

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT WEST HAYDEN ISLAND (WHI) LAND USE APPROVALS WORK PROGRAM AND TASKS AMENDMENT NO. 1

This INTERGOVERNMENTAL AGREEMENT (Agreement) is between the CITY OF PORTLAND, a municipal corporation of the State of Oregon (City) and the PORT OF PORTLAND, an Oregon public corporation (Port). Collectively the City and Port are referred to as Parties, and each individually as a Party.

RECITALS:

1. ORS 190.010 authorizes the Parties to enter into this Agreement.
2. West Hayden Island (WHI) is located along the south shore of the Columbia River, and consists of the western portion of the island, west of the BNSF railroad tracks and approximately nine miles north of downtown Portland. WHI covers approximately 800 acres and 5.8 miles of Columbia riverfront consisting of vacant land, wildlife habitat, a dredge material handling facility, a City of Portland sewer outfall, right-of-way and electric transmission lines. In-water areas immediately adjacent to WHI are used for barge mooring and log raft storage.
3. WHI is located in unincorporated Multnomah County. Metro brought WHI into Metro's Urban Growth Boundary in 1983 for the expressed purpose of marine industrial land development. In Metro's 1995 2040 Growth Concept Plan, the northern portion of WHI was designated industrial and the southern portion designated as open space. In the 2004 Metro Title 4 decision, all of WHI was designated as Regionally Significant Industrial land and reflected on the updated 2040 growth concept.
4. In 2005 WHI was also identified by Metro as a high value riparian area and as a habitat of concern in the adopted regional inventory of significant natural areas. In consideration of the high urban development value also on the site, WHI received a designation of moderate habitat conservation area in Metro's Title 13 process. The shallow water habitat surrounding West Hayden Island is designated as "critical habitat" for salmonid species listed under the Federal Endangered Species Act.
5. The City has administered land uses on WHI using the Multnomah County zoning ordinance. The current zoning is Multiple Use Forest, MUF-19, with a Significant Environmental Concern (SEC) overlay.
6. The Port purchased WHI in 1994 for expansion of marine industrial facilities after Metro brought WHI into the UGB, in accordance with Metro's responsibility to provide a 20 year land supply for commercial, industrial and residential uses.
7. In the late 1990s, the Port took a number of steps to implement a comprehensive development program for marine facilities at WHI. The Port worked with the City to annex, zone and create a plan district for WHI. In 2000, the Port postponed the annexation, permitting and development planning work.
8. In the summer of 2007, the City began preparation of the Hayden Island Plan (for that portion of the island east of BNSF railroad tracks), which does not include WHI. The Hayden Island Plan was scheduled to coincide with the work on improvements planned for the I-5 corridor across Hayden Island, known as the Columbia Crossing.

9. Given the timing of the Hayden Island Plan and the Columbia Crossing, the City and the Port desire to work collaboratively together on future planning for WHI. The City and Port are initiating a process to annex WHI into the City of Portland and proceed with zoning the land in a manner compatible with Metro's 2040 Growth Concept Plan, Metro Titles 4, 11 and 13, and pertinent city, state and federal policies and regulations contingent upon the work contained in this agreement.
10. Metro Code section 3.07.1330(B)(4)(a), which is part of Title 13 (Nature in Neighborhoods), requires the City to develop a district plan in cooperation with the Port of Portland. The City and Port's objective is to complete the City legislative process for annexation, Comprehensive Plan and Map designation, zoning, and plan district adoption. Longer term, more detailed planning efforts, including any federally required environmental impact analyses, will be deferred until such time as there is a specific proposal.
11. Whereas the Port and the City recognize that the annexation and future development of WHI may have significant social, economic, energy, and environmental impacts, the Port and the City have established a Community Working Group (CWG) as described in Exhibit 2, "Community Working Group Charter."
12. Whereas the City and the Port are embarking on this in a full faith effort to annex and apply appropriate City zoning to WHI, the final decision in this process will be made by the Portland City Council.
13. It is in the City and Port's interest to outline the process and associated costs of the integrated land use planning effort between the City and Port, including work tasks, timelines, expected products and funding mechanisms.
14. The WHI planning process is envisioned as a collaborative effort between the City, Port and regional stakeholders to be conducted within the framework of, and consistent with, state and local land use policies and regulations. The process acknowledges the future importance of WHI in the bi-state regional economy and its importance in the regional ecosystem and open space network. The process will examine creative approaches to addressing annexation, Comprehensive Plan and Map designations, and zoning for future uses.
15. The City and Port acknowledge that decisions made in this process may be controversial. Accordingly, it is in the City and Port's interest that the process be fact-based, and managed in a way that maintains trust among stakeholders and avoids a perception of bias toward a specific outcome.
16. The City and the Port entered into Intergovernmental Agreement No.30000526 effective May 29 2009 (City Ordinance 182856, passed by Council on May 28, 2009). The City and Port have worked collaboratively with the CWG since the original adoption of this IGA. Foundation Studies are nearing completion, and CWG Workshops are scheduled for June 2010. The Parties agree an extension of the IGA would be mutually beneficial and allow for a more meaningful resolution of CWG deliberations.

TERMS AND CONDITIONS

1. GENERAL AGREEMENT

This Agreement outlines the work the Parties will undertake to bring forward to the City Council a proposal to annex, zone and create a plan district for WHI using a City legislative annexation process. Included is a description of the work program and tasks that the City will undertake and the portion of the planning costs that will be reimbursed by the Port.

The City Council, through resolution in July 2010, will direct staff on whether to continue planning for a mix of land uses on West Hayden Island. The Parties agree that the Port and the City reserve the right to terminate this agreement upon issuance of the City Council resolution. If the Port terminates the agreement before August 1, 2010, the City agrees it will not seek re-imbursement for any costs incurred after July 1 2010 (see Section 4.C and 4.D below).

The City and Port agree that while the Port is paying for a portion of the costs associated with this work, there is no guarantee that any or all of the work product will be adopted by the City Council, or the Port Commission, or adopted in the form recommended by the Planning Commission to the City Council.

2. CITY RESPONSIBILITY

- A. The City agrees to work collaboratively with the Port in an ongoing planning process, as described in Exhibit 1, "Work Program for Integrated Port and City West Hayden Island Annexation, Zoning and Planning." The planning process will include a public outreach component and solicitation of input from stakeholders as described in Exhibit 1. This will include a Community Working Group (CWG) as described in Exhibit 2, "Community Working Group Charter". The process will have a facilitator jointly selected by both the Port and the City for the planning process.
- B. Consistent with the applicable state, regional and local annexation procedures, the Bureau of Planning and Sustainability (BPS) will prepare and present a proposal to City Council to annex, zone and create a plan district for WHI. BPS will produce a written plan/report and documentation consistent with the project purpose described in Exhibit 1. BPS will coordinate with the Portland Bureau of Transportation (PBOT) as necessary to provide required transportation planning findings. The PBOT work plan is as outlined in Exhibit 3, Interagency Agreement between Portland Bureau of Transportation and Portland Bureau of Planning and Sustainability for the West Hayden Island Land Use Planning Process (hereafter referred to as the PBOT Agreement). PBOT anticipates completing tasks 1 through 4a of the PBOT agreement in FY 09/10 and the remaining tasks in FY 10/11.
- C. BPS will contract with the facilitation, marine economic, and environmental consultant(s) described in Exhibit 1. The purpose of these consultant contracts is to provide third-party meeting facilitation for the CWG, and provide foundational information to support the WHI concept plan development and annexation process. The consultant(s) selected must meet minimum qualifications established jointly by the City and Port, including experience commensurate with the specific scope of work. The consultant(s) shall be selected by the City with Port and CWG input, using City procurement processes. Consultant reports managed by the City will be submitted to the Port for initial review and check for accuracy. This review will be limited to confirming that reports have been completed according to the identified scope of work, are accurate and meet generally accepted professional standards.
- D. The City will participate in a Coordinating Committee as described in Exhibit 1.
- E. Notwithstanding Section 2.B above, nothing in this Agreement is intended to commit the City to annex WHI, limit or prohibit the City from initiating changes to the *Zoning Code*, or predetermine the outcome of any annexation proceedings or legislative land use proceedings concerning WHI in accordance with the law.

