

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO WASHINGTON COUNTY "COOPERATIVE AGREEMENTS" AMONG SERVICE PROVIDERS ) RESOLUTION NO 98-2638 ) Introduced by Mike Burton, Executive Officer )

WHEREAS, Senate Bill 122 (1993) substantially amended the process in state law for coordination of special district planning with city and county comprehensive plan to require "cooperative" and "urban service" agreements by the next periodic review of city and county comprehensive plans; and

WHEREAS, Metro retained its overall coordination authority for all land use planning within its jurisdictional boundaries at ORS 195.025(1); and

WHEREAS, Metro's planning coordination responsibility includes the duty to review and be a party to the SB 122 "cooperative agreements which identify roles, notices, and approaches to the detailed" urban service agreements; and

WHEREAS, Washington County has convened all urban service providers to begin the process of completing both the "coordination" and "urban service" agreements required by SB 122; and

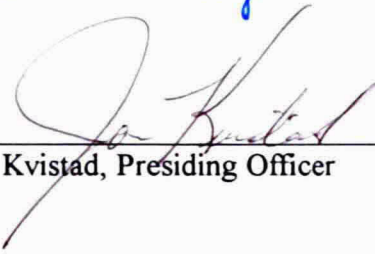
WHEREAS, the "cooperative agreements" listed in Exhibit A have been submitted to Metro for approval after extensive negotiations at Washington County; now, therefore,

BE IT RESOLVED

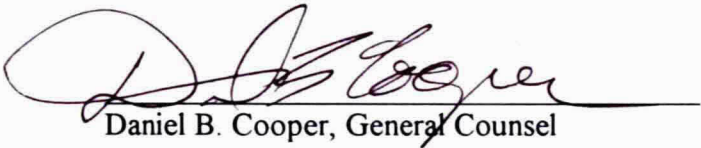
That the Executive Officer is hereby authorized to enter into the "cooperative agreements" for coordination of urban services listed in Exhibit A, attached and incorporated herein, which are

substantially in the form of the agreement with Unified Sewerage Agency in Exhibit B, attached and incorporated herein.

ADOPTED by the Metro Council this 28<sup>th</sup> day of May 1998.

  
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Jon Kvistad, Presiding Officer

APPROVED AS TO FORM:

  
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Daniel B. Cooper, General Counsel

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**EXHIBIT A**

"Urban Services" are defined in ORS 195.065(4) to include the following categories of "Cooperative Agreements:"

**"(a) Sanitary sewers:"**

1. Wastewater and Surface Water Services between Unified Sewerage Agency, Washington County, Cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Lake Oswego, Portland, Sherwood, Tigard, Tualatin, Metro

**"(b) Water:"**

1. Water Supply Services between Tigard Water Service Area, Tigard Water District, Washington County, Cities of Durham, King City, Tigard, Metro

2. Water Supply Services between Raleigh Hills Water District, Washington County, Cities of Beaverton, Portland, Metro

3. Water Supply Services between West Slope Water District, Washington County, Cities of Beaverton, Portland, Metro

4. Water Supply Services between Tualatin Valley Water District, Washington County, Cities of Beaverton, Hillsboro, Portland, Tigard, Metro

5. Water Supply Services between Rivergrove Water District, Washington County, Cities of Rivergrove, Tualatin, Metro

**"(c) Fire protection:"**

1. Fire and Life Safety Services between Tualatin Valley Fire and Rescue, Washington County, Cities of Beaverton, Durham, Hillsboro, King City, Lake Oswego, Portland, Rivergrove, Sherwood, Tigard, Tualatin, Wilsonville, Metro

2. Fire and Life Safety Services between Cornelius Rural Fire District, Washington County, City of Cornelius, Metro

3. Fire and Life Safety Services between Washington County Fire District No. 2, Washington County, Cities of Beaverton, Hillsboro, Metro

4. Fire and Life Safety Services between Forest Grove Rural Fire District, Washington County, City of Forest Grove, Metro

**"(d) Parks:"**

1. Parks, Recreation and Open Space between Tualatin Hills Park and Recreation District, Washington County, Cities of Beaverton, Hillsboro, Portland, Tigard, Metro

**GOVERNMENTAL AFFAIRS COMMITTEE REPORT**  
**CONSIDERATION OF RESOLUTION 98-2638, FOR THE PURPOSE OF**  
**AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO WASHINGTON**  
**COUNTY "COOPERATIVE AGREEMENTS" AMONG SERVICE PROVIDERS**

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Date: May 19, 1998

Presented by: Councilor McLain

**Committee Action:**

At its May 4, 1998, meeting, the Governmental Affairs Committee voted to recommend to the full council adoption of Resolution 98-2638. Councilors McLain, Naito and McFarland voted in favor.

**Committee Discussion:**

Councilor McLain asked if all of the parks districts in Washington County were included in the cooperative agreement. Larry Shaw stated that Tualatin Hills was the only parks district in this agreement, but that there would be many other smaller service agreements made pursuant to this cooperative agreement that could include other parks districts.

Councilor McLain also asked if the schools were included in these service district agreements. Brent Curtis of Washington County stated that they were not required to be included by law, but that Washington County had decided to include them because of their integral nature in the planning process. Larry Shaw stated that schools had much more stringent planning requirements that went beyond these cooperative agreements, in as much as they had to include their plans with the local government comprehensive plans.

