

## Exhibit A

### **Intergovernmental Agreement for Administration of the Countywide**

#### **Transportation Development Tax (TDT) and Transportation Impact Fee (TIF)**

This Agreement is between Washington County, a political subdivision of the State of Oregon (County) and the City of Portland, a municipal corporation (City), and is executed pursuant to and under the authority of ORS 190.010.

#### I. Recitals

1. On November 4, 2008, the electors of Washington County approved Ordinance No. 691-A, amending the existing countywide Transportation Impact Fee (TIF) and known as the Transportation Development Tax (TDT). The TDT is codified at Chapter 3.17 of the Washington County Code (WCC).

2. Ordinance 691-A, as amended by the Washington County Board of County Commissioners, took effect July 1, 2009. The TIF will remain in effect prior to that date for all development, and after that date for certain developments as stated in Ordinance 691-A, as amended. For purposes of this Agreement, all references to the TDT will include both the TIF and the TDT.

3. Pursuant to WCC 3.17.120, City filed with County an ordinance accepting responsibility for administration of the TDT within the corporate limits of the City, and the parties have prepared this Agreement setting forth administrative and funding procedures to ensure uniform and fair application of the TDT.

In consideration of the mutual promises and covenants herein, the parties agree as follows:

#### II. Terms

1. City shall administer the TDT in accordance with Ordinance 691-A, as amended, and as it may be subsequently amended from time to time by County. In addition, the parties shall comply with the current version of the TDT Procedures Manual. Notwithstanding this provision, each party may make such minor modifications to the forms and procedures as are necessary to accommodate its administrative, data processing, and record keeping systems, provided that it coordinates such changes with the other party.

2. It is recognized that issues raised on an appeal of a discretionary decision of the director, as provided in WCC 3.17.150(B), may have ramifications on the overall administration of the TDT. City shall not object to County seeking party status on any appeal that the County finds has such potential impacts. Each party hereto shall vigorously and conscientiously defend its actions with respect to the TDT to the extent resources allow.

3. The Washington County Coordinating Committee (WCCC) is hereby designated as the body responsible for reviewing and making recommendations on the expenditure of TDT funds. The purpose of this review shall be to promote coordination of expenditures so as to encourage the completion of projects recognized as priorities by the committee and to minimize inefficiencies in the construction of improvements. To that end, the parties shall obtain review and approval of the WCCC prior to authorizing any expenditure of TDT revenues for a public improvement.

Exhibit A

4. County shall consult with City and provide at least thirty (30) days for input from City prior to adoption of any amendments to the TDT ordinance.

5. City and County will consult with one another, and notify the WCCC prior to adopting or modifying any System Development Charge for transportation facilities.

6. County will prepare a combined Countywide Annual Accounting for the TIF and TDT funds as required by ORS 223.311. City shall provide timely and complete information to County for purposes of this report. County will provide a copy of the Countywide Annual Accounting to City

7. In accordance with WCC 3.17.120 and the resolution or ordinance adopted by City, City accepts full responsibility for proper administration of TDT within its city limits in accordance with Ordinance 691-A, as amended, and this Agreement, including for any fund deficiencies notwithstanding any termination of City administration.

8. County may terminate City administration of TDT if County finds that City has failed and refused to administer TDT in accordance with the Code and this Agreement. County shall provide City 90 days' written notice of termination specifying the basis therefor. Such notice shall provide City with a minimum of 30 days in which to correct the identified deficiencies. If County finds that the deficiencies have been corrected, the termination shall be rescinded. If requested in writing by City within 45 days of mailing of the initial notice, the Washington County Board of Commissioners shall conduct a public hearing at which City and interested parties may appear and present evidence as to why termination should not occur. The decision of the Board shall be appealable as provided in ORS 34.001 to 34.100.

9. City may terminate this Agreement unilaterally upon 90 days' written notice to County. In accordance with WCC 3.17.120, termination shall transfer administration of TDT, and use of TDT proceeds, to County.

10. The parties agree to work cooperatively and in good faith to ensure uniform, fair and efficient administration of TDT. This obligation shall include such steps as are necessary to ensure a smooth transition in the event of termination for any reason.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

City of Portland

Washington County

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney