

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING AN AMENDMENT TO EXHIBIT D OF THE TIGARD URBAN SERVICE AGREEMENT TO ALLOW WASHINGTON COUNTY TO REFER FORMATION OF TIGARD-TUALATIN AQUATIC DISTRICT TO VOTERS AT THE MAY, 2010, ELECTION) RESOLUTION NO. 10-4108)
)
)
)
) Introduced by Councilor Carl Hosticka

WHEREAS, ORS 195.025(1) requires Metro, through its regional coordination responsibilities, to review urban services agreements affecting land use within the district; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify the units of local governments which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, ORS 195.065(1) requires units of local government that provide an urban service with the urban growth boundary to enter into an urban service agreement that specifies the unit or units that will deliver the services, sets forth the functional role of each service provider, determines the future service area, and assigns responsibilities for planning and coordination of services; and

WHEREAS, ORS 195.065(1) and (2) requires a county to convene representatives of all cities and special districts that provide or declare an interest in providing an urban service inside the urban growth boundary within the county, and to notify Metro; and

WHEREAS, Metro signed the Tigard Urban Service Agreement in July, 2006; and

WHEREAS, Washington County has notified Metro that it received petition for the formation of Tigard-Tualatin Aquatic District to operate and manage aquatic centers at Tigard and Tualatin High Schools, and will refer the formation of the aquatic district to voters for the May, 2010, election; and

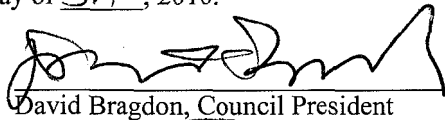
WHEREAS, an amendment to the urban service agreement is proposed to facilitate the formation of the aquatic district; and

WHEREAS, the County Board of Commissioners, the Tigard City Council, and the Tualatin Hills Park and Recreation District approved the amendment in December, 2009; and

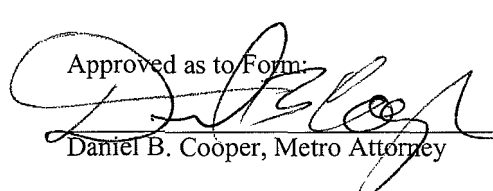
WHEREAS, the amendment to the urban service agreement revises only Exhibit D to the agreement, and does not affect the substance of the agreement or impose any new obligations upon Metro; now, therefore

BE IT RESOLVED that the Metro Council hereby approves of the amendment to the Tigard Urban Service Agreement as described in Exhibit A, attached and incorporated into this resolution, and authorizes Council President Bragdon to sign the amended agreement on the Council's behalf. The agreement is attached as Exhibit B.

ADOPTED by the Metro Council this 14 day of JAN, 2010.


David Bragdon, Council President

Approved as to Form:


Daniel B. Cooper, Metro Attorney

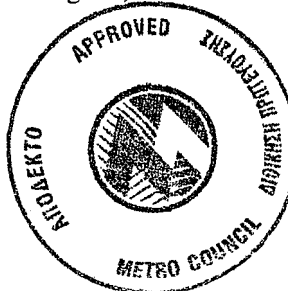


EXHIBIT D

PROVISIONS OF AGREEMENT FOR PARKS, RECREATION AND OPEN SPACE

CITY, TUALATIN HILLS PARK AND RECREATION DISTRICT (THPRD), COUNTY, and METRO agree:

1. That the CITY shall be the designated provider of park, recreation and open spaces services to the Tigard Urban Service Area (TUSA) shown on Map A. Actual provision of these services by the CITY to lands within the TUSA is dependent upon lands being annexed to the CITY. Within the Metzger Park Local Improvement District (LID), the CITY will be a joint provider of services. The CITY and THPRD, however, may also enter into inter-governmental agreements for the provision of park, recreation and open space services to residents within each other's boundaries, such as the joint use of facilities or programs. This provision does not preclude future amendments to this AGREEMENT concerning how park, recreation and open space services may be provided within the TUSA.
2. That the CITY and the COUNTY should further examine the feasibility of creating a park and recreation district for the TUSA.
3. CITY and COUNTY are supportive of a petition to form a special district for the exclusive purpose of providing aquatic services within the Tigard/Tualatin School District boundaries being placed on the May 2010 ballot. This clause shall automatically expire if the petition does not gain voter approval.
34. That standards for park, recreation, and open space services within the TUSA will be as described in the CITY'S park master plan.
45. That the CITY and COUNTY are supportive of the concept of a parks systems development charge as a method for the future acquisition and development of parks lands in the TUSA that are outside of the CITY. The CITY and COUNTY agree to study the feasibility of adopting such a systems development charge for lands outside of the CITY.
56. That at the next update of its parks master plan, the CITY shall address all the lands within the TUSA.
67. That the Metzger Park LID shall remain as a special purpose park provider for as long as a majority of property owners within the LID wish to continue to pay annual levies for the operation and maintenance of Metzger Park. The CITY and COUNTY also agree to the continuation of the Metzger Park Advisory Board. However, the COUNTY as administrator of the LID, may consider contracting operation and maintenance services to another provider if that option proves to be more efficient and cost-effective. This option would be presented and discussed with the Park Advisory Board before the COUNTY makes a decision.
78. That continuation of the Metzger Park LID shall not impede provision of parks, and eventually recreation services, to the Metzger Park neighborhood by the CITY. Continuation

of the Metzger Park LID will be considered as providing an additional level of service to the neighborhood above and beyond that provided by the CITY.

8.9 That the CITY and COUNTY will coordinate with Metro to investigate funding sources for acquisition and management of parks which serve a regional function.

9.10 That Metro may own and be the provider of region-wide parks, recreation and open space facilities within the TUSA. Metro Greenspace and Parks facilities typically are to serve a broader population base than services provided to residents of the TUSA by the CITY. Where applicable, the CITY, COUNTY, and METRO will aspire to coordinate facility development, management and services.

WASHINGTON COUNTY MINUTE ORDER

34
Pages



MINUTE ORDER

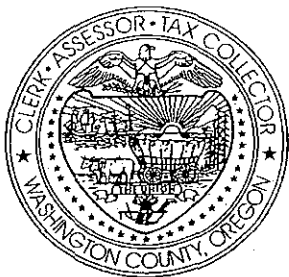
2006-285

**THIS IS THE COMPLETE, FULLY EXECUTED,
ORIGINAL DOCUMENT THAT CORRESPONDS TO
THE MINUTE ORDER REFERENCED ABOVE.
PLEASE FILE WITH ORIGINAL MINUTE ORDER.**

Barbara Hejmanek

Recording Secretary

FOR WASHINGTON COUNTY CLERK'S USE ONLY



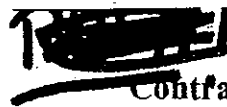
FILED

OCT 18 2006

Washington County
County Clerk



Washington County Contract Review Committee Worksheet



Contract # BCC 06-0848

Assigned by Purchasing

Blanket Purchase Order No. _____

Types: CA - County Administrator Executes BCC - Board of Commissioner Executes

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department / Ship To: Paul Schaefer, DLUT / LUT Planning 2. Date: 7/27/06
 3. Administrator / Bill To: N/A / LUT Planning 4. Phone: 503-846-8817
 5. Type of Contract: ☐ (I) Intergov'tl Agreement ☐ (G) Purchase of Goods ☐ (C) Construction
☐ (P) Personal/Professional Services ☐ (L) Lease Agreement ☐ (T) Trade Service
☐ (A) Amendment/Change Order (list original contract number: _____) ☒ (O) Other Urban Service Agrmt
 6. Minute Order Number 8/8/06 MO 06-285 and CW 06-61 Bid/RFP # N/A NIGP Category # N/A

7. Description of Contract: Agreement is not a contract; agreement is for the Tigard Urban Service Agreement as required by ORS 195.065

8. Name of Contractor, Lessor, Vendor City of Tigard, Metro, other ^{Service Dist.} WISARD Supplier# N/A

9. ☐ MBE ☐ WBE ☐ DBE ☐ ESB (as certified by State of Oregon-Office of Minority, Women & Emerging Small Business)

10. Employer ID# (required for company or corporation) or SS# (required for contracts with an individual): N/A

11. Effective Date: Upon signature of all parties

12. Termination Date: None

13. Original Contract Amount:	<u>\$N/A</u>	17. <input type="checkbox"/> Retainage:	<u>\$N/A</u>
14. Total of Previous Amendments:	<u>\$N/A</u>	18. <input type="checkbox"/> Expenditure	<u>\$N/A</u>
15. This Amendment:	<u>\$N/A</u>	<input type="checkbox"/> Revenue	<u>\$N/A</u>
16. Total Amount of Contract:	<u>\$N/A</u>	19. Chargeable Program #:	<u>N/A</u>

20. Source of Funds: N/A

21. Payment Terms (monthly installments, progress payments, etc.): N/A

22. Remarks: Agreement is not for services, it does not have a financial component

Check Off List for Attachments in Order of Appearance:

- ☒ A copy of the Board agenda item and minute order number for this agreement (if one is applicable).
- ☐ Insurance Certificates (if applicable, naming the County as additional insured).
- ☒ A minimum of three copies of the contract, all with original contractor's signature(s).
- ☐ One copy of either the quote sheet OR justification selection memo OR Invitation to Bid document OR RFP document.
- ☐ If Bid or RFP - one copy of the contractor's Bid/Proposal Form Packet.
- ☐ A performance and payment bond (if applicable).

Contract Administrator certifies that no changes have been made to the attached County standard contract.

Contract Administrator's Signature

23. Signature Route:

1. Department Head:	<u>Sheila Grambow</u>	Date <u>7/31/06</u>
2. Purchasing Supervisor:	<u>Debra Blumgart</u>	Date <u>7/31/06</u>
3. County Counsel:	<u>[Signature]</u>	Date <u>8/2/06</u>
4. County Administrator's Office:	<u>[Signature]</u>	Date <u>8/4/06</u>

CONTRACT MUST BE EXECUTED BY BOTH PARTIES BEFORE COMMENCEMENT

RECEIVED

JUL 27 2006

JUL 31 2006

WASHINGTON COUNTY
PURCHASING DIVISION

AGENDA**WASHINGTON COUNTY BOARD OF COMMISSIONERS**

Agenda Category: Action – County Administrative Office (CPO 4M, 4B)

Agenda Title: APPROVE AMENDED TIGARD URBAN SERVICE AGREEMENT

Presented by: Robert Davis, County Administrator

SUMMARY (Attach Supporting Documents if Necessary)

In 1995 the County, the City of Tigard, several special service districts and Metro began the study to determine who should provide urban services to the area identified as the Tigard Urban Service Area (The attached map shows the Tigard Urban Service Area.). The Tigard Urban Service Agreement (TUSA) became effective in 2003.

On May 25, 2006 the Bull Mountain Residents for Incorporation (BMRI) filed a petition relating to the formation of the new city of Bull Mountain. The petition requests that the County place the incorporation on the November 7, 2006 General Election ballot. Upon review, the County determined that the petition complied with State and Metro filing requirements and scheduled public hearings on the proposed incorporation as required by Section 3.09.130 of the Metro Code.

The TUSA, however, did not envision that in the future an incorporation petition, such as that filed by the BMRI, would be filed to incorporate the urban unincorporated area of Bull Mountain. The TUSA designated the City of Tigard as the eventual provider of most urban services, such as water and sewer. The existing language in the TUSA does not allow for the possibility that a new city could be formed to provide the urban unincorporated area of Bull Mountain with urban services. Consequently, certain amendments are needed to be made to the TUSA to ensure that the proposed incorporation petition is consistent with the adopted TUSA.