3. PORT RESPONSIBILITY

- A. The Port agrees to work collaboratively with the City in an ongoing annexation and planning process, as described in Exhibit 1 to the Agreement per Metro Title 13. The

- B. The Port will participate in the CWG and in a Coordinating Committee as described in Exhibit 1.
- C. The Port will provide studies, expertise, baseline information and data to BPS at the request of the City and/or CWG to complete all phases of the foundation studies and the legislative land use process.
- D. The Port's goal is to create a WHI Plan District that allows for marine industrial and open space land use designation consistent with the Port's mission, state, regional and local land use policies and regulations. Nothing in this Agreement is intended to be construed as Port approval of a specific annexation, comprehensive plan and map designation, zoning or plan district of its property on WHI. The Port reserves all rights to object to City Council determinations regarding planning for WHI and/or to withdraw its consent to annex WHI.

4. PAYMENT

The Port agrees to reimburse the City for certain reasonable costs associated with the City's management and staffing of the annexation and planning process in the amounts and on the terms specified in this Agreement and based on the work scope as outlined in Exhibit 1.

FY 2008/2009 and 2009/2010

- A. Staff Time and Materials. The Port agrees to reimburse the City for its actual cost of salary and benefits for staff time spent on the WHI annexation project for the following specific staff: one full time Senior planner; one full time City Planner 2; and additional assistance from environmental planning staff, PBOT planning staff, graphics staff, and communications staff. The total amount reimbursed by the Port for all staff and materials will not exceed \$245,000, for the City's FY 08/09 and FY 09/10.
- B. Foundation Studies. The Port agrees to reimburse the City for facilitation, economic, and environmental consultant work not to exceed \$195,000 during the City's FY 2009/10, based on mutually developed work scopes that have been informed by the CWG discussion.

FY 2010/2011

- C. Staff Time and Materials. The Port agrees to reimburse the City for its actual cost of salary and benefits for staff time spent on the WHI annexation project for the following specific staff: one full time Community Outreach and Information Representative; one full time City Planner 2; and additional assistance from environmental planning staff, PBOT planning staff, graphics staff, and communications staff. The total amount reimbursed by the Port for all staff and materials in the City's FY 2010/11 will not exceed \$251,000.
- D. Follow-up to Foundation Studies. The Port agrees to reimburse the City for facilitation and external consultant services not to exceed \$71,000 during the City's FY 2010/11, based on mutually developed work scopes that have been informed by the CWG discussion.

- E. The Port agrees to reimburse the City for tasks identified in the PBOT Agreement. The amount of that reimbursement will be counted against the not to exceed limits stated in paragraphs A through D above. The PBOT Agreement identified expected apportionment of those tasks to FY 2009/10 and 2010/11.
- F. The Port will not pay for sick time, holidays, and vacation. The City will not bill the Port (and the Port will not pay) for any time the WHI planning staff spends working on any other project or administrative work. Within the budgetary limits described above, the Port also agrees to reimburse the City for materials costs such as printing the plan, copies of materials discussed at project-related meetings, and incidental costs related to CWG meetings. The Port will be billed monthly, in arrears, and will have thirty (30) days to pay the invoice. Each invoice will be accompanied by time recordings, in a form acceptable to the Port, showing the planning hours worked by planning staff exclusively on the Port's project.

5. COMMUNICATIONS

All formal communications and notices relating to the administration of this Agreement shall be directed to the following persons:

Port of Portland – Susie Lahsene
Bureau of Planning and Sustainability – Eric Engstrom

6. TERM

This Agreement shall be effective upon execution by both Parties and will terminate on July 31, 2011. The Parties may extend the term of the Agreement by mutual written agreement.

7. TERMINATION

Any one of the Parties may terminate this Agreement without cause with 30 days written notice to the other Party. In the event of termination, the City shall invoice the Port for work performed through the date of termination and the Port shall pay in accordance with paragraph 4. The CWG will report their progress to City Council in June and/or July 2010. Based on this progress report, the City Council will advise the project staff on whether to continue planning for a mix of land uses on West Hayden Island. This advice will take the form of a resolution. The Parties specifically acknowledge that the Port and the City reserve the right to terminate this agreement. If the Port terminates the agreement before August 1, 2010, the City agrees it will not seek re-imbursement for any costs incurred after July 1 2010 (see Section 4.C and 4.D above).

8. AMENDMENTS

This Agreement and its terms and conditions may be amended by mutual written agreement of the Parties. Amendments shall be valid only when reduced to writing and signed by both Parties. Any amendment to this Agreement will incorporate a detailed schedule and budget for reimbursable costs incurred by the City, as described in Paragraph 4 above.

9. LAWS GOVERNING

This Agreement shall be construed and governed, in all respects, in accordance with the laws of the State of Oregon. Should any portion of this Agreement or any amendments thereto be adjudicated by a court of competent jurisdiction to be in violation of any local, state, federal law or regulation, then such portion or portions shall become null and void,

and the parties may terminate this Agreement or they may agree to promptly renegotiate the Agreement to bring this Agreement into compliance with said laws.

10. MEDIATION

The Parties intend that this IGA will be used as a tool toward achieving their mutual goal of annexation, Comprehensive Plan and Map designation and a Plan District for WHI. In the event, however, that either the City or the Port believes that there is a conflict that cannot be resolved through this joint working process, either Party may request a review of issues by the Mayor and Executive Director of the Port, which may include mediation.

10. ENTIRE AGREEMENT

This Agreement, including Exhibit 1 and Exhibit 2, contains the entire agreement between the two Parties and supersedes any and all other agreements, written or oral, expressed or implied, pertaining to the subject matter hereof.

APPROVED BY:

CITY OF PORTLAND

PORT OF PORTLAND

By: _____
Sam Adams, Mayor

By: _____
Bill Wyatt, Executive Director

Date: _____

Date: _____

By: _____
LaVonne Griffin-Valade, Auditor

Approved as to form:
COUNSEL FOR THE
PORT OF PORTLAND

Date: _____

By: _____

Approved as to form:
CITY ATTORNEY

By: _____
Linda Meng, City Attorney

Date: _____

EXHIBIT 1

Revised Work Program for Integrated Port and City West Hayden Island Annexation, Zoning and Planning

Project Purpose:

The City of Portland is leading a process to consider how marine industrial, habitat, and recreational uses might be reconciled on West Hayden Island; and, if that mix of uses is possible on WHI, to determine a preferred concept plan.

The project will include consideration of annexation, Comprehensive Plan designation and map changes, zoning and plan district designations for WHI, consistent with statewide planning goals, statutes, and state, regional and local regulations. There will be stakeholder involvement and a public outreach program.

It is envisioned that the eventual WHI Plan District will establish the zoning for the property and allowed uses. The WHI Plan District is intended to provide a decision-making framework for future review of specific proposals. The WHI Plan District will not provide immediate authorization for specific development at this time, and therefore no state or federal permit applications will be part of this process.

Objectives:

1. Produce a long term vision and long-range plan for West Hayden Island that will serve as a foundation for an annexation decision.
2. Define desired types of industrial development, recreational use, and/or environmental restoration opportunities.
3. Define a street plan, land use and open space concept plan.
4. Identify needed infrastructure improvements and a strategy for phasing public and private investment to support the recommended vision or address deficiencies to serve existing development.
5. Identify future actions and policies that will enhance the quality of and facilitate further development of the recommended West Hayden Island vision.

Revised Work Plan Organization

In order to undertake the following West Hayden Island work plan there will be different groups with different roles responsible for ensuring a collaborative process between the City, the Port and the stakeholders that meets the planning timelines of both the City and the Port. The groups are as follows:

- A. **Facilitator:** An independent facilitator will be hired by the City as a process manager to assist the Coordinating Committee (CC), Community Working Group (CWG), and Technical Advisory Group (TAG), facilitate CWG meetings and help structure and run other aspects of the citizen involvement program. This person will report to and work with the Coordinating Committee.
- B. **Coordinating Committee (CC):** The CC will at a minimum be comprised of a Principal Planner from the Bureau of Planning and Sustainability; the Watershed Division Manager from the Bureau of Environmental Services; and the Senior Manager, Transportation and Land Use Policy, Associate Planner and the Community Affairs Manager, Port of Portland. This committee will meet regularly to coordinate with the facilitator to schedule the work of CWG and TAG and determine the timing of the information brought before the committee. The CC is also responsible for sharing information with and requesting input from the various City bureaus, Port departments and appropriate regional, state, and federal agencies.
- C. **Community Working Group (CWG):** The City and the Port will jointly form a citizens planning advisory group to advise both the Port's long range planning process for WHI and the City's legislative land use planning processes. The CWG will generally represent the interests of the potential stakeholders of West Hayden Island. The CWG will review project studies and reports, make recommendations to the staff and the Planning Commission, City Council and Port Commission at milestone stages in the process.
- D. **Technical Advisory Pool (TAP):** The City will form a technical advisory group to advise the City, Port and CWG on technical information necessary to undertake the work plan as described below. The TAP will provide baseline information to project consultants and review draft documents for technical completeness.
- E. The City and Port will review CWG membership and participation during the month of July 2010, and recommend any changes in CWG membership to the Mayor by August 1 2010. Any changes to the membership roster will be made by September 1, 2010. The Coordinating Committee will review TAP membership and participation during the month of July 2010, and implement any changes to the membership by September 1, 2010.

Revised Work Plan and Target Timeline for West Hayden Island Annexation

NOTE: The start and end dates are estimates that appear to be reasonable at the time this IGA was approved. Due to the many variables inherent in these studies and programs, the dates may vary considerably from these estimates. The City and the Port agree to make a good faith effort to initiate these studies and programs approximately as indicated on this exhibit. Tasks that are completed as of the date of this amended agreement are noted as COMPLETE.

Task	Brief Description	Estimated Start Date	Estimated End Date	Deliverable	Responsible Party (ies)	Other Involved Party (ies)
Project Start-up and Management	Prepare request for proposals, recruit and select facilitation consultant	July 2008	August 2008	Consultant Contract COMPLETE	City and Port	
	Finalize project scope and structure	December 2008	May 2009	Signed IGA COMPLETE	City and Port	
	Form Community Working Group and Technical Advisory Group	January 2009	February 2009	Members recruited and confirmed COMPLETE	City and Port	
	Ongoing project and consultant management	September 2008	Throughout project		City	
Initial Studies, Work Scopes and Technical Analysis Review	Hold initial meetings of CWG. Facilitator explains regulatory framework to CWG members and establishes roles and ground rules.	February 2009		CWG Charter COMPLETE	Facilitator	
	Develop scope of work and initiate the economic study. This study will include a forecast of marine industrial needs, and is one component of the overall technical evaluation for Goal 9	March 2009	July 2009	Consultant contract with City COMPLETE	City and Port	Facilitator will lead discussions to solicit input on scope of work from CWG and TAP

Task	Brief Description	Estimated Start Date	Estimated End Date	Deliverable	Responsible Party (ies)	Other Involved Party (ies)
	requirements.					
	Develop scope of work and initiate the environmental study.	March 2009	September 2009	Consultant contract with City COMPLETE	City and Port	Facilitator will lead discussions to solicit input on scope of work from CWG and TAP
	Review Draft Reports and Finalize Reports	September 2009	May/June 2010	Draft and final consultant reports and summary of conclusions	City and Port review draft reports	Draft reports presented to CWG Facilitator leads discussions with CWG members to solicit input on drafts. Consultant to finalize reports based on direction from City and Port.
	PBOT Background Research (tasks 1 through 4a of PBOT/BPS IA)	January 2010	June 2010	Technical Memorandum	City (PBOT)	
Define Concept Plan Objectives, Evaluation Factors and Program Needs						
	Develop goals and objectives statement for the concept plan	May 2009	June 2009 COMPLETE	Agreed goals and objectives statement	City and Port	CWG discussions with Facilitator
	Review existing conditions	April 2009	June 2009 COMPLETE	Agreed baseline information	City and Port	CWG and TAP discussions with Facilitator
	Develop a program statement for marine facility functions, open space and recreational	July 2009	October 2010	Agreed program statement	City and Port	CWG discussions with Facilitator

Task	Brief Description	Estimated Start Date	Estimated End Date	Deliverable	Responsible Party (ies)	Other Involved Party (ies)
	areas					
	Develop evaluation factors to be used to assess the impacts of plan alternatives based on Economic, Social, Environmental and Energy (ESEE) analysis approach	September 2009	November 2009	Agreed evaluation factors COMPLETE	City and Port	CWG, and TAG discussions with Facilitator
Concept Plan, Alternatives,	Develop and evaluate up to three concept plan alternatives to illustrate the range of possibilities	September 2009	November 2010	Concept plan alternatives	City	Facilitator leads discussions to solicit input from CWG, Port and TAP
	Review the range of concept plans with the CWG, TAG and the public	October 2009	November 2010	Final concept plans	City	Facilitator leads discussions to solicit input from CWG, Port and TAP and community conversation
	PBOT Analysis of alternatives (tasks 4-6 of PBOT/BPS IA)	July 2010	November 2010	Technical Memorandum	City	Input as needed from TAP
	Undertake more detailed analysis, including ESEE, of specific topics as required to supplement or support concept plan	October 2009	November 2010	Draft ESEE and agreed reports as needed	City and Port	Input as needed from TAP,
	Based on this review, develop a single draft concept plan	November 2009	December 2010	Draft concept plan	City and Port	Facilitator leads discussions with CWG to solicit input
	Review the draft concept plan, including ESEE	December 2009	December 2010	Community Outreach Effort	City and Port	CWG, TAP
	Produce a final concept	January 2010	January 2011	Final Concept	City	CWG, Portland TAP