## STAFF REPORT

### Resolution 98-2638: FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO WASHINGTON COUNTY "COOPERATIVE AGREEMENTS" AMONG SERVICE PROVIDERS

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#### BACKGROUND

The "Senate Bill 122" service provider coordination process has been proceeding in Washington County following the statutory steps. The first agreements in that process are "cooperative agreements" among all special districts which provide an urban service, cities and counties, and Metro. Counties have the responsibility for convening cities and special districts for negotiating the important second stage of agreements, called "urban service agreements." So, Washington County convened service providers for the "cooperative agreements," as well. A series of these first agreements for service providers in Washington County is ready for Metro approval. They are important for establishing the parties and the mapped areas for negotiating the detailed "urban service agreements." (See attached.)

#### Metro Regional Coordination Function - ORS 195.025(1), 195.020(2)

In the SB 122 (1993) statutory amendments on services coordination, Metro retained its "umbrella" regional coordination role for all planning:

"(Metro), through its governing body shall be responsible for coordinating all planning activities affecting land uses within (Metro), including planning activities of the county, cities, special districts and state agencies..." ORS 195.025(1). (Emphasis added.)

For SB 122 that coordination responsibility is explicit for "cooperative agreements:"

"(Metro)...shall enter into a cooperative agreement with each special district that provides an urban service within the boundaries of (Metro)." ORS 195.020(2)

ORS 195.065(2)(a) gives each county the responsibility of "convening representatives" to negotiate urban service agreements as Washington County has done.

#### "Cooperative Agreements" Ingredients - ORS 195.020(4)

The statutory list of provisions required for city and county agreements has been used by Washington County to put Metro, cities, counties and districts in the same agreements. These ingredients describe special districts' involvement, role and responsibilities in comprehensive plans, regional plans and approval of new development. Also, "cooperative agreements" "specify the units of local government which shall be parties to an urban service agreement..." The groupings of parties working toward urban service agreements with each other in their service areas are listed on the attachment to this memo.

## Metro Responsibilities In These Cooperative Agreements - More Notice

In all these agreements, Metro and cities and counties are agreeing to provide notice and define special district involvement in plan amendments and certain development actions.

At I.C.2, 3 and I.D.1 and I.F.1 of each agreement, Metro agrees to provide "the opportunity to participate, review and comment" on all UGB amendments, including locational adjustments, within service district boundaries and within one-half mile of the boundary and all RUGGO amendments as follows:

1. The requirement that Metro gives district notice within 45 days of final hearing (copy of LCDC 45-day Notice).
2. Service district comments shall be entered into the record, and shall be given consideration.
3. Upon final action on all UGB amendments, the special district shall receive written notice of decision. (Copy of LCDC Notice.)
4. For "new planning goals and objectives or functional plans," identification of urban reserve areas or major updates to (RUGGO) or (rfp)" Metro must notify districts at the initiation of the proposed change. I.D.1.b.
5. On RUGGO and the Framework Plan, special districts must be given written notice of the final decision within 30 days. I.D.1.f.
6. On regional plan amendments, Metro must notify special districts at least 20 days prior to final hearing and send written notice of the decision within 30 days. I.F.1.a and d.

None of these agreed notices, if missed, would invalidate any Metro decision. This is a new approach to greater involvement by affected special districts.

Additional coordination requirements are added at I.G.1, 2 for each service. For example, water districts receive notice from cities, counties and Metro of actions to commence development for new sites for water facilities and after acquisition of property for such facilities.

### Portland Agreement

The only "cooperative agreement" including Portland as a party is the sewer, wastewater agreement with the Unified Sewerage Agency (U.S.A.) and others. Metro notices to U.S.A. include open space acquisitions in or within one-half mile of U.S.A. boundaries (p. 10). It is an element of the "urban service boundary" settlement that Portland be given notice of the other agreements.

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends passage of Resolution 9-2638

RESOLUTION NO. 98-2638, For the Purpose of Authorizing  
the Executive Officer to Enter Into Washington County  
Cooperative Agreements among Service Providers.

EXHIBIT A - TOO LARGE TO COPY  
ORIGINAL IN METRO COUNCIL RECORDS  
COPIES MAY BE OBTAINED BY CONTACTING  
THE GROWTH MANAGEMENT SERVICES DEPT.

**COOPERATIVE AGREEMENT FOR WASTEWATER AND SURFACE WATER**

**BETWEEN**

**THE UNIFIED SEWERAGE AGENCY, WASHINGTON COUNTY;  
THE CITIES OF BEAVERTON, CORNELIUS, DURHAM, FOREST GROVE,  
HILLSBORO, KING CITY, LAKE OSWEGO, PORTLAND, SHERWOOD,  
TIGARD, AND TUALATIN; AND THE METROPOLITAN SERVICE DISTRICT**

THIS AGREEMENT is entered into by and between the UNIFIED SEWERAGE AGENCY, a special and/or county service district of the State of Oregon, hereinafter referred to as AGENCY; WASHINGTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY; the CITIES OF BEAVERTON, CORNELIUS, DURHAM, FOREST GROVE, HILLSBORO, KING CITY, LAKE OSWEGO, PORTLAND, SHERWOOD, TIGARD, and TUALATIN, municipal corporations of the State of Oregon, hereinafter referred to as CITIES; and the METROPOLITAN SERVICE DISTRICT, a metropolitan service district of the State of Oregon, hereinafter referred to as METRO.

WHEREAS, pursuant to ORS 197.175 (2), the COUNTY has land use planning authority over that territory of the AGENCY lying within unincorporated Washington County;

WHEREAS, pursuant to ORS 197.175 (2), the CITIES have land use planning authority over that territory of the AGENCY lying within the respective city limit boundaries of the CITIES;

WHEREAS, Statewide Planning Goal No. 2 (Land Use Planning) requires that city, county, state, and federal agency and special district plans and actions shall be consistent with the comprehensive plans of the counties and cities adopted under ORS Chapter 197;

WHEREAS, ORS 195.020 (1), requires that the AGENCY exercise its planning duties, powers and responsibilities and take actions that are authorized by law with respect to programs affecting land use in accordance with statewide planning goals;

WHEREAS, ORS 195.020 (2), (3), and (4) require the AGENCY, the COUNTY, the CITIES, and METRO to enter into a cooperative agreement that conforms to the following requirements:

1. Describe how the COUNTY and the CITIES will involve the AGENCY in comprehensive planning;
2. Describe the responsibilities of the AGENCY in comprehensive planning;
3. Establish the role and responsibilities of the COUNTY and the AGENCY regarding COUNTY approval of new development;
4. Establish the role and responsibilities of the CITIES and the AGENCY regarding the CITIES' approval of new development;
5. Describe how METRO will involve the AGENCY in METRO's exercise of its regional planning responsibilities;
6. Establish the role and responsibilities of the COUNTY and the CITIES regarding the AGENCY'S interests including, where applicable, wastewater and surface water management, capital facilities, and real property; and
7. Specify the units of local government which shall be parties to an urban service agreement under ORS 195.065; and



WHEREAS, the AGENCY, THE COUNTY, the CITIES, and METRO, in order to ensure that their planning programs are coordinated, consider it mutually advantageous to:

1. Establish a process for coordinating comprehensive planning and development;
2. Establish a process to coordinate the AGENCY's interests;
3. Establish a process for METRO to involve the AGENCY in METRO's regional planning responsibilities; and
4. Specify the units of local government which will be parties to an urban service agreement under ORS 195.065.

NOW THEREFORE, THE AGENCY, THE COUNTY, THE CITIES, AND METRO, AGREE AS FOLLOWS:

I. Coordination of Comprehensive Planning and Development

A. Definitions

As used in this AGREEMENT, the words listed below have the following meaning:

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of the COUNTY or the CITIES that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to, sewer and water systems, transportation systems, educational facilities, recreational and park facilities, and natural resources and air and water quality management programs. Elements of a "comprehensive plan" include but are not limited to the following: transportation plan, public facility plan, community plans, and rural/natural resource plans. A CITY'S or the COUNTY'S capital improvement plan, a facilities plan (e.g., a water or wastewater facilities plan) or a park and recreation master plan may or may not be elements of a comprehensive plan .

Development Action means a proposal to develop a specific unit or units of land under county or city comprehensive plan provisions or land use regulations that is either reviewed through a public hearing process, or through an administrative process when notice of the proposal or notice of the decision with right of appeal is required to be mailed to owners of property within a specified distance of the proposed development site.

Such development actions may include, but are not limited to, zone changes, conditional or special uses, subdivisions, land partitions, planned unit developments, variances, site or design review, or other similar development actions which require public notice. Development actions do not include administrative decisions that do not require notice to adjoining property owners, and also do not include legislative determinations (e.g., amendments to a comprehensive plan), annexations, and urban growth boundary amendments.

Implementing Plan or Program means a set of technical design or construction standards (e.g., road or surface water design and construction standards); or plans, programs or activities of the COUNTY, a CITY, METRO or the AGENCY which support a local government's or special district's provision of the following public facilities and services: sanitary sewers; water; surface water; streets, roads, and mass transit; fire protection;

and parks, recreation and open space. An implementing plan or program may include capital improvement plans, park and recreation master plans, design and construction standards for roads, water supply systems, sanitary sewers or surface water, or a public involvement program.

Land Use Regulation means any local government zoning ordinance, land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. Land use regulation does not include an implementing plan or program, such as road or surface water design and construction standards, annexations, urban growth boundary amendments, zoning map amendments, consideration of proposed development actions (e.g., conditional uses, site or design review, and subdivisions), and building permits and other similar administrative-type decisions.

Local Government means any city, county or metropolitan service district formed under ORS Ch. 268 or an association of local governments performing land use planning functions under ORS 195.025.

Major Amendment to a Land Use Regulation or Comprehensive Plan means a legislative change to a land use regulation or the text or map of a comprehensive plan that:

1. amends text which affects a large number of parcels or all parcels of land similarly situated;
2. makes large scale map amendments; or
3. involves the creation, broad scale implementation or revision of public policy.

Major Amendment to METRO'S Planning Goals and Objectives, Functional Plans, or Regional Framework Plan means a change to the Regional Urban Growth Goals and Objectives (RUGGOs), including the 2040 Growth Concept and the Urban Growth Management Functional Plan, Public Involvement Plan, Regional Transportation Plan (RTP), and Metropolitan Transportation Improvements Program (MTIP), that involves the creation, broad scale implementation or revision of public policy.

METRO Planning Goals and Objectives means the land use goals and objectives that METRO is required to adopt under ORS 268.380(1) called RUGGO. These goals and objectives do not constitute a comprehensive plan.

METRO Functional Plans means plans adopted under ORS 268.390 to implement regional goals and objectives which may "recommend" or "require" changes to comprehensive plans.

METRO Regional Framework Plan means the regional framework plan required by the 1992 METRO Charter or its separate components. Neither the regional framework plan nor its individual components constitute a comprehensive plan.

Minor Amendment to METRO'S Planning Goals and Objectives, Functional Plans, or Regional Framework Plan means a change to the Regional Urban Growth Goals and Objectives (RUGGOs), including the 2040 Growth Concept and the Urban Growth Management Functional Plan, Public Involvement Plan, Regional Transportation Plan

(RTP), and Metropolitan Transportation Improvements Program (MTIP), that does not involve the creation, broad scale implementation or revision of public policy.

Minor Amendment to a Land Use Regulation or Comprehensive Plan means a legislative change to a land use regulation or the text or map of a comprehensive plan, including small tract comprehensive plan map changes, that does not involve the creation, broad scale implementation or revision of public policy.

Quasi-Judicial Plan Amendment means a proposal to change the plan designation of a comprehensive plan map that affects a specific property or a small number of properties, or to change the alignment of a transportation facility that affects a single property or other properties in the immediate vicinity. Quasi-judicial plan amendments are reviewed at a public hearing by the Planning Commission or the governing body. Quasi-judicial plan amendments do not affect large numbers of properties and they do not involve the creation, broad scale implementation or revision of public policy.

Urban Service Agreement means an agreement between units of local government and special service districts that provide an urban service to an area within an urban growth boundary that:

1. Specifies whether the urban service will be provided in the future by a city, county, county service district, special district, authority or a combination of one or more cities, counties, county service district, special districts or authorities.
2. Sets forth the functional role of each service provider in the future provision of the urban service.
3. Determines the future service area for each provider of the urban service.
4. Assigns responsibilities for:
  - a. Planning and coordinating provision of the urban service with other urban service providers;
  - b. Planning, constructing and maintaining service facilities; and
  - c. Managing and administering provision of services to urban users.
5. Defines the terms of necessary transition in provision of urban services, ownership of facilities, annexation of service territory, transfer of moneys or project responsibility for projects proposed on a plan of the city or county service district or special district prepared pursuant to ORS 223.309 and merger of service providers or other measures for enhancing the cost efficiency of providing urban services.
6. Establishes a process for review and modification of the urban service agreement.

B. Roles and Responsibilities of Parties

1. The AGENCY is a sewer and surface water management service district organized in accordance with the provisions of ORS 451, formed to provide service for sanitary sewers and surface water for the inhabitants of its specified service area.
2. The COUNTY and the CITIES, pursuant to ORS 197.175, are required to prepare, adopt, amend, and revise comprehensive plans in compliance with the Statewide planning goals, enact land use regulations to implement their comprehensive plans, and review development actions for compliance with their comprehensive plan and land use regulations.
3. METRO, pursuant to ORS 268.380 and 390, is responsible for the Regional Urban Growth Boundary, the regional aspects of land use planning, transportation, air and water quality, regional parks and greenspaces, the zoo, and solid waste.

C. COUNTY and CITY Amendments to or Adoption of a Comprehensive Plan or Land Use Regulation and Amendments to the METRO Regional Urban Growth Boundary

1. The COUNTY and the CITIES shall provide the AGENCY with the opportunity to participate, review, and comment on proposed amendments to or adoption of their respective comprehensive plans or land use regulations as described below:
  - a. Quasi-judicial plan amendments and small tract legislative plan map amendments that are located within the AGENCY'S boundary or within one-half (½) mile of the AGENCY'S boundary. Upon adoption of urban service agreement(s), the notice area requirement shall be amended to be applicable to actions located within the AGENCY'S urban service area boundary or rural lands located within one half (1/2) mile of the AGENCY'S urban service area boundary. This requirement is only applicable to the COUNTY and the CITIES of DURHAM and KING CITY;
  - b. Adoption of new comprehensive plan elements or land use regulations concerning plan or zoning designations, sanitary sewers, surface water, water resources, natural hazards, biological resources, natural areas, and transportation systems; and
  - c. Major or minor amendments to a comprehensive plan element or a land use regulation concerning plan or zoning designations, sanitary sewers, surface water, water resources, natural hazards, biological resources, natural areas, and transportation systems.
2. METRO shall provide the AGENCY with the opportunity to participate, review, and comment on proposals to amend the Regional Urban Growth Boundary by a legislative amendment, major amendment or locational adjustment, as those terms are defined by METRO, that are located within the AGENCY'S boundary or within one-half (½) mile of the AGENCY'S boundary. Upon adoption of urban service agreement(s), the notice area requirement shall be amended to be applicable to actions located within the AGENCY'S urban service area boundary

or rural lands located within one half (1/2) mile of the AGENCY'S urban service area boundary.

3. The following procedures shall be followed by the COUNTY, the CITIES, and METRO, hereinafter the originating agency, to notify and involve the AGENCY in COUNTY and CITY processes to amend or adopt a comprehensive plan or land use regulation and METRO processes to amend the urban growth boundary:
  - a. The originating agency shall provide the AGENCY with written notice of the proposal no less than forty-five (45) days prior to the final hearing on adoption. Providing the AGENCY with a copy of the Department of Land Conservation and Development's *Notice of Proposed Amendment* shall satisfy this notification requirement. For the adoption of a new comprehensive plan element or land use regulation or a major amendment to a comprehensive plan element or land use regulation, as described in 1. b. and c. above, the originating agency shall provide the AGENCY with more advanced notice, if available, in order to provide the AGENCY with greater opportunity to participate in the planning and ordinance adoption processes.
  - b. A good faith effort shall be made by the originating agency to notify the AGENCY. Failure of the AGENCY to receive notice shall not invalidate a decision.
  - c. The AGENCY may respond at its discretion. Comments shall be submitted in accordance with ORS 197 and may be submitted in written form or an oral response may be made at the public hearing.
  - d. Comments from the AGENCY received within the time allowed for comment before a decision shall be entered into the public record for the proposed action and shall be given consideration by the originating agency. If after such consideration, the originating agency acts contrary to the position of the AGENCY, the AGENCY may seek reconsideration or appeal the action, if available, in accordance with the appropriate procedures of the originating agency.
  - e. Upon final action by the originating agency on a proposal, the originating agency shall provide the AGENCY with written notice of the final decision consistent with the originating agency's notification requirements. Failure to receive notice shall not invalidate the decision or toll the appeal period. The originating agency shall provide the AGENCY with a copy of the final decision if the AGENCY requests a copy.

D. Amendments to or Adoption of METRO Planning Goals and Objectives and METRO's Regional Framework Plan (includes Regional Urban Growth Goals and Objectives (RUGGOs), 2040 Growth Concept, Functional Plans, including the Urban Growth Management Functional Plan, Public Involvement Plan, Regional Transportation Plan, and Metropolitan Transportation Improvements Program)

1. METRO shall provide the AGENCY with the opportunity to participate, review, and comment on proposed amendments to or adoption of its planning goals and

objectives and regional framework plan. The following procedures shall be used by METRO to notify and involve the AGENCY in its processes to amend or adopt its planning goals and objectives and regional framework plan:

- a. For minor amendments to an existing METRO functional planning goal or objective or METRO'S regional framework plan, METRO shall notify the AGENCY of the proposal no less than forty-five (45) days prior to the final hearing on adoption;
- b. For the adoption of new planning goals and objectives or functional plans; identification of urban reserve areas; or major updates to existing planning goals and objectives or the regional framework plan concerning sanitary sewers, surface water, water resources, natural hazards, biological resources, natural areas, and transportation systems, METRO shall notify the AGENCY of the proposal at the time such planning efforts are initiated in order to provide the AGENCY with the opportunity to participate in the planning and adoption processes. In no case shall notice be provided less than forty-five (45) days prior to the final hearing on adoption.
- c. A good faith effort shall be made by METRO to notify the AGENCY. Failure of the AGENCY to receive notice shall not invalidate a decision.
- d. The AGENCY may respond at its discretion. Comments may be submitted in written form or an oral response may be made at MPAC, METRO Council Committee or the public hearing.
- e. Comments from the AGENCY received at the METRO Council Committee or at the public hearing within the time allowed for comment before a decision shall be entered into the public record for the proposed action and shall be given consideration by METRO. If after such consideration, METRO acts contrary to the position of the AGENCY, the AGENCY may seek reconsideration or appeal of the decision, if available, in accordance with the appropriate METRO procedures.
- f. Upon final action by METRO on a proposal, METRO shall provide the AGENCY with written notice of the final decision within thirty (30) days of the effective date of the decision. Failure to receive notice shall not invalidate the decision or toll the appeal period, if available. METRO shall provide the AGENCY a copy of the final decision if the AGENCY requests a copy.

E. Development Actions Requiring Individual Notice to Property Owners

1. The COUNTY and the CITIES of DURHAM and KING CITY shall provide the AGENCY with the opportunity to review and comment on the following proposed development actions requiring public notice, described below, that are located within the AGENCY'S boundary or within one-half (½) mile of the AGENCY'S boundary. Upon adoption of urban service agreement(s), the notice area requirement shall be amended to be applicable to actions located within the

AGENCY'S urban service area boundary or rural lands located within one half (1/2) mile of the AGENCY'S urban service area boundary.

zone changes; land divisions, including subdivisions and partitions; planned unit developments; site or design review; flood plain or drainage hazard area alterations; conditional or special uses, not including temporary use permits; and home occupations.

2. The following procedures shall be followed by the COUNTY and the CITIES of DURHAM and KING CITY, hereinafter the originating agency, to notify the AGENCY of proposed development actions described in 1. above:
  - a. For development actions that are not reviewed at a public hearing, where public notice is provided in advance of the notice of decision, notify the AGENCY of the proposal at the earliest opportunity, but no less than ten (10) days prior to the close of the public comment period;
  - b. For development actions that are not reviewed at a public hearing, where public notice is not provided in advance of the notice of decision, notify the AGENCY of the proposal at least twenty (20) days prior to the issuance of the notice of decision; or
  - c. For development actions reviewed at a public hearing, notify the AGENCY no less than twenty (20) days before the date of the scheduled public hearing, or if two or more hearings will be held, ten (10) days before the first hearing.
  - d. A good faith effort shall be made by the originating agency to notify the AGENCY. Failure of the AGENCY to receive notice shall not invalidate a decision.
  - e. The AGENCY may respond at its discretion. Comments may be submitted in written form or an oral response may be made at the public hearing, if any.
  - f. If received in a timely manner, the originating agency shall include or attach the AGENCY'S comments to the written staff report and respond to any concerns addressed by the AGENCY in the staff report or orally at the hearing, if any.
  - g. Comments from the AGENCY received within the time allowed for comment before a decision shall be entered into the public record for the proposed action and shall be given consideration by the originating agency. If, after such consideration, the originating agency acts contrary to the position of the AGENCY, the AGENCY may seek reconsideration or appeal the decision, if available, in accordance with the appropriate procedures of the originating agency.
  - h. Upon final action by the originating agency on a proposal, the originating agency shall provide the AGENCY with written notice of the final decision consistent with the originating agency's notification requirements. Failure

to receive notice shall not invalidate the decision or toll the appeal period.  
The originating agency shall provide the AGENCY with a copy of the  
final decision if the AGENCY requests a copy.

F. Amendments to or Adoption of an Implementing Plan or Program

1. The COUNTY, the CITIES, and METRO shall provide the AGENCY with the opportunity to participate, review and comment on proposed amendments to or adoption of their respective implementing plans or programs that require approval by their governing body concerning facility or master plans for sanitary sewers or surface water; design and construction standards for sanitary sewers, surface water or roads; watershed plans; capital improvement programs for roads, sanitary sewers or water quality/quantity facilities; major capital improvement projects for the construction, maintenance or repair of roads, sanitary sewers or water quality/quantity facilities; and public involvement programs. The following procedures shall be followed by the COUNTY, the CITIES, and METRO, hereinafter the originating agency, to notify and involve the AGENCY in their processes to amend or adopt an implementing plan or program:
  - a. The COUNTY, the CITIES, or METRO, shall notify the AGENCY of the proposal no less than twenty (20) days prior to the final hearing on adoption. A good faith effort shall be made by the originating agency to notify the AGENCY. Failure of the AGENCY to receive notice shall not invalidate a decision.
  - b. The AGENCY may respond at its discretion. Comments may be submitted in written form or an oral response may be made at the public hearing.
  - c. Comments from the AGENCY received within the time allowed for comment before a decision shall be entered into the public record for the proposed action and shall be given consideration by the originating agency. If after such consideration, the originating agency acts contrary to the position of the AGENCY, the AGENCY may seek reconsideration or appeal the action, if available, in accordance with the appropriate procedures of the originating agency.
  - d. Upon final action by the originating agency, the originating agency shall provide the AGENCY with written notice of the decision within thirty (30) days of the effective date of the decision. Failure to receive notice shall not invalidate the decision or toll the appeal period, if available. The originating agency shall provide the AGENCY with a copy of the final action if the AGENCY requests a copy.

G. Additional Coordination Requirements

The COUNTY, the CITIES, and METRO, hereinafter the originating agency, shall notify the AGENCY of the following actions by the originating agency that are located within the AGENCY'S boundary or within one-half (½) mile of the AGENCY'S boundary.



1. Development of new sites for publicly owned surface water facilities. The originating agency shall provide written notice to the AGENCY of such proposals no less than twenty (20) days prior to commencement of development; and
2. The acquisition of property(ies) for parks, recreational facilities, open space, or publicly owned surface water facilities. The originating agency shall provide written notice to the AGENCY of such acquisitions no later than ninety (90) days after the date of acquisition.

Failure to receive notice shall not invalidate such actions.

II. Coordination of AGENCY Interests

- A. The AGENCY shall provide the COUNTY, the CITIES, and METRO with the opportunity to participate, review, and comment on proposed amendments to or adoption of the following implementing plans or programs for compliance with local comprehensive plans: facility or master plans for sanitary sewers and surface water, design and construction standards for sanitary sewers and surface water, watershed plans, and capital improvement programs. The following procedures shall be followed by the AGENCY to notify and involve the COUNTY, the CITIES, and METRO in its processes to amend or adopt these plans or programs:
  1. For minor amendments to an existing facility or master plan or other implementing plan or program that requires approval by the AGENCY'S Board of Directors, the AGENCY shall provide the COUNTY, the CITIES, and METRO with written notice of the proposal no less than forty-five (45) days prior to the final hearing on adoption; and
  2. For the adoption of new or major updates to a facility or master plan or other implementing plans or programs, the AGENCY shall provide written notice to the COUNTY, the CITIES, and METRO at the time such planning efforts are initiated in order to provide the COUNTY, the CITIES, and METRO with the opportunity to participate in the planning and adoption processes. In no case shall notice be provided less than forty-five (45) days prior to the final hearing on adoption.
  3. Upon final action on a proposal, the AGENCY shall provide the COUNTY, the CITIES, and METRO with written notice of the decision within thirty (30) days of the effective date of the decision. Failure to receive notice shall not invalidate the decision or toll the appeal period, if available. The AGENCY shall provide the COUNTY, the CITIES, and METRO with a copy of the final action if a copy is requested.
- B. The AGENCY shall notify the COUNTY, the CITIES and METRO of the following AGENCY actions that are located within the boundary of the COUNTY, a CITY or METRO or are located within one-half (½) mile of the boundary of a CITY'S Urban Planning Area:
  1. Development of new sites for regional sanitary sewer or surface water facilities. The AGENCY shall provide written notice to the appropriate jurisdiction of such proposals no less than twenty (20) days prior to commencement of development; and

2. The acquisition of property(ies), including easements, for regional sanitary sewer or surface water facilities. The AGENCY shall provide written notice to the appropriate jurisdiction of such acquisitions no later than ninety (90) days after the date of acquisition.

Failure to receive notice shall not invalidate such actions.

III. Future Urban Service Agreements

- A. The AGENCY, COUNTY, METRO, and the CITIES of FOREST GROVE AND CORNELIUS shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area Nos. 1 and 2 shown on Attachment A.
  - B. The AGENCY, COUNTY, METRO, and the CITIES of HILLSBORO and BEAVERTON shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 3 shown on Attachment A.
  - C. The AGENCY, COUNTY, METRO, and the CITIES of BEAVERTON, HILLSBORO, and TIGARD shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 4 shown on Attachment A.
  - D. The AGENCY, COUNTY, METRO, and the CITIES of BEAVERTON, DURHAM, KING CITY, TIGARD, and TUALATIN shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 5 shown on Attachment A.
  - E. The AGENCY, COUNTY, METRO, and the CITIES of DURHAM, KING CITY, LAKE OSWEGO, SHERWOOD, TIGARD, and TUALATIN shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 6 shown on Attachment A.
  - F. The AGENCY, COUNTY, METRO, and the CITIES of SHERWOOD and TUALATIN shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 7 shown on Attachment A.
  - G. The AGENCY, COUNTY, METRO, and the CITY of PORTLAND shall be parties to negotiate an urban service agreement in accordance with ORS 195.065 for Urban Service Agreement Study Area No. 9 shown on Attachment B.
- IV. This AGREEMENT may be amended upon written consent of all affected parties.
- V. In the event this AGREEMENT is inconsistent with certain provisions of previous cooperative agreements, prepared pursuant to ORS 195.020, between any of the parties to this AGREEMENT, the specific terms of this AGREEMENT shall control.
- VI. The provisions of this AGREEMENT become effective for each respective jurisdiction on the date of its signature to this AGREEMENT.

- VII. Parties to this AGREEMENT may enter into additional or supplemental agreements regarding coordination pursuant to ORS 195 as long as they are not inconsistent with this AGREEMENT.
- VIII. If any portion of this AGREEMENT is declared invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this AGREEMENT.
- IX. If a dispute arises between the parties regarding breach of this agreement or interpretation of any term thereof, the parties shall first attempt to resolve the dispute by negotiation. If negotiation fails to resolve the dispute, the parties agree to submit the matter to nonbinding mediation. Only after these steps have been exhausted will the matter be submitted to arbitration.

Step 1 - Negotiation. The managers or other persons designated by each of the disputing parties will negotiate on behalf of the entities they represent. The issues of the dispute shall be reduced to writing and each manager shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each manager, which shall be binding upon the parties.

Step 2 - Mediation. If the dispute cannot be resolved within 30 days of Step 1, the parties shall submit the matter to nonbinding mediation. The parties shall use good-faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the panel of three mediators and any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefor. If the issue is resolved at this Step, then a written determination of such resolution shall be signed by each manager and shall be binding upon the parties.

Step 3 - Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Washington County, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association pursuant to ORS 190.710-790. The arbitration shall be before a single arbitrator; nothing shall prevent the parties from mutually selecting an arbitrator or panel thereof who is not part of the AAA panel and agreeing upon arbitration rules and procedures. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the parties.

IN WITNESS WHEREOF, the parties have executed this COOPERATIVE AGREEMENT on the date set opposite their signatures.

UNIFIED SEWERAGE AGENCY

By \_\_\_\_\_  
Chairman, Board of Directors

Date \_\_\_\_\_

\_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

Approved As To Form

\_\_\_\_\_  
Unified Sewerage Agency  
Agency Counsel

BOARD OF COUNTY COMMISSIONERS  
WASHINGTON COUNTY, OREGON

By \_\_\_\_\_  
Chairman

Date \_\_\_\_\_

\_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

Approved As To Form

\_\_\_\_\_

Washington County  
County Counsel

CITY OF BEAVERTON

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_

City of Beaverton  
City Attorney

CITY OF CORNELIUS

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_

City of Cornelius  
City Attorney

CITY OF DURHAM

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_

City of Durham  
City Attorney



CITY OF FOREST GROVE

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of Forest Grove  
City Attorney

CITY OF HILLSBORO

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of Hillsboro  
City Attorney

CITY OF KING CITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of King City  
City Attorney

CITY OF LAKE OSWEGO

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_

City of Lake Oswego  
City Attorney

CITY OF PORTLAND

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of Portland  
City Attorney

CITY OF SHERWOOD

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of Sherwood  
City Attorney

CITY OF TIGARD

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_  
City of Tigard  
City Attorney

CITY OF TUALATIN

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Approved As To Form

\_\_\_\_\_

City of Tualatin  
City Attorney



METROPOLITAN SERVICE DISTRICT

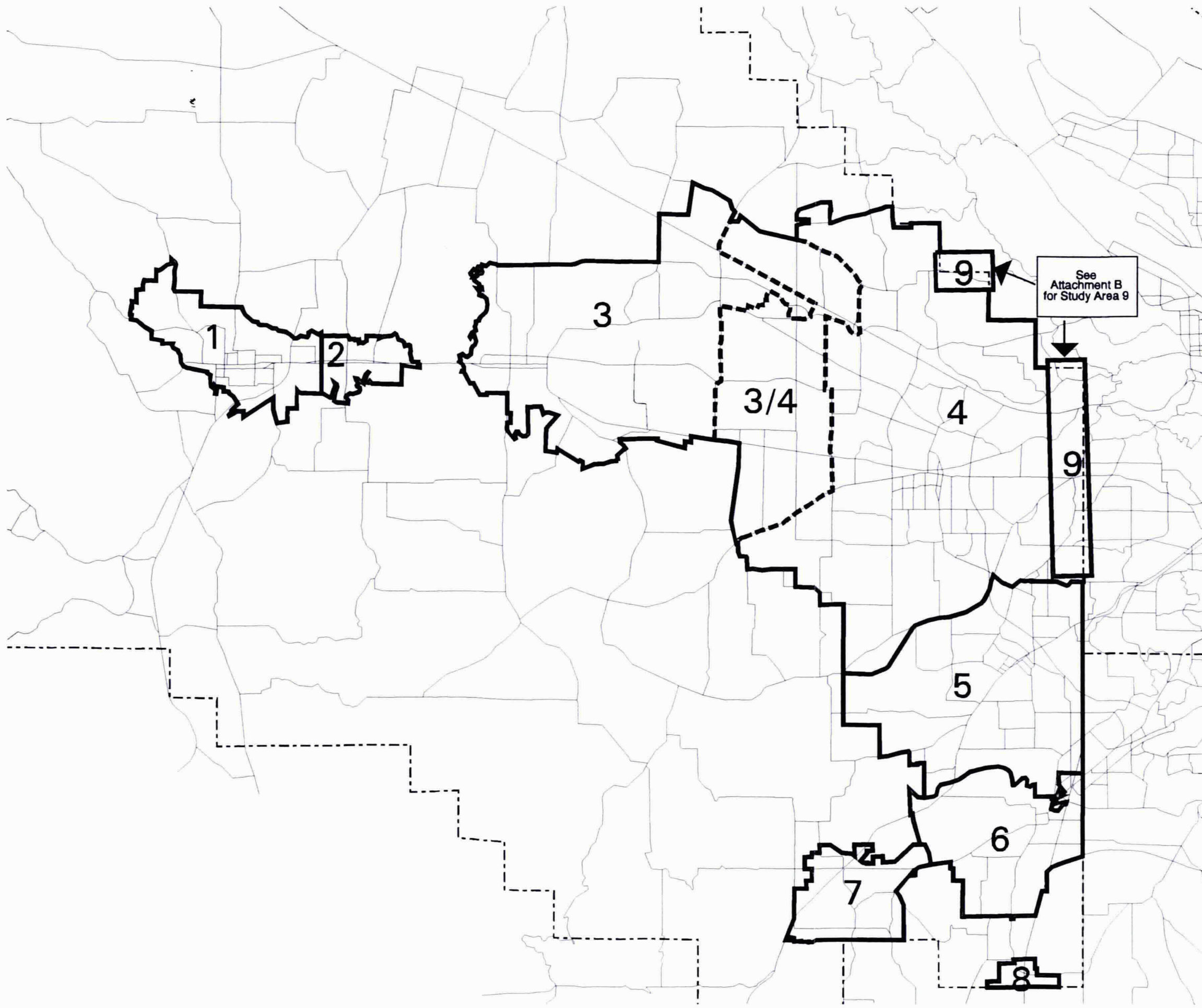
By \_\_\_\_\_ Date \_\_\_\_\_  
Presiding Officer

