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UMATILLA COUNTY
RECORDS

**COOPERATIVE AGREEMENT BETWEEN
CITY OF UMATILLA, UMATILLA COUNTY
AND PORT OF UMATILLA**

City of Umatilla Resolution Number 36-99
 Umatilla County Board of Commissioners Resolution Number BCC 99-10
 Port of Umatilla Resolution Number 99-1

This agreement is entered into on the latest date of signing by the City of Umatilla, an incorporated municipality of the State of Oregon, hereinafter referred to as the "City"; Umatilla County, a political subdivision of the State of Oregon, hereinafter referred to as the "County"; and the Port of Umatilla, hereinafter referred to as the "Port".

RECITALS:

- A. The City, County, and Port are authorized under the provisions of Oregon Revised Statutes (ORS) 190 to enter into intergovernmental agreements for the performance of any functions that the City, County or Port have authority to perform; and
- B. The City and the County have entered into a "Joint Management Agreement" to have coordinated and consistent comprehensive plans which establish an Urban Growth Boundary (UGB) and a plan for the Urban Growth Area (UGA) within the boundary; and
- C. The City, County, and Port share a common concern regarding development and use of Port properties outside of the Umatilla city limits and other identified areas of mutual interest; and
- D. The City, County and Port consider it mutually advantageous to establish this Cooperative Agreement, as provided under ORS 195.020, for the purpose of improved planning coordination and efficiently providing the necessary facilities and services for the Port properties, area residents and businesses.

NOW, THEREFORE, THE CITY, COUNTY AND PORT AGREE AS FOLLOWS:

1. Definitions

Comprehensive Plan – A plan adopted by the City and the County which meets the requirements of ORS 197.015; generally a coordinated land use map and policy statements interrelating all functional and natural systems and activities relating to the use of lands.

Joint Management Agreement – A cooperative planning agreement between the City of Umatilla and Umatilla County which became effective on March 26, 1996, and any amendments or replacements.

Land use Actions – Land Use and Limited Land Use Decisions defined by ORS 197.015; generally a decision by the City and the County applying standards of the Comprehensive Plans or land use regulations to particular pieces of property. Examples include; variances, conditional use permits, partitions, subdivisions, planned unit developments, road dedications and vacations, and amendments to the zoning map for specific properties.

Land Use Board of Appeals (LUBA) – the appellate body designated by state statute to review land use actions on appeal by an affected party.

Land Use Regulation – County or City zoning ordinances, subdivision ordinances adopted under ORS 92.044 or 92.046, or similar ordinances establishing standards for implementing the comprehensive plan. For the purpose of this agreement, substantive provisions of land use regulations shall be those sections of the ordinance establishing outright uses, conditional uses and zone requirements such as minimum lot sizes, the zoning map, and design standards for required improvements.

Port Property – All property owned by the Port of Umatilla located in what is commonly known as the McNary Site as shown in Attachment A.

Public Facilities Plan – A document developed pursuant to OAR-660-11-00 which is a part of the City and/or County's Comprehensive Plan and which describes the location of existing public facilities, such as water, sewer and transportation facilities, and their future extension to areas of new growth.

Urban Growth Area (UGA) – That unincorporated area between the city limits and the Urban Growth Boundary in which urban services and facilities can be extended and development at urban intensity and density will occur (see Attachment A).

Urban Growth Boundary (UGB) – A mutually agreed upon line, identified in both the City and county comprehensive plans, which delineates the outer extent of the UGA and the limits of urban growth (see Attachment A).

2. Coordination of Comprehensive Planning and Development

2.1 Relationship to the Joint Management Agreement

The coordination provisions of Section 2 – Coordination of Comprehensive Planning and Development, in the Joint Management agreement between the City and the County shall be followed regarding any planning coordination called for by this agreement.

2.2 Periodic Review and Comprehensive Plan and Regulatory Amendments

Periodic Review and amendments to the City or County Comprehensive Plan text, land use regulations or map(s) shall be enacted in accordance with the procedures established in the Joint Management Agreement.

2.3 Notification of the Port

The City and County shall notify the Port according to established ordinance requirements for providing notice to affected property owners about Comprehensive Plan or land use regulation amendments and land use actions.

2.4 Opportunity for Appeal by the Port

If the Port participates in a City or County decision regarding a comprehensive plan or land use regulation amendment or land use action through providing written or oral comments at a public hearing, the Port has the right to appeal the final decision of the City or County to the Land Use Board of Appeals, in accordance with the appeals process specified by City or County ordinance, applicable state statute or administrative rule.

2.5 Public Facility Plan

2.5.1 The City shall have the lead responsibility for preparing a public facility plan for the UGA for water, sewer and storm drainage facilities as set forth in OAR 660-11-015. The County shall have the lead responsibility for preparing the transportation element of the Public Facilities Plan for the UGA.

2.5.2 The City and County shall notify the Port prior to initiating the process to create the public facilities and transportation elements of the plan. The City and County shall give the Port the opportunity to participate in the development of these plans as well as the opportunity to review and comment on the proposed plans.

3. **Responsibilities for Public Facilities and Services**

3.1 City of Umatilla

City responsibilities include:

3.1.1 Domestic water treatment, water distribution system and setting user rates and charges.

3.1.2 Sanitary sewer treatment, collection system and setting user rates and charges.

3.1.3 Street maintenance for those streets that have been accepted by the City.

3.1.4 Police services

3.2 Umatilla County

County responsibilities include:

- 3.2.1 Public roads outside the city limit and public streets that have not been accepted by the City.
- 3.2.2 Sheriff services outside the city limit.
- 3.2.3 Chemical Stockpile Emergency Preparedness Program

3.3 Port of Umatilla

Port responsibilities include:

- 3.3.1 Regional water system to the City of Hermiston.
- 3.3.2 McNary Well No. 1 which is located on the Port property.
- 3.3.3 Private streets and driveways on the Port property.

4. City Services and Annexation

4.1 City Services

The City, at its option and on its terms, may extend domestic water or sanitary sewer facilities and services to any Port property within the UGA.

4.2 Annexation

Annexation of a Port property shall be in accordance with relevant methods and procedures in the ORS and City ordinances. After annexation, the City shall amend its plan and zoning maps, if necessary, to include the annexed properties and, unless plan and zone map amendments are processed simultaneous with the annexation, it shall assign plan and zoning designations that most closely approximate the County's prior to annexation.

4.3 City Addresses

Within one (1) year following annexation property (situs) addresses shall be converted to the City addressing system.

5. Exchange of Information

5.1 City Information

The City will provide access to available information to the County and Port concerning economic growth, building activity, and population trends and projections; location and characteristics of areas intended for future development; capital improvement plans; planned transportation improvements; opportunities for joint development or use of sites; and availability of public services.

5.2 County Information

The County will provide access to available information to the City and Port concerning economic growth, building activity, and population trends and projections; location and characteristics of areas intended for future development; capital improvement plans; planned transportation improvements; opportunities for joint development or use of sites; and availability of public services.

5.3 Port Information

The Port will provide access to available information to the City and County concerning service needs; level of use; new site acquisitions; facility needs; availability of facilities for community use; and planned construction or closure of facilities.

6. **Planning, Public Facilities and Maintenance of Joint Interest**

The City, County and Port have identified planning, public facilities and maintenance issues that are of common concern to all three parties.

6.1 Public Water Service

The parties recognize the need to work cooperatively to provide domestic water for existing development and future growth within the UGB and the Port property. The City shall continue to be responsible for the domestic water system and treatment within the UGB. To help provide the necessary supply of water to serve future development in the UGB and the Port property, the Port will work with the City to evaluate the feasibility of making the Port's water sources available for the City's water system.

6.2 Public Sanitary Sewer Service

The City and Port will work closely together to ensure that adequate sanitary sewer services will be available to meet future development demands within the UGB and the Port property.

6.3 Amendment of the UGB

The parties agree to the importance of including all of the Port property within the UGB. The City, County and Port will cooperate in preparing the necessary information, findings and public testimony to justify an amendment of the UGB that includes all of the Port property.

Review, Amendment, Conflict Resolution, Severability, Termination of Agreement

7.1 Scheduled Reviews of the Cooperative Agreement

The City, County and Port agree to jointly review this agreement every five (5) years to evaluate the effectiveness of the processes set forth, address new matters of state law, changed conditions within the UGB or amendments to the Joint Management Agreement.

7.2 Amendments to the Cooperative Agreement

This agreement may be amended by initiation of any party to the agreement following the procedures outlined below.

7.2.1 Request

- a. The party which seeks the amendment shall submit a formal request for amendment, describing the proposed change and why the change is necessary.
- b. The responding agencies shall schedule a review of this request within 30 days of receipt.

7.2.2 Resolution, Modification and Mediation

- a. All parties shall make good faith efforts to resolve requests to amend this agreement.
- b. The responding agency may approve, deny or suggest modifications to the amendment.
- c. The parties to the agreement may request the services of an outside mediator to help resolve disputes that may arise out of the implementation of amendment of this agreement.

7.3 Severability of Cooperative Agreement Provisions

The provisions of the agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this agreement.

7.4 Termination of Cooperative Agreement

This agreement may be terminated by any of the parties following procedures provided.

7.4.1 Public Hearing Notice and Public Comment

- a. A public hearing shall be called by the party considering termination, giving the other parties notice of hearing at least thirty (30) days prior to the scheduled hearing date. The thirty (30) day period shall be used by both parties to seek resolution of differences.
- b. The established date of termination shall be at least thirty (30) days after the public hearing in order to provide an additional time period for resolution of differences.
- c. If resolution cannot be reached, a replacement agreement shall be developed as required by ORS 195.020.

7.5 Effective Date

The effective date of this agreement shall be the date of co-adoption by the Umatilla City Council, the Umatilla County Board of Commissioners and the Port of Umatilla Commission.

This agreement commences upon acceptance by the governing bodies of both parties.

For the CITY:

George Nash
Mayor

3/16/99
Date

Linda Settmann
Attest

For the PORT:

[Signature]
Chair

April 13, 1999
Date

[Signature]

For the COUNTY:

Ernie McPherson
Chair

April 5, 1999
Date

Jean Hemphill
Attest