(continued)

A copy of the amended agreement will be available at the clerk's desk prior to the meeting.

DEPARTMENT'S REQUESTED ACTION:

Approve the amended Tigard Urban Service Agreement and authorize the Chair to sign the agreement on behalf of the Board.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

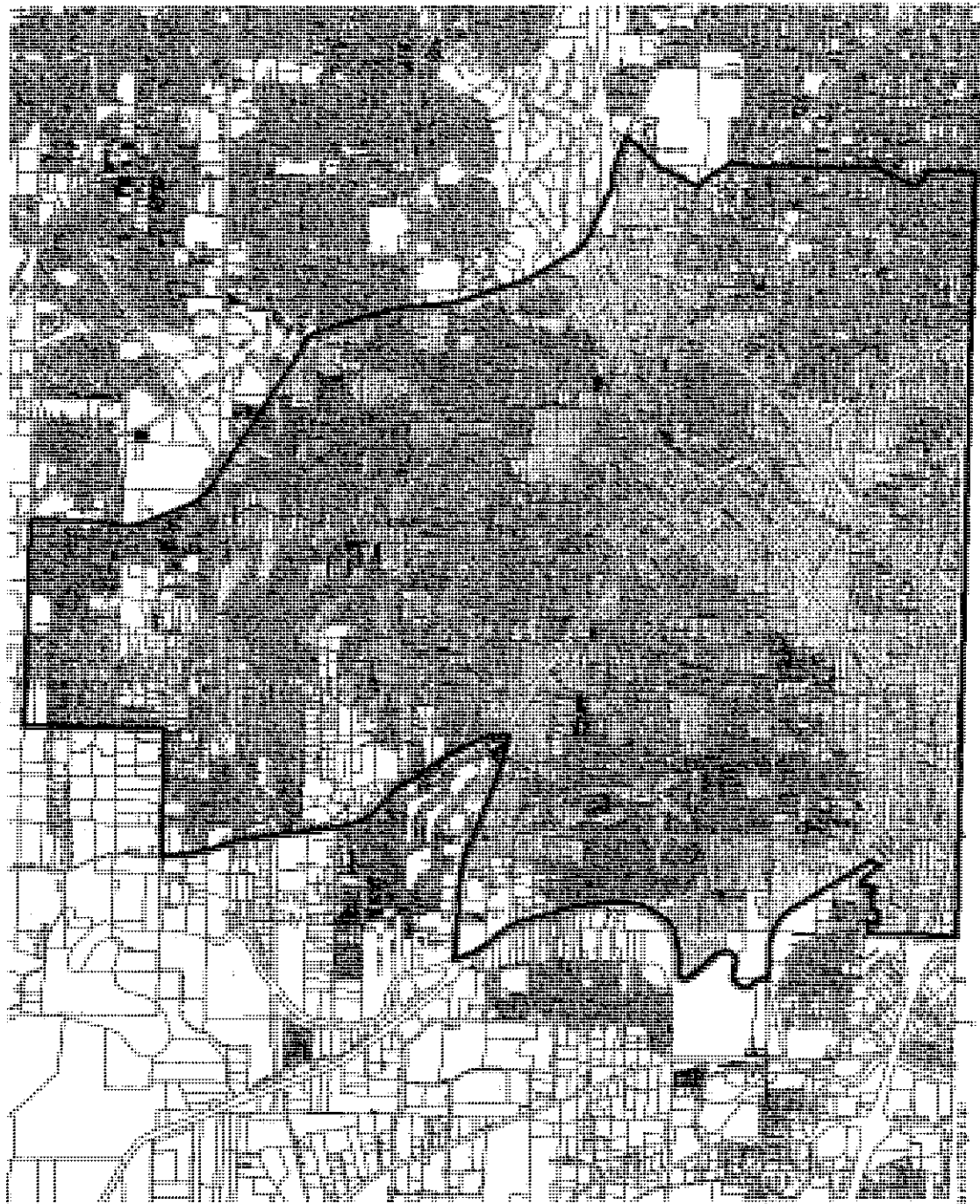
I concur with the requested action.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 06-285
DATE 8-8-06
BY Barbara Heitmanek
CLERK OF THE BOARD

Agenda Item No.	<u>5.a.</u>
Date:	<u>8/8/06</u>

Tigard Urban Service Agreement
August 8, 2006
Page 2

On July 10, 2006 copies of the proposed amendments to the TUSA were sent via e-mail to all of the parties to the agreement along with a cover letter explaining the proposed changes. The parties were requested to approve the changes on or before August 8, 2006. If the changes were not acceptable, the party(parties) were requested to advise staff at their earliest convenience, but no later than August 8th. Staff will update the Board as to what actions have been taken by the other parties to the agreement on August 8th.



Tigard Urban Service Area Boundary November 2002

— Tigard Urban Service Area Boundary
City of Tigard

2000 0 2000 4000 Feet



QUESTIONS
011162

BCC 06-0848

TIGARD URBAN SERVICE AGREEMENT

July 2006

This AGREEMENT is made and entered into by and between Washington County, a municipal corporation of the State of Oregon, hereinafter "COUNTY," the City of Tigard, a municipal corporation of the State of Oregon, hereinafter "CITY," Metro, a metropolitan service district of the State of Oregon, hereinafter "METRO," and the following Special Districts of the State of Oregon, hereinafter "DISTRICT(S),"

Clean Water Services;
Tigard Water District;
Tri-Met;
Tualatin Hills Park and Recreation District;
Tualatin Valley Fire and Rescue District; and
Tualatin Valley Water District

RECITALS

WHEREAS, ORS 195.025(1) requires METRO, through its regional coordination responsibilities, to review urban service agreements affecting land use, including planning activities of the counties, cities, special districts; state agencies; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify the units of local government which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, ORS 195.065(1) requires units of local government that provide an urban service within an urban growth boundary to enter into an urban service agreement that specifies the unit of government that: will deliver the services, sets forth the functional role of each service provider, determines the future service area, and assigns responsibilities for planning and coordination of services; and

WHEREAS, ORS 195.065(1) and (2) require that the COUNTY shall be responsible for:

1. Convening representatives of all cities and special districts that provide or declare an interest in providing an urban service inside an urban growth boundary within the county that has a population greater than 2,500 persons for the purpose of negotiating an urban service agreement;
2. Consulting with recognized community planning organizations within the area affected by the urban service agreement; and
3. Notifying Metro in advance of meetings to negotiate an urban service agreement to enable Metro's review; and

WHEREAS, ORS 195.075(1) requires urban service agreements to provide for the continuation of an adequate level of urban services to the entire area that each provider serves and to specify if there is a significant reduction in the territory of a special service district; and

WHEREAS, ORS 195.075(1) requires that if there is a significant reduction in territory, the agreement shall specify how the remaining portion of the district is to receive services in an affordable manner; and

WHEREAS, ORS 195.205 TO 195.235 grant authority to cities and districts (as defined by ORS 198.010) to annex lands within an urban growth boundary, subject to voter approval, if the city or district enacts an annexation plan adopted pursuant to ORS 195.020, 195.060 to 195.085, 195.145 to 195.235, 197.005, 197.319, 197.320, 197.335, and 223.304, and if the city or district has entered into urban service agreements with the county, cities and special districts which provide urban services within the affected area; and

WHEREAS, ORS 197.175 requires cities and counties to prepare, adopt, amend, and revise their comprehensive plans in compliance with statewide planning goals, and enact land use regulations to implement their comprehensive plans; and

WHEREAS, Statewide Planning Goals 2, 11, and 14 require cities and counties to plan, in cooperation with all affected agencies and special districts, for the urbanization of lands within an urban growth boundary, and ensure the timely, orderly, and efficient extension of public facilities and urban services.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

I. ROLES AND RESPONSIBILITIES

- A. Parties to this AGREEMENT shall provide land use planning notice to each other in accordance with the provision of the "Cooperative Agreements," developed per ORS 195.020(4)(e).
- B. The parties to this AGREEMENT are designated as the appropriate provider of services to the citizens residing within their boundaries as specified in this AGREEMENT.
- C. The CITY is designated as the appropriate provider of services to citizens residing within its boundaries and to adjacent unincorporated areas subject to this AGREEMENT as shown on Map A, except for those services that are to be provided by another party as specified in this AGREEMENT.
- D. The CITY and COUNTY will be supportive of annexations to the CITY over time. The CITY shall endeavor to annex the unincorporated areas shown on Map A, in keeping with the following schedule:
 - 1. Near to mid-term (3 to 5 years): Bull Mountain area and unincorporated lands north of the Tualatin River and south of Durham Road and

2. Far-term (10 years or later): Metzger area.

- E. Pursuant to ORS 195.205, the CITY and DISTRICTS reserve the right and may, subsequent to the enactment of this AGREEMENT, develop an annexation plan or plans in reliance upon this AGREEMENT in accordance with ORS 195.205 to 220.
- F. In keeping with the *County 2000 Strategic Plan* or its successor, the COUNTY will focus its energies on those services that provide county-wide benefit and transition out of providing municipal services that may benefit specific geographic areas or districts. The COUNTY recognizes cities and special service districts as the ultimate municipal service providers as specified in this AGREEMENT. The COUNTY also recognizes cities as the ultimate local governance provider to the urban area.
- G. Within twelve months of the effective date of this AGREEMENT and prior to any consolidation or transfer of duties or any single or multiple annexations totaling twenty acres, the parties shall identify any duties performed by the parties that will or may be assumed or transferred from one party to another party by annexation, consolidation or agreement. The affected parties shall identify how the duties will be transferred or assumed, including the transfer of employees and equipment. The process to transfer duties, employees and equipment shall account for the cumulative effects of annexation, consolidation and transfer by agreement. This process shall also address large scale annexations and the large scale transfer of duties by consolidation or agreement. In the event the affected parties cannot agree upon the processes to transfer duties, employees and equipment, the provisions of Section VII of this AGREEMENT shall be used to resolve the dispute.
- H. The COUNTY shall have the responsibility for convening representatives for the purpose of amending this AGREEMENT, pursuant to ORS 195.065(2)(a).
- I. Notwithstanding the roles and responsibilities provided herein for designated service providers, METRO, the COUNTY, the CITY and the DISTRICTS agree that this AGREEMENT does not prohibit incorporation of a city that is otherwise allowed by law.

II. AGREEMENT COORDINATION

- A. Existing intergovernmental agreements that are consistent with this AGREEMENT shall remain in force. This AGREEMENT shall control provisions of existing intergovernmental agreements that are inconsistent with the terms of this AGREEMENT. This AGREEMENT does not preclude any party from amending an existing inter-governmental agreement or entering into a new inter-governmental agreement with one or more parties for a service addressed in this AGREEMENT, provided such an agreement is consistent with the provisions of this AGREEMENT.
- B. The CITY and COUNTY have entered into an intergovernmental agreement for the CITY provision of building, land development and specific road services on behalf of the COUNTY to the unincorporated lands in the Bull Mountain area.

- C. CITY and COUNTY shall endeavor to take all action necessary to cause their comprehensive plans to be amended to be consistent with this AGREEMENT within twelve months of execution of this AGREEMENT, but no later than sixteen months from the date of execution.

III. AREA AFFECTED BY AGREEMENT

This AGREEMENT applies to the Tigard Urban Service Area (TUSA) as shown on Map A and properties added to the Regional Urban Growth Boundary (UGB) that are to be annexed to the CITY in the future as described below in Section VIII.

