

JUN 23 2005

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EXHIBIT A

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT TO TRANSFER
LAND USE PLANNING RESPONSIBILITIES

BETWEEN

CITY OF PORTLAND AND MULTNOMAH COUNTY

WHEREAS:

- A. The City of Portland (the "City") and Multnomah County (the "County") entered into an Intergovernmental Agreement (the "Agreement") to transfer land use planning responsibilities effective January 4, 2002;
- B. The Agreement transfers responsibilities for implementing and administering comprehensive plan and zoning regulations from the County to the City for properties within unincorporated Multnomah County that are within the City's Urban Services Boundary, the METRO Urban Services Area and Urban Growth Boundary;
- C. In section I. B., the Agreement identifies the area subject to the Agreement by reference to a Map included as Exhibit 1 and dated May 25, 2001;
- D. In December 2004, the City voted to extend the City's Urban Services Boundary (Ordinance No. 178961) to include the Pleasant Valley Plan District study area effective June 13, 2005; and
- E. The City and County agree that the Pleasant Valley Plan District study area should be subject to the Agreement when it is added to the Urban Services Boundary on June 13, 2005.

NOW, THEREFORE, THE CITY AND COUNTY DO MUTUALLY AGREE AS
FOLLOWS:

- I. Exhibit 1 to the Agreement, labeled Map of Multnomah County Compliance Project Unincorporated Areas and dated May 25, 2001, is replaced by the attached Exhibit 1 map dated January 18, 2005 to include the portion of the Pleasant Valley Plan District within Multnomah County. This amendment shall be effective on June 13, 2005.

II. The remainder of the Agreement is unchanged and continues in full force and effect.

MULTNOMAH COUNTY

CITY OF PORTLAND

By: *Diane Linn*
Diane Linn, Chair

By: *Tom Potter*
Tom Potter, Mayor

Date: JUNE 9, 2005

Date: 6/22/05

By: *Gary Blackmer*
Gary Blackmer, Auditor

Date: 6/23/05

Approved as to form

Approved as to form

APPROVED AS TO FORM

Agnes Sowle
AGNES SOWLE
County Attorney

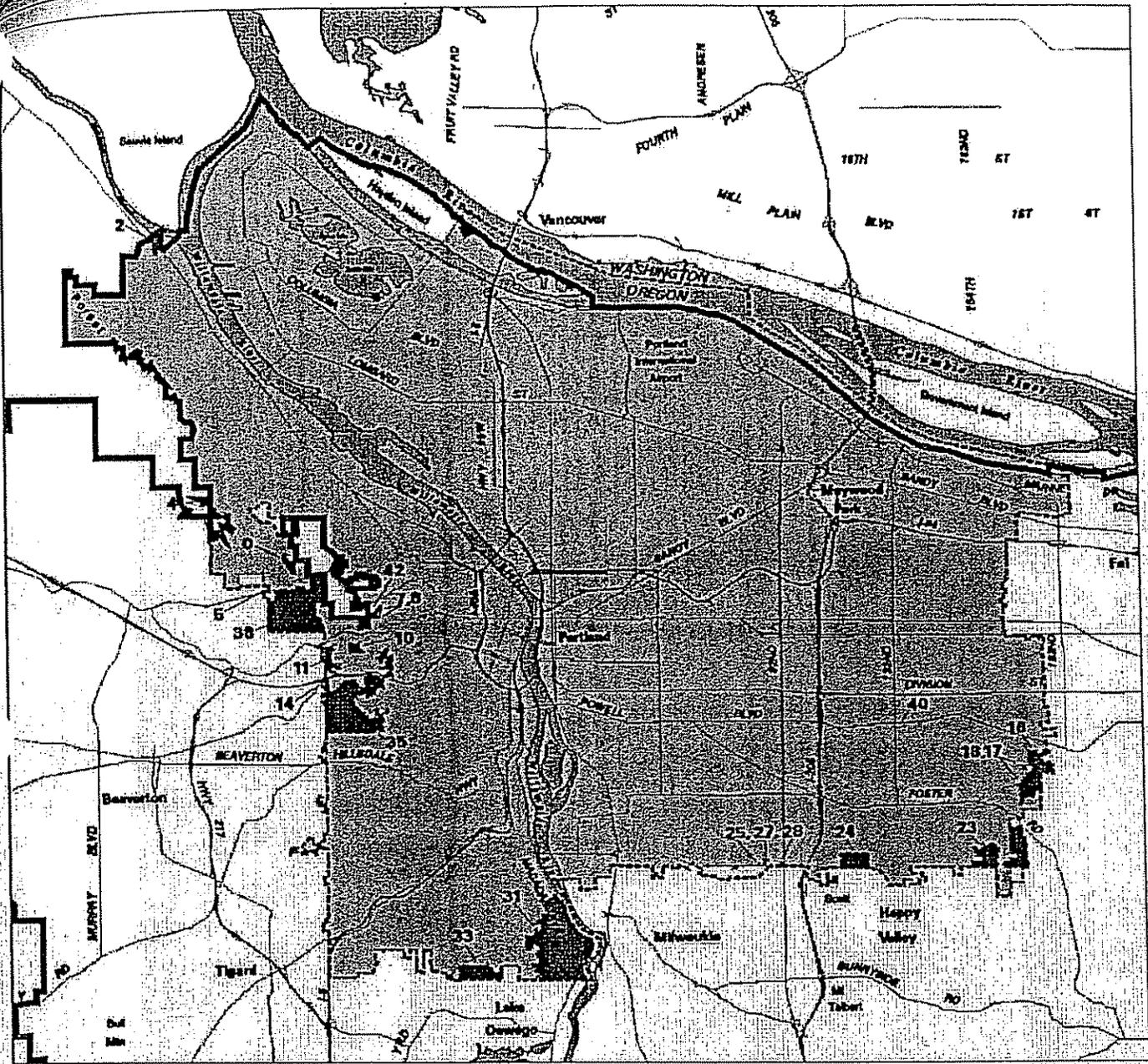
Linda Meng
LINDA MENG
CITY ATTORNEY
City Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 06-09-05
DEBORAH L. BOGSTAD, BOARD CLERK

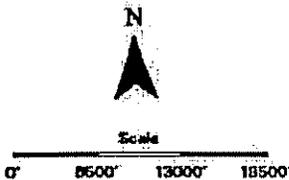
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Multnomah County Compliance Project UIA's (Unincorporated Areas)



City of Portland
Bureau of Planning
Geographic
Information System
January 18, 2005

LEGEND

-  Unincorporated Study Areas
-  City of Portland (Incorporated)
-  Urban Services Boundary
-  Unincorporated Pocket Boundary
-  Urban Growth Boundary

INFORMATION SOURCES:

Map: Originally provided by Oregon Dept. of Revenue. Modified and updated by Multnomah County Assessor's & Taxation and Planning Dept. of Transportation. Modified weekly by City of Portland. Accuracy - ±7.1 feet.

Urban Growth Boundary: Source: Digitized by Mapco, updated by Washington County DUT & Update (Date: 2/1/2003). Received by dated base. Updated by Mark Lupo (2003).

All data imported from source run tools at different scales. For more detail, please refer to the source materials or City of Portland, Bureau of Planning.

The information on the map was derived from digital data bases on the City of Portland, Bureau of Planning GIS. Care was taken in the creation of this map but it is provided "as is". The City of Portland cannot assume any responsibility for errors, omissions, or positional accuracy and therefore, there are no warranties which accompany this product. However, no litigation of any kind will be appreciated.

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**INTERGOVERNMENTAL AGREEMENT TO TRANSFER LAND USE
PLANNING RESPONSIBILITIES****BETWEEN****CITY OF PORTLAND AND MULTNOMAH COUNTY**

This is an Intergovernmental Agreement to Transfer Land Use Planning Responsibilities, hereinafter the "Agreement", between MULTNOMAH COUNTY, hereinafter "County", a home rule county and a political subdivision of the State of Oregon, and the CITY OF PORTLAND, hereinafter "City", a home rule city and a political subdivision of the State of Oregon.

RECITALS:

- A. The City and County are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform. This Agreement is made pursuant to the authority granted by ORS Chapter 190;
- B. The City and County entered into an Urban Planning Area Agreement (hereinafter "UPAA") dated March 5, 1998 and amended November 4, 1998. The UPAA provided for the coordination and orderly conversion of unincorporated urbanizable land in the County to urban uses and authorized the City to prepare applicable comprehensive plan and implementing ordinances for the County's urban areas. This planning work has now largely been completed by the County's adoption of the City's applicable land use regulations, comprehensive plan and zoning through County Ordinance 967 on October 11, 2001, with an effective date of January 1, 2002;
- C. The UPAA also directed the City to complete work required to enable the county to comply with the METRO Urban Growth Management Functional Plan. That work is currently being completed pursuant to an Intergovernmental Agreement dated April 19, 2001; and
- D. Under Sections II.A and B of the UPAA, the County agreed to transfer to the City responsibility for implementing and administering comprehensive plan and zoning regulations for all County unincorporated areas within the City's Urban Services Boundary. The UPAA provided that the transfer of functions could be accomplished through a separate agreement between the County and City.

NOW , THEREFORE, THE CITY AND COUNTY DO MUTUALLY AGREE AS FOLLOWS:

I. INTENT OF AGREEMENT

- A. This Agreement implements Sections II.A and B of the UPAA by transferring responsibilities for implementing and administering comprehensive plan and zoning regulations from the County to the City for properties within unincorporated Multnomah County that are within the City's Urban Services Boundary, the METRO Urban Services Area and Urban Growth Boundary;
- B. The area that is subject to this Agreement is defined as depicted in Exhibit 1, attached to this Agreement (hereinafter the "Affected Area"). The Affected Area, in general, includes all of the properties within unincorporated Multnomah County that are also within Portland's Urban Services Boundary, with two exceptions. The first, West Hayden Island (map attached as Exhibit 2), is already covered by an intergovernmental agreement and will retain County zoning. It is not subject to this Agreement. The second, a site known as Fred's Marina (attached as Exhibit 3), will remain under County land use jurisdiction and is not subject to this Agreement for all matters related to the settlement agreement entered into on February 6, 2001 in the United States District Court, and confirmed in writing on February 27, 2001. However, any plans for further development not specifically covered under the settlement agreement shall be covered by this Agreement.
- C. The full costs to the City of transfer of land use planning and zoning responsibilities and performance of services under this Agreement shall be reimbursed or paid by (1) fees for land use services and (2) payments from the County.
- D. All actions specified by this Agreement shall be taken to assure that the County's comprehensive plan, zoning ordinances, and regulations for land divisions, signs, erosion control and stormwater disposal, grading and floodplain review remain consistent with the City's. The County has adopted the City comprehensive plan, zoning ordinance and other regulations as the County's for the Affected Area and intends to adopt future amendments to the City's comprehensive plan, zoning ordinance, and regulations for land divisions, signs, erosion control and stormwater disposal, grading and floodplain review. The City intends to administer the same codes and regulations for County properties in the Affected Area as it does for City properties.
- E. This Agreement does not expressly promote annexation of properties in the Affected Area to the City. However, the City and County recognize the City's intent to annex within its established urban services boundary

according to City/County agreements such as the UPAA and as described in the City's urban services policy and comprehensive plan. Furthermore, the City and County understand that approval of requests for zone changes or comprehensive plan amendments that require new or extension of urban services or that increase density over allowed density under adopted zoning will be contingent on annexation.

- F. If any property in the Affected Area annexes to the City or is removed from the City's Urban Services Boundary, it will no longer be subject to this Agreement.
- G. The City will interpret specific references to City agencies and organizations in City Codes and regulations adopted by the County to mean the appropriate City or County agency or organization. For example, when the City Zoning Code requires notification to organizations recognized by the City's Office of Neighborhood Involvement (O.N.I.), the notification will be sent to the organizations recognized by the County's equivalent of O.N.I. and the requirement for notice will be met.
- H. As part of a future legislative project, the City and County anticipate applying a recreation trail designation near the Willamette River in the Affected Area.

II. DELEGATION OF AUTHORITY

The County agrees to delegate to the City any and all authority that it possesses and which is needed by the City to carry out land use planning and zoning implementation for the Affected Area. The effective date and terms of the delegation of authority are as provided for in this Agreement and County Ordinance No. 967. Among the actions that the County authorizes the City to take in the Affected Area pursuant to this Agreement are those enumerated in Section III.C. below which are hereby incorporated into this Delegation of Authority by reference. This delegation of authority should be construed broadly.

III. RESPONSIBILITIES OF THE PARTIES

- A. Fees and Costs.
 - 1. General Provisions

It is the intention of the parties that all costs and expenses incurred by the City in performing tasks described in Section III.C. of this Agreement shall be paid or reimbursed by City's collection and retention of application fees and by payment from County funds. For purposes of this Agreement, "costs and expenses incurred by the City" include without limitation employee salaries, fringe benefits and City overhead attributed to such employees, expenses incurred for publication and mailing related to land use reviews and services, provided such costs, expenses and fees

are attributed to applications which the City processes under this Agreement. Operational and start-up costs are to be fully covered by:

- a. the fees collected for development applications or other services according to the schedule adopted by the City for development review, attached as Exhibit 4 and incorporated as part of this Agreement;
- b. an annual payment from the County to the City, as needed, to reimburse the City for the gap between the City's costs of fulfilling its responsibilities under the Agreement and the development fee revenues;
- c. a one-time payment from the County to the City for the start up costs of creating and implementing this Agreement; and
- d. payment of attorney fees by the County to the City for appeals of land use decisions to the Land Use Board of Appeals, the Court of Appeals and the Oregon Supreme Court.

2. The Fee Schedule

a. Establishment

For most land use reviews, the proposed fees for land use applications and zoning services in the Affected Area reflect 100% of the estimated cost of providing the service.

b. Amending the Fee Schedule

The City, annually or as determined by need, amends its fee schedule to cover costs of services. The fees established for services and applications for properties in the Affected Area may also be amended at the same time. The County will not have to adopt or approve amended fee schedules that are consistent with the cost of living increases adopted for the City fee schedule. Other amendments to the fee schedule will require County approval.

3. Annual Payment

a. Initial Payment

City land use fees are supplemented by money that comes directly to the Office of Planning and Development Review (OPDR) from the City's General Fund. No General Fund

money is available to cover costs associated with work on applications and services for development outside of the City limits. Therefore, the fee schedule attached at Exhibit 4 will be established for Affected Area land use reviews and services to reflect 100% cost recovery with the following exception. The County recognizes certain development activity has public benefit and no private economic benefit. For those certain applications, the County agrees to pay the City an amount of \$37,000 for the initial 18 month period (\$25,000 per 12 month period, prorated for 18 months) from January 2002 through June 2003 to reduce certain fees in Exhibit 4. The amount is estimated to cover the expected difference between the City's actual costs and expenses of processing land use cases and other planning and zoning services and the anticipated revenue brought in from fees for these services and applications in the Affected Area. The fee shall be paid as provided in Section III.B.1.b. below.

b. Determining the Amount of Annual Payment

1. Timing of Annual Review

Both parties recognize that the number and type of cases and services that the City will process for the Affected Area may change over time. To cover the actual costs and expenses of providing services to the Affected Area without subsidy from the City, the amount of payment will be reviewed and determined annually by both parties.

To allow enough time to assess actual work involved in the processing of cases and services and to allow the County's annual payment to be included in the County budget, the first review shall occur in January 2003. Thereafter, annual review and assessment will occur in January of each year of the Agreement.

2. Reconciliation of Costs

In addition to considering costs and expenses incurred by the City for land use reviews and services, the proportionate costs of legislative services for the Affected Area will be considered as part of the annual review.

If, at the time of annual review, the City and County determine that the City's actual costs and expenses for the Affected Area exceed fee revenues plus the County's

annual payment, the County shall reimburse the City for this difference.

If, at the time of annual review, the City and County determine that fee revenues for the Affected Area plus the County's annual payment exceed the City's actual costs and expenses, the City shall apply the difference to the following fiscal year's services and the County's payment to the City for the following fiscal year (defined for purposes of this Agreement as July 1 through June 30 of each year) will be reduced accordingly.

Subsequent assessment and agreements for payment shall be considered amendments to this Agreement and shall be adopted by both parties. Such amendments may be made by the County Planning Director on behalf of the County and by the Director of the Office of Planning and Development Review and Director of Planning on behalf of the City when the annual payment from the County to the City does not exceed \$25,000. Otherwise, the annual payment must be approved by the County Board of Commissioners and City Council.