Approved As To Form

\_\_\_\_\_

METRO  
Office of General Counsel

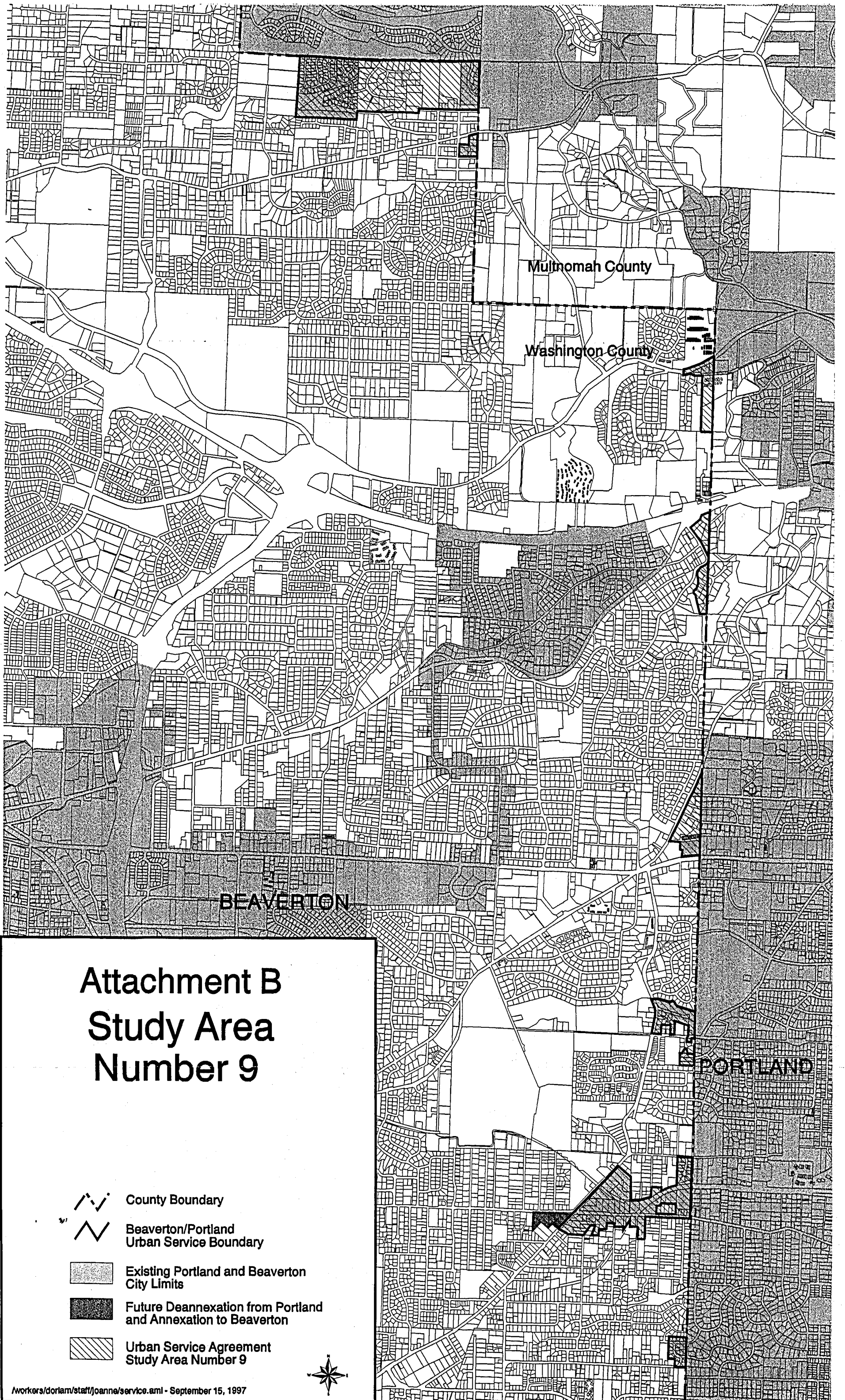
# WASHINGTON COUNTY








## Study Area Boundaries for Future Urban Service Agreements

This map is compiled from original materials at different scales. For more detail please refer to the source materials of the Washington County Department of Land Use and Transportation.

WASHINGTON COUNTY  
DEPARTMENT OF LAND USE AND TRANSPORTATION  
PLANNING DIVISION  
155 N. FIRST AVE., HILLSBORO, OREGON 97124  
(503) 640-3519



# Attachment B Study Area Number 9

-  County Boundary
-  Beaverton/Portland Urban Service Boundary
-  Existing Portland and Beaverton City Limits
-  Future Deannexation from Portland and Annexation to Beaverton
-  Urban Service Agreement Study Area Number 9

