

EXPECTATIONS FOR COMMUNITY PRODUCERS OF PUBLIC SAFETY OUTCOMES:

- Elected officials see public safety as a community-wide responsibility
- Police and other criminal justice agencies are more oriented to crime prevention and reduction through community policing and restorative justice*
- Citizens are engaged in preventing crime and problem solving
- Private and non-profit organizations are engaged in preventing crime and problem solving
- Other public sector agencies are co-producers of public safety

(Restorative justice is a response to crime aimed at repairing the harm caused by a criminal act and restoring the balance in the community affected by the crime.)*

Guiding Values:

The values that will guide the implementation of strategies and the producers of public safety include:

- All communities feel treated with dignity and respect
- All strategies are implemented fairly and equitably
- All strategies support the values of community involvement and shared responsibility among the producers of safety

- Strategies recognize the importance of cultural competence and address the specific needs of individuals and neighborhoods
- Strategies will include incentives for producers of safety to align with the indicators of progress
- Strategies will incorporate evidence-based practices that improve effectiveness in producing desired outcome
- Tax dollars will be used to produce the best value possible

INDICATORS (MEASURES) OF PROGRESS TOWARDS THIS OUTCOME:

- **Increase the percent of neighborhoods where resident and business perception of safety meets an acceptable community standard** *(Source, County and City Auditor Surveys)*
- **Reduce repeat calls for service** *(Source, Bureau of Emergency Communications)*
- **Reduce adult and juvenile criminal recidivism rates** *(Source, Department of Community Justice)*
- **Increase level of community involvement in problem identification and solutions** *(Source, County Auditor???)*
- **Improve degree of confidence and trust by citizens in police and other criminal justice agencies** *(Source, County Auditor????)*

STRATEGIES TO IMPLEMENT THE OUTCOME:

Following are the high-level strategies that are most likely to achieve this safety outcome. They are divided into strategies to address location, victims and offenders because taking action in each of these arenas is required for the most impact. They also include overarching strategies on efficiency and effectiveness that respond to the Joint Collaborative's goal to address gaps, overlap, duplication and opportunities for funding collaboration.

1. Preventing Crime

Locations

Ensure that places are built, managed and maintained in a way that will reduce the likelihood of crime, improve community cohesion and preserve order.

Victims

Inform, educate, and equip community members with the skills and resources to prevent crime and reduce victimization.

Offenders

Strengthen people's ability to make positive life choices and avoid criminal behavior.

2. Responding to crimes not prevented

Locations

Emphasize reducing chronic call and nuisance locations.

Victims

Provide services for victims and others impacted to cope with effects of crime and prevent future victimization.

Offenders

Ensure offenders are held accountable in a timely manner and ongoing criminal behavior and recidivism are reduced.

3. Emergency management

Preparation

Prepare the community to cope with the effects of a major disaster.

Response

Train, equip and prepare emergency response providers to coordinate and execute their response to a major disaster.

Recovery

Ensure a rapid recovery following a major disaster.

4. Efficiency and Effectiveness

- Accomplish as much as possible at the least cost possible -- “more bang for the buck” -- without resulting in substandard performance and other forms of false economy.
- Identify overlap and duplication, and collaboratively eliminate them.
- Maximize service efficiency through cross-jurisdictional coordination, collaboration and communication.
- Leverage existing resources to improve services and/or reduce cost.
- Use evidence based approaches and best practices that demonstrate a high probability of contributing to the desired outcomes.
- Maximize the use of federal, state and other funds to provide flexibility for limited General Funds.