4. One-time Payment to Cover Cost of Transfer of Services

The City and County agree that there are costs involved with transferring land use and planning responsibilities from the County to the City. The work to implement this Agreement includes but is not limited to:

- a. Creation of new zoning maps for unincorporated areas covered by this Agreement,
- b. Updating of databases and maps to include information about County properties (land use history, historic resources, land hazards, flood data, cell sites, plan districts),
- c. Amending City's Title 33 to reflect the land use appeals process for County properties,
- d. Transferring land use history from the County to the City,
- e. Creation of new and revised handouts and forms for processing of County land use cases,

- f. Creation of new notification lists and contacts for land use cases (service providers and recognized associations),
- g. Changes to the City's permit tracking system (TRACS) to identify, assign, and provide information about County permits in the affected area,
- h. Work necessary to take over addressing responsibilities for the affected area,
- i. Work necessary to determine land use fees, and
- j. Work involved in creating this Agreement and
- k. Training staff about procedural, computer, database and history changes relevant to the project.

The County shall transfer \$50,000 to OPDR to cover costs. The amount shall be paid as provided in Section III.B.1.b. below. The City and County acknowledge that while this amount may not fully cover the costs associated with the transfer of responsibilities, it is a reasonable amount given County financial circumstances, available funds and the cooperative nature of this Agreement.

5. Costs of Land Use Appeals

The City, through the City Attorney's Office, will represent the County in appeals to the Land Use Board of Appeals, Court of Appeals and Supreme Court of land use decisions made by the City for the Affected Area, as described in Section III.C.4. below. The County agrees to pay to the City Attorney's Office its fully burdened hourly rate for its work in representing the County before the Land Use Board of Appeals, the Court of Appeals and the Oregon Supreme Court. The County shall make payment to the City Attorney's Office within 30 days of billing.

B. County Responsibilities

The County agrees to perform the following activities for the Affected Area as part of this Agreement:

1. General Responsibilities

- a. Within 5 working days of the effective date of this Agreement, transfer all documents, files and computer data relevant to the land use history of the Affected Area and any particular services denoted in the Agreement. The data shall be in a format acceptable to the City. The City's cost

of this transfer is included in the One-time Payment outlined above in Section III.A.4.

- b. Transfer funds for the first year of this Agreement identified in above in Sections III.A.3.a. and III.A.4. within 30 days of the effective date of this Agreement. Thereafter within 30 days of the start of each ensuing fiscal year and as long as this Agreement is in effect, the County will pay to the City an amount which reflects the actual experience of the parties as to the costs to the City for its services under this Agreement which are not covered by application fees.
- c. Promptly notify Office of Planning and Development Review and City Bureau of Planning of changes to County's list of recognized associations and of other staff or organizational changes affecting notice or review of land use cases or development permits.
- d. Adopt the Fee Schedule for land use reviews and services for properties in Multnomah County and subsequent revisions as required in Section III.A.2. above.
- e. Pay land use appeal fees for recognized County neighborhood organizations for appeals of decisions affecting property in the organization's geographic boundaries.
- f. Pursuant to County Ordinance 967, and in accordance with ORS 215.427(3), this Agreement does not apply to any land use decision or services for an application that was submitted to the County before January 1, 2002 and that was made complete prior to January 1, 2002 or within 180 days of the initial submission of the application. In these instances, the County will provide land use services and review based on the land use regulations in effect at the time of the application. However, an applicant may choose to apply under the regulations adopted under County Ordinance 967 (as amended at the time of application) for development approved by a pre-January 1, 2002 land use decision.
- g. Pursuant to County Ordinance 967, and in accordance with ORS 92.040(2), for any subdivisions for which the initial application was submitted before January 1, 2002, the subdivision application and any subsequent application for construction approved by the subdivision shall be governed

by the County land use regulations in effect as of the date the subdivision application was first submitted. The County retains land use service and review responsibility in these cases. However, an applicant may choose to apply the regulations adopted under County Ordinance 967.

- h. Provide, as needed, technical assistance to the City to help in interpreting County land use history, regulations or other land use related services requiring County expertise. This assistance shall be delivered to the City at no charge and in a timely manner.
- i. All other actions reasonably necessary to carry out the authority given to the City as provided for in this Agreement.

2. Continuing Review Obligations

- a. Maintain responsibility for land use reviews and services including review of building permits in the Affected Area when the County land use regulations prior to January 1, 2002 are applicable to such reviews, permits or services.
- b. Maintain the responsibility for review and comment on all land uses cases with regard to transportation concerns, standards and requirements.
- c. Respond to request for responses to land use reviews within the time identified in the requests. The County's failure to respond in a timely manner to requests for responses shall mean no comment regarding the proposal.
- d. Use City standards for street and stormwater improvements when improvements are required as part of either land use review or building permit approval.
- e. Retain responsibility for engineering and ownership review of plats and coordinate review with City staff.
- f. For quasi-judicial applications for comprehensive plan amendments and statewide goal exceptions, the City Council will first review the application. If the application is approved, the County Board of Commissioners must make the final land use decision.

3. Amendments to City and County Regulations
 - a. The County will refer property owners and residents in the Affected Area to the City as the provider of the appropriate public process for their input on City legislative proposals that will be considered by the County.
 - b. The County will ensure that the County Planning Commission and the County Board of Commissioners are notified of all proposed comprehensive plan map or text amendments or development-related amendments to the City's Code, including amendments to the zoning code or maps, and regulations for land divisions, signs, erosion control, floodplain review, grading and stormwater disposal. The County Planning Director will notify County Planning Commissioners and County Commissioners that any concerns they may have about the City's proposed amendments should be addressed through oral or written testimony as part of the City's legislative process.
 - c. The County will ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance, except as provided in d. below.
 - d. In the event the City Council adopts amendments to the development regulations adopted by the County Board of Commissioners by emergency ordinance to be effective immediately, the County Board of Commissioners will consider the amendments at their next regularly scheduled meeting. The County Board of Commissioners will also consider adoption of the amendments as an emergency ordinance with an immediate effective date. Any and all immediately effective amendments adopted by the City Council by emergency ordinance will not apply to properties within the unincorporated areas until the County Board of Commissioners adopt the same immediately effective amendments by emergency ordinance.
 - e. In the event the County Board of Commissioners chooses not to adopt amendments to the comprehensive plan, zoning code or maps, and regulations for land divisions,

signs, erosion control, floodplain review, grading or stormwater disposal or other development-related titles of the City Code as adopted by City Council, the City may terminate this Agreement as provided in Section V.B. In this event, the County will resume responsibility for planning and zoning administration within the Affected Area.

C. City Responsibilities

The City is authorized by the County and agrees to perform the following activities for the Affected Area as part of this Agreement:

1. General Provisions
 - a. Notify the County of proposed fee increases related to the land use activities covered in this Agreement.
 - b. Notify the County Planning Director of land use cases in the Affected Area for both comment and tracking of workload to help assess subsequent payments to offset City cost of providing land use services to the Affected Area.
 - c. Assign addresses to properties in the Affected Area.
 - d. Apply street classifications to County rights-of-way that are comparable to City street classifications.
2. Land Use Reviews and Services
 - a. Perform land use, zoning and planning services (pre-application conferences, information, case review, building permit review, long range planning) for the Affected Area using the City's comprehensive plan, zoning, land division, sign, erosion control, floodplain, grading, stormwater disposal and other applicable City regulations as adopted by the County.
 - b. Process land use cases as provided in City codes adopted by the County, including but not limited to required notifications, preparation of staff reports, site visits, presentation at public hearings, preparation of findings and maintaining records.
 - c. Collect fees for development applications, land use reviews and services and appeals.

- d. Conduct public hearings before the land use authority as provided in City codes adopted by the County.
- e. Make land use decisions.
- f. Interpret the applicable comprehensive plan and implementing regulations.
- g. Assume land division authority and responsibility, except as provided in Section III.B.1.f. and g.
- h. Enforce land use regulations, code violations and permit violations and perform code enforcement services, including inspections, under the City codes adopted by the County for land use and related activities, including zoning, conditions of approval, signs, erosion control, stormwater disposal, floodplain and grading review.
- i. Provide zoning information to the general public and applicants in the Affected Area.
- j. Review building and development permits for compliance with City zoning, sign, erosion control, floodplain review, grading and stormwater disposal regulations and requirements adopted by the County.
- k. Regulate home occupations according to City codes adopted by the County.
- l. Review OLCC, DMV and other land use compatibility statements for land use compliance.
- m. Notify County Transportation and Engineering of land use cases and building permits for comment and approval in a timely manner to ensure meeting required and desired deadlines.
- n. Notify organizations (neighborhood associations and interested parties) recognized by the County for land use purposes to meet City requirement for notification to recognized organizations. The City will use the most current list of associations and contacts provided by the County.
- o. Land use planning review and services shall be provided in a manner consistent with applicable best management practices as set forth in the City of Portland National Pollution Discharge Elimination System (NPDES)

Municipal Stormwater Permit. The level of review and services shall be provided at the same level provided by the City to other areas within the City limits.

3. Amendments to City and County Regulations
 - a. Include the Affected Area (and all areas within the City's Urban Services Boundary) in appropriate planning projects.
 - b. For all legislative amendments to the City's land use code and comprehensive plan that will also be adopted by the County, the City will provide notice of proposed amendments to the Land Conservation and Development Commission on the County's behalf as required by state law.
 - c. The City will include all residents and property owners in the Affected Area in any legislative public process that may result in changes to the comprehensive plan or maps or development-related regulations adopted by the County Board of Commissioners, including the zoning code, land division regulations, sign regulations, erosion control, floodplain review, grading and stormwater disposal regulations of the City's Code. It is to be understood that the public process for the Affected Area is one and the same as the process held by the City. All residents and property owners in the Affected Area will be noticed on City legislative processes as required by State law and the City Code. Residents and property owners in the Affected Area who come forward with concerns or comments regarding proposed City amendments to development regulations will be considered by the City's various review bodies. The City's review bodies will consider testimony from Affected Area residents and property owners regarding the City's proposed amendments to development regulations just as they consider testimony from City residents.
 - d. The City will include County decision-making bodies in any legislative public process that may result in changes to the development regulations adopted by the County Board of Commissioners. In addition, the City will notify the County Planning Director prior to the first evidentiary public hearing on any proposed amendments to the City's development regulations. County decision-makers and staff will be encouraged to participate in the City's public process.

- e. After the City Council has taken final action on any ordinance amending the development regulations adopted by the County Board of Commissioners, the City will forward the final decision to the County Board of Commissioners for adoption.

4. Legal Representation

- a. Represent the County at the Land Use Board of Appeals, Court of Appeals and Oregon Supreme Court for any appeal of a land use decision made by the City for property in the Affected Area at the expense of the County, as provided in Section III.A.5.
- b. Represent the County at no County expense for Writs of Mandamus based on the City's failure to issue a final decision within the time limits set by statute, unless the City's failure is the result of the County's failure to perform one or more of its responsibilities under this Agreement.

IV. OPERATING PROCEDURES AND RELATIONSHIPS

A. Dispute Resolution

In the case of a dispute under this Agreement, the County Planning Director, City Director of the Office of Planning and Development Review, and City Planning Director shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the parties shall bear its own expense of attorney fees and arbitration.

B. Amendment

This Agreement may be amended by mutual written agreement of the parties. Amendment shall be valid only when reduced to writing, approved as required and signed.

To the extent that an amendment has no budgetary impact, the City Council and County Board of Commissioners grant authority to the County Planning Director, the City Director of the Office of Planning and Development Review and the City Planning Director to make changes to this Agreement needed to carry out the intent and provisions of the Agreement. Amendments that will result in a budgetary impact need to be made by the City Council and the Board of County Commissioners, except as provided otherwise in Section III.A.3.b.2. regarding annual payment from the County.

V. TERM OF AGREEMENT AND TERMINATION

A. General Term

This Agreement shall be effective January 4, 2002 and shall remain in effect until terminated by mutual agreement of both parties, or as determined by dispute resolution.

B. Termination by City

This Agreement may be terminated by the City if the County fails to adopt changes to the City's comprehensive plan, comprehensive plan maps, zoning maps, applicable community plans, Titles 10, 32, 33, and 34, or regulations for stormwater disposal, floodplain review or grading in a timely manner as provided in Section III.B.3. above. The City shall notify the County in writing 90 days prior to such termination. In the event of such termination, the City will continue land use reviews in process prior to the date of termination and will continue to accept applications up until the date of termination, but only to the extent that development fee payments and the County's annual payment (or a supplemental payment from the County if the annual payment is insufficient) fully reimburse the City for its costs and expenses. If the City determines that the City's costs and expenses for completing the land use reviews after termination were less than the County's payment to the City for those services, the City will return the remaining balance to the County. The City will return to the County documents, files and computer data needed by the County to provide land use services to the Affected Area within 5 working days after the date of termination.

C. Nonappropriation

In the event of nonappropriation of funds or staff resources by the City or County, either party may terminate or reduce the scope of services to be provided and contract funding accordingly, but such party must provide notification of termination or reduction in scope of services to the other party as soon as practicable.

VI. INDEMNIFICATION

A. General Provisions

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and subject to Section VI.B below, City shall indemnify, defend and hold harmless County from and against all liability, loss

and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

B. Indemnity for Takings and Tort Claims

For constitutional takings claims, tort claims, alternative writs of mandamus and inverse condemnation claims, including without limitation civil rights actions alleging a taking, the County shall indemnify the City for City's acts or omissions, including defense costs, attorney fees and any settlements or judgments. In no event shall either party be responsible for any punitive damages awarded against the other party, its officers, employees or agents. The intent of the parties is that the County would be financially responsible for takings claims arising out of the application of the county zoning code, as applied by the City, including conditions of approval. It is not the intent of the parties to hold the County financially liable for negligent or intentional "bad" acts of City employees.

VII. INSURANCE

County and City shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

IX. NONDISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local nondiscrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party, except that the City may subcontract or assign services under this Agreement if the subcontract or assignment applies generally to City land use services and not only to the Affected Area.

XII. PROPERTY OF COUNTY

In the event of termination of this Contract, all files and documents of any kind related to the scope of work set forth in this Contract shall be transferred back to the County. The County shall only pay the actual costs of the transfer.

XIII. CONTRACT ADMINISTRATION

County designates Kathy Busse, 1600 SE 190th, Portland, OR 97233 to represent County in all matters pertaining to the administration of this Agreement. The City designates Margaret Mahoney, 1900 SW 4th Avenue, Portland, OR 97201 to represent the city in all matters pertaining to the administration of this Agreement.

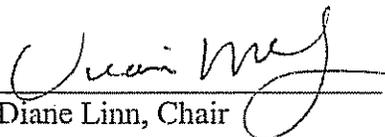
XIV. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of the terms of this Agreement shall bind either party unless made in writing and signed by both parties.

XV. SEVERABILITY

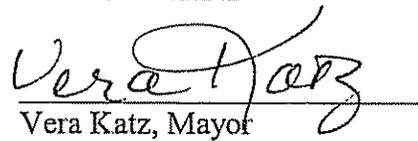
County and City agree that if any terms or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

MULTNOMAH COUNTY

By: 
Diane Linn, Chair

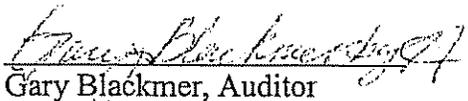
Date: 12.6.01

CITY OF PORTLAND

By: 
Vera Katz, Mayor

Date: 1/14/02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 12.06.01
DEB BOGSTAD, BOARD CLERK

By: 
Gary Blackmer, Auditor

Date: 1/15/02

Approved as to Form:

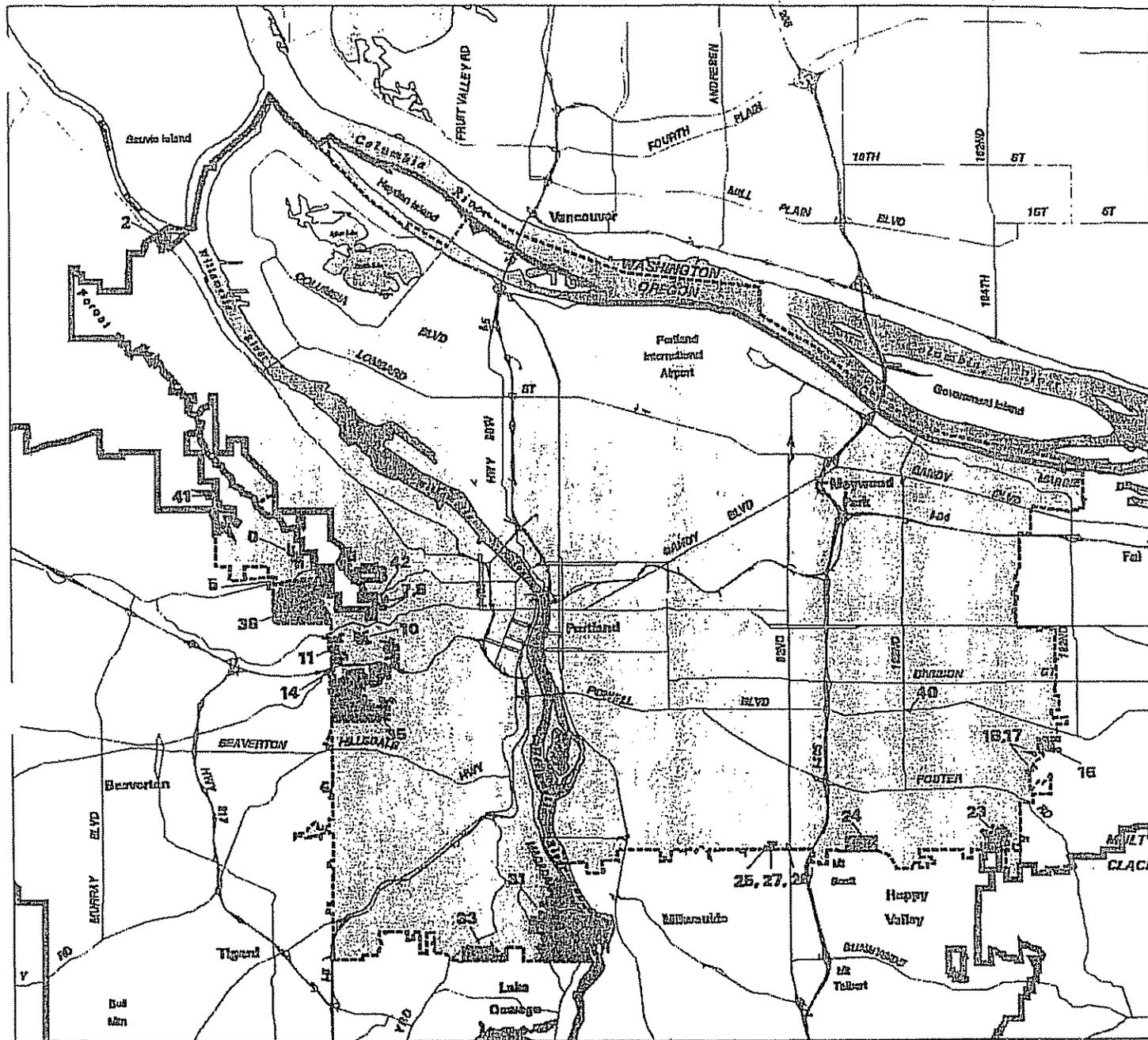
Thomas Sponsler, County Attorney
For Multnomah County

By: Sandra Duffy
Sandra N. Duffy
Deputy County Counsel

Approved as to Form:

Jeffrey Rogers, City Attorney
For City of Portland

By: APPROVED AS TO FORM
Jeffrey A. Rogers LFR
CITY ATTORNEY



Multnomah County Compliance Project UIA's (Unincorporated Areas)



Scale

0' 6500' 13000' 19500'

LEGEND

-  Unincorporated Study Areas
-  City of Portland (Incorporated)
-  Urban Services Boundary
-  Urban Growth Boundary

INFORMATION SOURCES:

Taxlots: Originally produced by Oregon Dept. of Revenue. Modified and updated by Multnomah County Assessment & Taxation and Portland Dept. of Transportation. Updated through March 2001. Assesment - +/- 3 feet.

Urban Growth Boundary: Source: Digitized by Metro, updated by Washington County OUIT & Metro (Nov. 20, 1992). Registered to taxlot lines. Updated by Metro (Aug. 2000).

All data compiled from various materials at different scales. For more details, please refer to the source materials or City of Portland, Bureau of Planning.

The information on the map was derived from digital databases on the City of Portland, Bureau of Planning GIS. Care was taken in the creation of this map but it is provided "as is". The City of Portland cannot accept any responsibility for error, omissions, or positional accuracy and therefore, users use no warranties which accompany this product. However, notification of any errors will be appreciated.



City of Portland
Bureau of Planning
Geographic
Information System
May 25, 2001

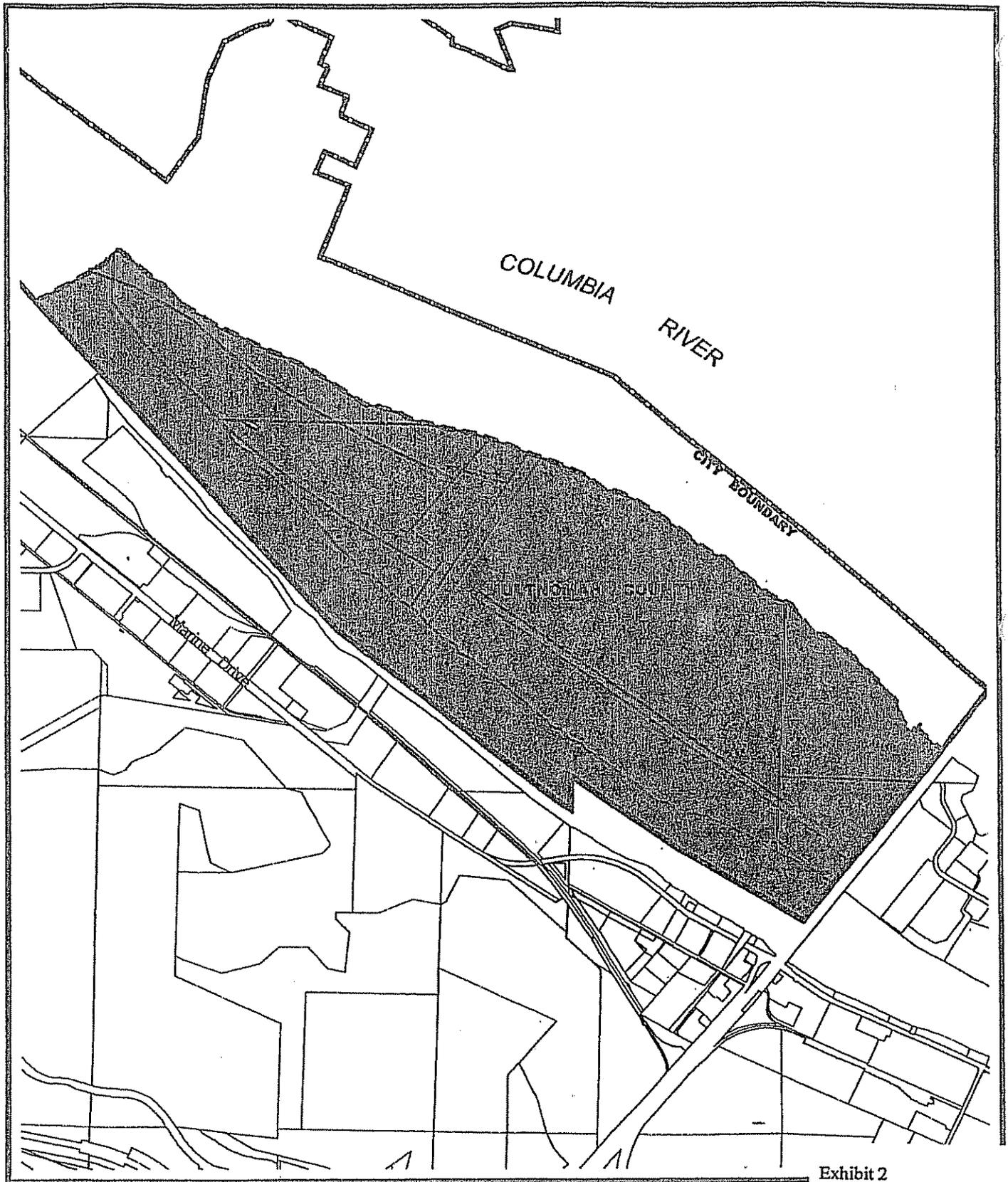
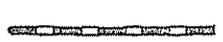


Exhibit 2

West Hayden Island



City of Portland
 May 19, 2001

-  Site Location
-  Urban Services Boundary
-  City Boundary



1 inch = 2000 feet

Estimated County Fees for Land Use Reviews

Land Use Review	Estimated County Fee
Non-conforming Status Review	\$2,153
Non-conforming Situation Review	
C, E or I Zone	\$12,267
OS or R Zone	\$4,181
Planned Unit Development	
Major	\$7502 + \$124 per lot
Minor	\$3,633
Pre-Application Conference	\$1,865
Reasonable Use	\$1,325
Statewide Planning Goal	\$28,710
Substandard Lot	\$1,471
Tree Removal	\$965
Zoning Map Amendment	\$5,290
Other Unassigned Reviews	
Type I	\$2,402
Type II	\$2,500
Type III	\$6,355
Development Review	
Community Design Standards Plan	
Check	\$122
Environmental Plan Check	\$350
Consultation	\$80 per hour
Photocopies	\$.50 cents/page
Plan Check	\$1.15 per \$1,000 valuation
Both residential and commercial	\$95 minimum
Property Line Adjustment	\$907
Renotification Fee	\$476
Transcripts	Actual cost
Zoning Confirmation	
Tier A	\$267
	\$775
Tier B (zoning/development analysis, nonconforming standard evidence)	
DMV Renewal	\$41
Appeals Type II	\$250
Appeals Type III	1/2 of application fee

* Other agency fees may apply.

* Hearings Officers fee Included, where applicable.

Estimated County Fees for Land Use Reviews

Land Use Review	Estimated County Fee
Adjustment	
Residential Use (only)	\$1,612
Non-residential or mixed use	\$1,618
Comprehensive Plan Map Amendment	
	\$16,230
Conditional Use	
Type III (Major)	\$8,827
Type II (Minor)	\$3,162
Type I	\$2,219
Conditional Use Master Plan and Central City Master Plan	
New/Amendment (Major)	\$12,722
Amendment (Minor)	\$7,111
Convenience Store Review	\$2,340
Demolition	
Accessory Buildings	\$795
Landmarks, Inventoried Structures	\$2,983
Design Review	
Major	0.004 of construction cost (\$5,145 min/\$17,682 max)
Minor A	0.004 of construction cost (\$2,980 min/\$5,905 max)
Minor B	0.004 of construction cost (\$635 min/\$3205 max)
Environmental Conservation	
Residential use (only)	\$5,835
Non-residential or mixed use	\$6,950
Environmental Enhancement	\$550
Environmental Protection II	\$3,704
Environmental Protection III	\$4,988
Environmental Violation	\$9,195
Excavation and Fill	\$2,390
Greenway	
Residential use (only)	\$890
Non-residential or mixed use	\$4,000
Hazardous Substances	\$9,011
Historic Landmark designation or removal	
Individual properties	\$3,830
Multiple properties or districts	\$4,602
Impact Mitigation Plan	
New/Amendment (Major)	\$21,429
Amendment (Use)	\$5,556
Amendment (Minor)	\$2,746
Implementation	\$3,500
Industrial Park	\$3,376
Major Land Division	\$8405 + \$120 per lot
Final Plat Maps	\$2,861
Title 34 Variance	\$924
Minor Land Division	\$3,564
With concurrent Type II Review	\$3,970
Title 34 Variance	\$3,248
Final Plat Maps	\$820

* Other agency fees may apply.

* Hearings Officers fee included, where applicable.

Exhibit 4