IV. URBAN SERVICE PROVIDERS

- A. The service provisions of this AGREEMENT, as described in Exhibits A through G, establish the providers and elements of urban services for the geographic area covered in this AGREEMENT; and
- B. The following urban services are addressed in this AGREEMENT:
1. Fire Protection and Emergency Services (Exhibit A);
 2. Public Transit (Exhibit B);
 3. Law Enforcement (Exhibit C);
 4. Parks, Recreation, and Open Space (Exhibit D);
 5. Roads and Streets (Exhibit E);
 6. Sanitary Sewer and Storm Water (Exhibit F); and
 7. Water Service (Exhibit G).

V. ASSIGNABILITY

No assignment of any party's rights or obligations under this AGREEMENT to a different, new or consolidated or merged entity shall be effective without the prior consent of the other parties affected thereby. Any party to this AGREEMENT who proposes a formation, merger, consolidation, dissolution, or other major boundary change shall notify all other parties of the availability of the reports or studies required by Oregon State Statutes to be prepared as part of the proposal.

VI. EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall become effective upon full execution by all parties.

VII. TERM OF THE AGREEMENT

This AGREEMENT shall continue to be in effect as long as required under state law. The COUNTY shall be responsible for convening the parties to this AGREEMENT for the review or modification of this AGREEMENT, pursuant to Section VIII.

VIII. PROCESS FOR REVIEW AND MODIFICATION OF THE AGREEMENT

- A. Parties shall periodically review the provisions of this AGREEMENT in order to evaluate the effectiveness of the processes set forth herein and to propose any necessary or beneficial amendments to address considerations of ORS 195.070 and ORS 195.075.
- B. Any party may propose modifications to this agreement to address concerns or changes in circumstances.
- C. The body of this AGREEMENT (Recitals and Sections I through IX) may only be changed by written consent of all affected parties. Amendments to the exhibits of this AGREEMENT may be made upon written consent of the parties identified in each exhibit.
- D. The periodic review of this AGREEMENT and all proposed modifications to this AGREEMENT shall be coordinated by the COUNTY. All requests for the periodic review of this AGREEMENT and all proposed modifications shall be considered in a timely manner and all parties shall receive notice of any proposed amendment. Only those parties affected by an amendment shall sign the amended agreement. All amendments that include boundary changes shall comply with Chapter 3.09 of the METRO Code or its successor.
- E. Lands added to the Regional Urban Growth Boundary that are determined to be annexed to the CITY in the future by separate process, such as an Urban Reserve Plan, shall be subject to this AGREEMENT. The appropriate service providers to new urban lands for the services addressed in this AGREEMENT shall be determined through the provisions of this Section unless those determinations are made through the development of an Urban Reserve Plan and all affected parties agree to the service determinations. This AGREEMENT shall be amended to address new urban lands and reflect the service provider determinations consistent with the provisions of this Section.
- F. In the event a new city is formed, the parties to this AGREEMENT shall consider any modifications or amendments to this AGREEMENT as may be necessary to assure ongoing compliance with ORS 195 and any other applicable laws.

IX. DISPUTE RESOLUTION

If a dispute arises between or among the parties regarding breach of this AGREEMENT or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation prior to any other contested case process. If negotiation fails to

resolve the dispute, the parties agree to submit the matter to non-binding 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 initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding 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 third mediator and any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefore. 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, the rules of the Arbitration Service of Portland, or any other rules mutually agreed to, 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. The decision shall be issued within 60 days of arbitration.

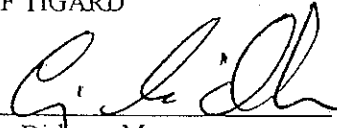
X. SEVERABILITY CLAUSE

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.

XI. SIGNATURES OF PARTIES TO AGREEMENT


In witness whereof, this AGREEMENT is executed by the authorized representatives of the COUNTY, CITY, DISTRICTS, and METRO. The parties, by their representative's signatures to this AGREEMENT, signify that each has read the AGREEMENT, understands its terms, and agrees to be bound thereby.

CITY OF TIGARD

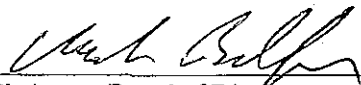
By: 
Craig Dirksen, Mayor

8-8-06
Date

Approved as to Form:

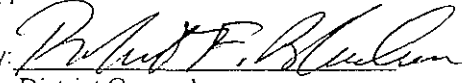
By: 
City Attorney

TUALATIN VALLEY FIRE AND RESCUE DISTRICT

By: 
Chairman, Board of Directors

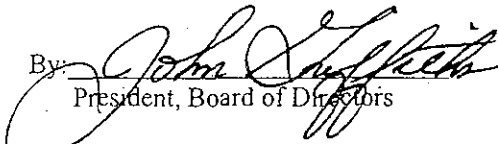
Date July 18, 2006

Approved as to Form:

By: 
District Counsel

TUALATIN HILLS PARK AND RECREATION DISTRICT

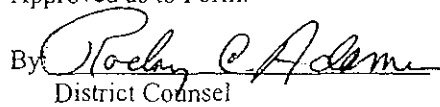
By:


President, Board of Directors

August 14, 2006
Date

Approved as to Form:

By:


District Counsel

TRI-MET

By: Jud Haman
General Manager

7/24/06
Date

Approved as to Form:

By: [Signature]
District Counsel

CLEAN WATER SERVICES

By: John Leiper for
Tom Brian, Chair
Board of Directors


8/7/06
Date

Approved as to Form:

By: M.P. Wil
District Counsel

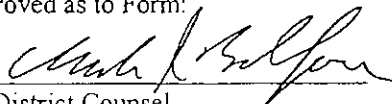
APPROVED CLEAN WATER SERVICES
BOARD OF DIRECTORS
MINUTE ORDER # CWS 06-61
DATE 8-8-06
BY Barbara Hejtmank
CLERK OF THE AGENCY

TIGARD WATER DISTRICT

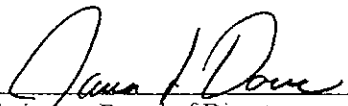
By: 
Chairman, Board of Directors

7/27/06
Date

Approved as to Form:

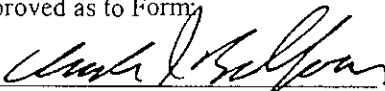
By: 
District Counsel

TUALATIN VALLEY WATER DISTRICT

By: 
Chairman, Board of Directors
James Doane

7/26/2006
Date

Approved as to Form:

By: 
District Counsel Clark I. Balfour

WASHINGTON COUNTY

By: *John Leeper for*
Tom Brian, Chair
Board of Commissioners

Date 8/8/06

Approved as to Form:

By: *C. D.*
County Counsel

APPROVED WASHINGTON COUNTY

BOARD OF COMMISSIONERS

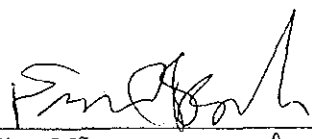
MINUTE ORDER # 06-285

DATE 8-8-06

BY *Barbara Hejmanek*
CLERK OF THE BOARD

METRO

By:


Presiding Officer

Council President
(DEB)


Date

Approved as to Form:

By:

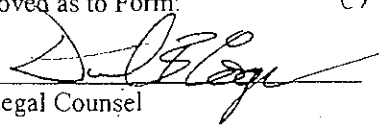

Legal Counsel

EXHIBIT A

PROVISIONS OF AGREEMENT FOR FIRE PROTECTION AND PUBLIC EMERGENCY SERVICES

TUALATIN VALLEY FIRE AND RESCUE DISTRICT, CITY and COUNTY agree:

1. That the TUALATIN VALLEY FIRE AND RESCUE DISTRICT (TVFR) is and shall continue to be the sole provider of fire protection services to the Tigard Urban Service Area (TUSA) shown on Map A.
2. That TVFR, CITY and COUNTY are and shall continue to provide emergency management response services to the TUSA.
3. That TVFR is and shall continue to be the sole provider of all other public emergency services to the TUSA, excluding law enforcement services.

EXHIBIT B

PROVISIONS OF AGREEMENT FOR PUBLIC TRANSIT SERVICE

TRI-MET, CITY, COUNTY and METRO agree:

1. That TRI-MET, pursuant to ORS Chapter 267, is currently the sole provider of public mass transit to the Tigard Urban Service Area (TUSA) shown on Map A. Future options for public mass transit services to the TUSA may include public/private partnerships to provide rail or other transit service, CITY operated transit service, and transit service by one or more public agency to all or part of the area.
2. That TRI-MET shall work with the COUNTY, CITY, and METRO to provide efficient and effective public mass transit services to the TUSA.

EXHIBIT C

PROVISIONS OF AGREEMENT FOR LAW ENFORCEMENT

COUNTY and CITY agree:

1. That as annexations occur within the Tigard Urban Service Area shown on Map A, the CITY will assume law enforcement services and the area will be withdrawn from the Enhanced Sheriff's Patrol District. The Sheriff's Office will continue to provide law enforcement services identified through the Cogan Law Enforcement Project and those services mandated by state law. Eventually, the Enhanced Sheriff's Patrol District, consistent with its conditions of formation, will be eliminated when annexations on a county-wide basis reach a point where the function of the District is no longer economically feasible.
2. That over time as annexations occur within the urban unincorporated area, the primary focus of the Sheriff's office will be to provide programs that are county-wide in nature or serve the rural areas of the COUNTY. The Sheriff's office will continue to maintain needed service levels and programs to ensure the proper functioning of the justice system in the COUNTY. The Sheriff's Office will also continue to provide available aid to smaller cities (e.g., Banks and North Plains) for services specified in the COUNTY'S mutual aid agreement with those cities upon their request. The Sheriff's Office will also consider requests to provide law enforcement services to cities on a contractual basis consistent with the COUNTY's law enforcement contracting policy.
3. That the COUNTY and CITY and other Washington County cities, through the Cogan Law Enforcement Project, shall determine the ultimate functions of the Sheriff's Office that are not mandated by state law.
4. That the COUNTY and CITY shall utilize comparable measures of staffing that accurately depict the level of service being provided to residents of all local jurisdictions in the COUNTY.

EXHIBIT D

PROVISIONS OF AGREEMENT FOR PARKS, RECREATION AND OPEN SPACE

CITY, TUALATIN HILLS PARK AND RECREATION DISTRICT (THPRD), COUNTY, and METRO agree:

1. That the CITY shall be the designated provider of park, recreation and open spaces services to the Tigard Urban Service Area (TUSA) shown on Map A. Actual provision of these services by the CITY to lands within the TUSA is dependent upon lands being annexed to the CITY. Within the Metzger Park Local Improvement District (LID), the CITY will be a joint provider of services. The CITY and THPRD, however, may also enter into inter-governmental agreements for the provision of park, recreation and open space services to residents within each other's boundaries, such as the joint use of facilities or programs. This provision does not preclude future amendments to this AGREEMENT concerning how park, recreation and open space services may be provided within the TUSA.
2. That the CITY and the COUNTY should further examine the feasibility of creating a park and recreation district for the TUSA.
3. That standards for park, recreation, and open space services within the TUSA will be as described in the CITY'S park master plan.
4. That the CITY and COUNTY are supportive of the concept of a parks systems development charge as a method for the future acquisition and development of parks lands in the TUSA that are outside of the CITY. The CITY and COUNTY agree to study the feasibility of adopting such a systems development charge for lands outside of the CITY.
5. That at the next update of its parks master plan, the CITY shall address all the lands within the TUSA.
6. That the Metzger Park LID shall remain as a special purpose park provider for as long as a majority of property owners within the LID wish to continue to pay annual levies for the operation and maintenance of Metzger Park. The CITY and COUNTY also agree to the continuation of the Metzger Park Advisory Board. However, the COUNTY as administrator of the LID, may consider contracting operation and maintenance services to another provider if that option proves to be more efficient and cost-effective. This option would be presented and discussed with the Park Advisory Board before the COUNTY makes a decision.
7. That continuation of the Metzger Park LID shall not impede provision of parks, and eventually recreation services, to the Metzger Park neighborhood by the CITY. Continuation of the Metzger Park LID will be considered as providing an additional level of service to the neighborhood above and beyond that provided by the CITY.

8. That the CITY and COUNTY will coordinate with Metro to investigate funding sources for acquisition and management of parks which serve a regional function.
9. That Metro may own and be the provider of region-wide parks, recreation and open space facilities within the TUSA. Metro Greenspace and Parks facilities typically are to serve a broader population base than services provided to residents of the TUSA by the CITY. Where applicable, the CITY, COUNTY, and METRO will aspire to coordinate facility development, management and services.

EXHIBIT E

PROVISIONS OF AGREEMENT FOR ROADS AND STREETS

CITY and COUNTY agree:

1. Existing Conditions and Agreements

- A. The COUNTY shall continue to retain jurisdiction over the network of arterials and collectors within the Tigard Urban Service Area (TUSA) that are specified on the COUNTY-wide roadway system in the Washington County Transportation Plan. The CITY shall accept responsibility for public streets, local streets, neighborhood routes and collectors and other streets and roads that are not part of the COUNTY-wide road system within its boundaries upon annexation if the street or road meets the agreed upon standards described in Section 2.C.(2) below.
- B. The COUNTY and CITY agree to continue sharing equipment and services with renewed emphasis on tracking of traded services and sharing of equipment without resorting to a billing system, and improved scheduling of services. Additionally, the COUNTY and CITY shall work to improve coordination between the jurisdictions so that the sharing of equipment and services is not dependent on specific individuals within each jurisdiction. The COUNTY and CITY shall also work to establish a more uniform accounting system to track the sharing and provision of services.
- C. Upon annexation to the CITY, the annexed area shall be automatically withdrawn from the Urban Road Maintenance District (URMD).
- D. Upon annexation to the CITY, an annexed area that is part of the Washington County Service District For Street Lighting No. 1 shall be automatically withdrawn from the District. The CITY shall assume responsibility for street lighting on the effective date of annexation of public streets and COUNTY streets and roads that will be transferred to the CITY. The COUNTY shall inform PGE when there is a change in road jurisdiction or when annexation occurs and the annexed area is no longer a part of the street lighting district.

2. Road Transfers

Transfer of jurisdiction may be initiated by a request from the CITY or the COUNTY.

- A. Road transfers shall include the entire right-of-way (e.g., a boundary cannot be set down the middle of a road) and proceed in a logical manner that prevents the creation of segments of COUNTY roads within the CITY'S boundaries.

B. Within thirty days of annexation, the CITY will initiate the process to transfer jurisdiction of COUNTY and public streets and roads within the annexed area, including local streets, neighborhood routes, collectors and other roads that are not of county-wide significance. The transfer of roads should take no more than one year from the effective date of annexation.

C. The COUNTY:

- (1) To facilitate the road transfer process, the COUNTY will prepare the exhibits that document the location and condition of streets to be transferred upon receipt of a transfer request from the CITY.
- (2) Prior to final transfer, the COUNTY:
 - (a) Shall complete any maintenance or improvement projects that have been planned for the current fiscal year or transfer funds for same to the CITY.
 - (b) Shall provide the CITY with any information it may have about any neighborhood or other concerns about streets or other traffic issues within the annexed area. This may be done by providing copies of COUNTY project files or other documents or through joint meetings of CITY and COUNTY staff members.
 - (c) Shall make needed roadway improvements so that all individual roads or streets within the area to be annexed have a pavement condition index (PCI) of more than 40 and so that the average PCI of streets and roads in the annexed area is 75 or higher. As an alternative to COUNTY-made improvements, the COUNTY may pay the CITY'S costs to make the necessary improvements.
 - (d) Shall inform the CITY of existing maintenance agreements, Local Improvement Districts established for road maintenance purposes, and of plans for maintenance of transferred roads. The COUNTY shall withdraw the affected territory from any road maintenance LIDs formed by the COUNTY.

D. The CITY:

- (1) Agrees to accept all COUNTY roads and streets as defined by ORS 368.001(1) and all public roads within the annexed area that are not of county-wide significance or are not identified in the COUNTY'S Transportation Plan as part of the county-wide road system provided the average PCI of all COUNTY and public roads and streets that the CITY is to accept in the annexed area is 75 or higher as defined by the COUNTY'S pavement management system. If any individual COUNTY or public street or road that the CITY is to accept within the area has an average PCI of 40 or less at the time of annexation, the CITY shall assume jurisdiction of the road or street only after the COUNTY has complied with Section 2.C.(2) of this exhibit.
- (2) Shall, in the event the transfer of roads does not occur soon after annexation, inform the newly annexed residents of this fact and describe when and under what

conditions the transfer will occur and how maintenance will be provided until the transfer is complete.

- E. The CITY shall be responsible for the operation, maintenance and construction of roads and streets transferred to the CITY as well as public streets annexed into the CITY. CITY road standards shall be applicable to transferred and annexed streets. The CITY shall also be responsible for the issuance of access permits and other permits to work within the right-of-way of those streets.