Task	Brief Description	Estimated Start Date	Estimated End Date	Deliverable	Responsible Party (ies)	Other Involved Party (ies)
	plan and ESEE report			Plan and ESEE		
	Review concept plan and ESEE with Planning Commission	February 2010	March 2011	Final Concept Plan and ESEE presentation to Planning Commission	City and Port	CWG
Plan District and Annexation	Develop draft plan district text	January 2011	March 2011	Draft plan district	City	Present draft plan district to CWG, Port and TAP with facilitator
	PBOT Analysis and transportation findings (Tasks 7 through 9 of PBOT/BPS IA)	December 2010	July 2010	Written findings	City	
	Community Outreach on Plan District	January 2011	April 2011	Public Open Houses	City	
	Planning Commission hearing and decision	April 2011	May 2011	Final plan district and annexation plan presentation to Planning Commission	City	Port and CWG
	City Council hearing and decision	June 2011	July 2011	Final plan district and annexation plan report to City Council	City	Port and CWG

EXHIBIT 2

COMMUNITY WORKING GROUP CHARTER

Background

West Hayden Island is currently located in unincorporated Multnomah County, zoned Multiple Use Forest 19 (MUF19). Since 1996, the City of Portland, through intergovernmental planning agreements with Multnomah County, has regulatory authority over planning activities related to the property. In order to determine the urban status for the property and establish use and development regulations to guide future development, the City of Portland with the Port of Portland will need to prepare an area plan that applies the City of Portland Comprehensive Plan and Zoning designations to the property to become effective upon annexation.

As part of all planning processes the City of Portland must balance potential future uses against the Oregon Statewide Planning Goals, the Metro Urban Growth Management Functional Plan (UGMFP), and the City of Portland Comprehensive Plan Goals and Policies. In 1983, West Hayden Island was brought into the Urban Growth Boundary for marine industrial land use purposes. WHI is designated as Marine Industrial Land on the Metro 2040 Growth Concept Map and as a Regionally Significant Industrial Area on the Title 4 map. WHI is also identified by Metro as a high value riparian area and a Habitat of Concern in the regional inventory, and as a Moderate Habitat Conservation Area in Title 13

It is the City of Portland's intent to honor and address these plan designations for West Hayden Island. The City's existing policy is for West Hayden Island to be a significant asset for both its industrial and natural resource values.

Charge

The charge of the CWG is to advise City Council on how marine industrial, habitat, and recreational uses might be reconciled on West Hayden Island; and, if the CWG determines that a mix of uses is possible on WHI, to recommend a preferred concept plan.

The City is seeking the advice of a Community Working Group to determine how these diverse designations and policies might be reconciled to achieve both marine industrial and natural resources benefits.

Roles

The WHI CWG:

- Advises on the scope of foundation studies
- Participates in consultant selection
- Interacts with the consultant during the conduct of the foundation studies and participates in
- review of the studies
- Advises on development of the plan for West Hayden Island:
 - Principles and goals
 - Criteria for evaluation of concepts
 - Evaluation of alternatives
 - Preferred option(s)
- Advises on the requirements and standards that will guide future development activities.

Officers

The WHI CWG will be led by a Chair appointed by Mayor Sam Adams. The chair will assist the Coordinating Committee and the facilitator to develop agendas for the CWG deliberations, and will serve as spokesperson for the group when presenting findings to the Port and Planning Commission and City Council.

EXHIBIT 3

INTERAGENCY AGREEMENT
Between
Portland Bureau of Transportation
And
Portland Bureau of Planning and Sustainability
For the
West Hayden Island Land Use Planning Process

This Interagency Agreement (“Agreement”) is made and entered into by and between the **City of Portland, Bureau of Planning and Sustainability** (“BPS” or “Bureau”) and the **City of Portland, Bureau of Transportation** (“PBOT”).

RECITALS

1. PBOT, as the transportation agency of the City of Portland, has responsibility for planning, improving, and maintaining the transportation system within Portland. PBOT also coordinates with regional and state transportation agencies as appropriate.
2. BPS is responsible for long range planning for the City of Portland. BPS is currently leading an 18 month planning process to create a plan district and annex West Hayden Island (WHI) into the City of Portland. Funded by the Port of Portland, the WHI planning process is a public collaborative effort between the City of Portland, the Port and regional stakeholders to create an integrated long-range development plan for West Hayden Island.
3. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.
4. These services are identified in the Intergovernmental Agreement between the City of Portland and Port of Portland titled “West Hayden Island (WHI) Land Use Approvals Work Program and Tasks” dated May 28, 2009 and adopted by the Council of the City of Portland pursuant to Ordinance No. 182856.

SCOPE OF WORK

PBOT will provide the following services and/or perform the following tasks for the Bureau of Planning and Sustainability for the West Hayden Island project.

- Task 1. Project coordination and management. Attend project team meetings, Community Working Group (CWG) meetings, including a CWG 1-2 day workshop and Technical Advisory Pool meetings as requested. Provide regular briefings for PBOT senior staff, relevant work units within PBOT and the Mayor and his staff. Provide WHI project updates to the City’s CRC Technical Advisory Committee.

- Task 2. Research and background information. Compile technical and policy reports, base data and information from previous Port of Portland (Port) studies of WHI, the Columbia River Crossing (CRC) project and other sources that are relevant to WHI.
- Task 3. Transportation analysis coordination. Meet with David Evans and Associates (DEA) staff to determine specific assignments of DEA and PBOT to conduct the transportation modeling and analysis work as outlined in Task 4. Provide oversight of DEA of their preparation of a technical memo that responds to Community Working Group questions (attached as Appendix A) and summarizes the transportation analyses and findings conducted as part of the Hayden Island Plan. PBOT and DEA will confirm the scope of the CWG questions with the City and CWG prior to start of the analysis. DEA will present the key findings from their Technical memo at an upcoming CWG meeting to be confirmed by City Staff.
- Task 4. Transportation modeling and analysis.
- A. Develop a transportation model of existing and future base conditions for WHI and its study area.
 - B. Run the model for a “highest impact development” scenario and “mitigation assessment” scenario for WHI. By mutual agreement of the Port, BPS and PBOT these two scenarios may be modified. Prepare a technical memo that summarizes findings in narrative form supported by data and graphics. This work will be undertaken in coordination with the Port providing truck trip distribution assumptions and a traffic consultant providing intersection level impact analysis.
- Task 5. Transportation policy assessment. Prepare a transportation staff report that addresses State Transportation Planning Rule compliance findings and adoption requirements and specifies proposed Transportation System Plan amendments.
- Task 6. Transportation infrastructure assessment. Review WHI street plan proposals and infrastructure cost information prepared by the Port and confirm this information or, if needed, recommend modifications. Prepare a technical memo that outlines order of magnitude maintenance and life cycle costs of infrastructure that may become City assets.
- Task 7. Comprehensive Plan and Zoning Code amendments. Assist BPS staff in preparing amendments to the *Comprehensive Plan* Policies and Objectives related to West Hayden Island. Assist BPS staff in the creating a Plan District and associated codes to implement the policy amendments.
- Task 8. Design Workshops. Participate in a series of design workshops with City and Port staff to elicit feedback from the public and regional stakeholders on different concept plans for WHI. This work includes preparation for the workshop including technical information as requested and coordination with other work units within PBOT.

Task 9. Public hearings and adoption. Assist BPS staff in preparing hearing staff reports and materials. Attend public hearings before the Planning Commission and City Council and provide responses and information on transportation issues at the hearings.

The duties and/or timeline described in the scope of work above can be modified with the agreement of the Port, BPS and PBOT.

The parties agree as follows:

The Bureau of Planning and Sustainability authorizes a project budget for PBOT in an amount not to exceed \$32,000 in performance of the tasks identified above. BPS will reimburse PBOT for eligible and appropriate staff charges to this project. PBOT will track its expenses in SAP under cost object 7TRPNDP00020 which settles to BPS' SAP cost center PNDP000001. It is estimated that for FY 2009-10, staff expenses to perform Tasks 1 through 4a (Effective January 1, 2010 through June 30, 2010) will not exceed \$13,000. It is expected that the remaining tasks will be performed in FY 2010-11 and that PBOT staff expenses for these tasks will not exceed \$19,000.