

Exhibit A

**DETAILED CITY WORKPLAN
AMENDMENT NO. 5 TO INTERGOVERNMENTAL AGREEMENT**

This **DETAILED CITY WORKPLAN AMENDMENT NO. 5 TO INTERGOVERNMENTAL AGREEMENT** ("Amendment No. 5") is made and entered into between **THE PORT OF PORTLAND**, a port district in the State of Oregon ("Port"), and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon ("City") effective _____, 2010 ("Effective Date").

RECITALS

A. The Port and City are parties to that certain Intergovernmental Agreement Portland International Airport ("PDX") Land Use Approvals Work Program and Tasks dated December 3, 2004 and adopted by the Council of the City pursuant to Ordinance No. 178814 that outlines the roles and responsibilities of the parties with respect to future planning activities for PDX, as amended by Agreement Amendment No. 1 dated October 1, 2006, regarding Port reimbursement of the City for the salary and benefits of one senior planner, as amended by Amendment No. 2 dated July 11, 2007, regarding a detailed work scope for the City and costs that will be reimbursed by the Port, as amended by Amendment No. 3 dated August 5, 2008, regarding Port reimbursement for forecast peer review, as amended by Amendment No. 4 dated June 30, 2010, regarding additional time required to complete the adoption phase of Airport Futures ("Agreement").

B. This Amendment No. 5 is made pursuant to Section 4 of the Agreement to reflect additional funding required for City staff to complete the adoption phase of the Airport Futures project and to reflect the Port's agreement to reimburse the City for the additional work. This additional work will include reimbursement on a part-time basis of a Senior Planner in the Bureau of Planning and Sustainability("Planning Office") along with those other costs contained herein.

**IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED
HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. SECTION 4 (COMPENSATION) OF THE AGREEMENT IS AMENDED TO
READ:**

Pursuant to and subject to the limitations set forth in Sections 3 and 4 of the Agreement the Port hereby agrees to reimburse the City for actual costs incurred by the City pursuant to the Detailed City Work Plan. The estimated amount of the actual cost to complete those tasks identified on the Detailed City Work Plan is NINE HUNDRED AND SEVENTY ONE THOUSAND, FIVE HUNDRED AND FIFTY EIGHT DOLLARS AND NO CENTS (\$971,558.00). The Port's obligation to reimburse the City pursuant to this Agreement is strictly subject to Federal Aviation Administration ("FAA") Revenue Diversion regulations and FAA approval. Any deviation from the Detailed Work Plan greater than ten percent (10%) in terms of hours or costs will be subject to good faith negotiation between the City and the Port before the Port is obligated to make reimbursement pursuant to this Agreement.

The City will bill the Port quarterly in arrears, and the Port will pay the undisputed amounts of each invoice within thirty (30) days following its receipt. Each invoice will be accompanied by time recordings, in a form acceptable to the Port, showing the hours that the City staff worked

exclusively on the Port's project and detailing the work performed in accordance with the Detailed City Work Plan. The Port will additionally reimburse the City for the sick, holiday, and vacation leave expenses paid by the City for one City employee dedicated to this legislative land use planning project: Planning Office Senior Planner (as set forth in Recital B). The Port will pay the hourly rate only for the Planning Office Senior Planner and for the time worked that is necessary for adoption of the Airport Futures package as documented by the monthly invoice. The Port will not be invoiced and will not pay for any City staff time spent working on matters other than those described on the Detailed City Work Plan. In the event of legal challenges related to Airport Futures, the City and Port agree to meet to discuss options and strategy.

The Port reserves the right to stop or reduce payment for disputed amounts, and to enter into negotiations with City staff to revise the Detailed City Work Plan to modify the work scope or hours in any significant manner. The Detailed City Work Plan will be reviewed and adjusted annually during the month of June to reflect mutually agreed upon changes, including without limitation, the City's cost of living staff compensation increases. Each revised Detailed City Work Plan shall be approved by the Port Director of Aviation and the City Auditor and will be attached to, and incorporated into the Agreement without further action so long as any annual increase in the reimbursement sum does not exceed the expenditure authority of the Port Director of Aviation.

2. SECTION 5 (TERM) OF THE AGREEMENT IS AMENDED TO READ:

Except as otherwise provided in this Agreement, this Agreement shall be effective upon execution by both parties and will terminate on December 31, 2011. The parties may extend the term of the Agreement by mutual written agreement.

3. EFFECT

Except as specifically set forth in this Amendment No. 5, the terms of the Agreement remained unchanged and in full force and effect.

APPROVED BY:

CITY OF PORTLAND

THE PORT OF PORTLAND

By: _____
Sam Adams, Mayor

By: _____
Bill Wyatt, Executive Director

By: _____
LaVonne Griffin-Valade, Auditor

APPROVED FOR LEGAL SUFFICIENCY FOR THE
PORT OF PORTLAND

APPROVED AS TO FORM

Counsel for the Port of Portland

By: _____
Counsel for City of Portland