3. Road Design Standards and Review Procedures and Storm Drainage

The CITY and COUNTY shall agree on:

- A. The CITY and COUNTY urban road standards and Clean Water Service standards that will be applicable to the construction of new streets and roads and for improvements to existing streets and roads that eventually are to be transferred to the CITY, and streets and roads to be transferred from the CITY to the COUNTY;
- B. The development review process and development review standards for COUNTY and public streets and roads within the TUSA, including COUNTY streets and roads and public streets that will become CITY streets, and streets and roads that are or will become part of the COUNTY-wide road system; and
- C. Maintenance responsibility for the storm drainage on COUNTY streets and roads within the TUSA in cooperation with Clean Water Services.

4. Review of Development Applications and Plan Amendments

- A. The COUNTY and CITY, in conjunction with other Washington County cities and the Oregon Department of Transportation (ODOT), shall agree on a process(es) and review criteria (e.g., types and levels of analysis) to analyze and condition development applications and plan amendments for impacts to COUNTY and state roads.
- B. The review process(es), review criteria, and criteria to condition development and plan amendment applications shall be consistent with the *Oregon Highway Plan*, the *Regional Transportation System Plan*, COUNTY and CITY Transportation Plans and Title 6 of METRO'S *Urban Growth Management Functional Plan*.

5. Maintenance Cooperation

- A. The COUNTY and CITY, in conjunction with ODOT, shall consider developing an Urban Road Maintenance Agreement within the TUSA area for the maintenance of COUNTY, CITY, and state facilities, such as separately owned sections of arterial streets and to supplement the 1984 League of Oregon Cities Policy regarding traffic lights.

- A. The COUNTY and CITY, in conjunction with other Washington County cities, shall develop a set of minimum right-of-way maintenance standards and levels of activity to be used in performance of services provided under the exchange of services agreement described above in 5. a.
 - C. The COUNTY may contract with the CITY for the maintenance of COUNTY streets and roads within the TUSA utilizing an agreed upon billing system.
 - D. The COUNTY, CITY and ODOT, in conjunction with other Washington County cities, will study opportunities for co-locating maintenance facilities.
6. Implementation

Within one year of the effective date of this AGREEMENT, the CITY and COUNTY agree to develop a schedule that describes when the provisions of this exhibit shall be implemented.

EXHIBIT F

PROVISIONS OF AGREEMENT FOR SANITARY SEWER AND STORM WATER MANAGEMENT

CLEAN WATER SERVICES, (CWS), CITY and COUNTY agree:

1. As a county service district organized under ORS 451, CWS has the legal authority for the sanitary sewage and storm water (surface water) management within the CITY and the urban unincorporated area. CWS develops standards and work programs, is the permit holder, and operates the sanitary sewage treatment plants.
2. The CITY performs a portion of the local sanitary sewer and storm water management programs as defined in the operating agreement between the CITY and CWS. This agreement shall be modified on an as-needed basis by entities to the agreement.
3. At the time of this AGREEMENT, the following are specific issues that the parties have addressed as part of this process and agree to resolve through changes to current intergovernmental agreements.
 - A. Rehabilitation of Sewer Lines with Basins Identified with High Levels of Infiltration and Inflow (I & I).
 - B. For lines that are cost-effective to do rehabilitation, CWS and the CITY will consider cost-sharing regardless of line size under a formula and using fund sources to be agreed on between CITY and CWS. The cost-share is to be determined through specific project intergovernmental agreements. Following the evaluation of program funding methods, CWS, in cooperation with the CITY, will determine the long-term funding for I & I and other rehabilitation projects.
 - C. CWS, with assistance from the CITY and other Washington County cities, shall undertake periodic rate studies of monthly service charges to determine whether they are adequate to cover costs, including costs of maintenance and rehabilitation of sewer lines. The rate study shall consider sewer line deterioration and related maintenance and repair issues.
4. Master and Watershed Planning:
 - A. Primary responsibility for master and watershed planning will remain with CWS, but the CITY will be permitted to conduct such planning as long as these plans meet CWS standards. CWS and the CITY shall use uniform standards, such as computer modeling, to conduct these studies. CWS and the CITY shall determine their respective cost-sharing responsibility for conducting these studies.

- B. CWS and the CITY, in conjunction with other Washington County cities using the City/District Committee established by CWS, shall develop uniform procedures for the coordination and participation between CWS, the CITY and other cities when doing master and watershed planning.

5. Sanitary Sewer Systems Development Charges

CWS and the CITY, in conjunction with other Washington County cities, shall use the results of the CWS Conveyance System Management Study, or updates, for options for collection and expenditure of SDC funds to address current disparities between where funds are collected and where needs are for projects based on an agreed upon CITY/CWS master plan.

6. Storm Water Management System Development Charges

- A. CWS and the CITY shall use the results of the CWS Surface Water Management Plan Update Project to address all aspects of storm water management and to provide more direction to CWS and the CITY.
- B. Watershed plans being prepared by CWS for storm water management shall address the major collection system as well as the open-channel system to identify projects for funding.

7. Maintenance

CWS, in cooperation with the CITY and other Washington County cities, shall use the results of the CWS Conveyance System Management Study for guidance to resolve issues related to roles of the DISTRICT and the cities in order to provide more cost effective maintenance of the collection systems.

EXHIBIT G

PROVISIONS OF AGREEMENT FOR WATER SERVICE

TUALATIN VALLEY WATER DISTRICT (TVWD), TIGARD WATER DISTRICT (TWD), CITY and COUNTY agree:

1. Supply:
 - A. Supply generally will not impact service boundaries, given that a limited number of sources provide all the water in the study area and the number of interconnections between providers are increasing and are encouraged to continue in the future.
 - B. Future supply and conservation issues may be addressed through the Regional Water Consortium to the extent reasonable and practicable for water providers in Washington County. Service providers in the TUSA shall continue to participate in the Consortium and use it as the forum for raising, discussing and addressing supply issues.
 - C. The Consortium may also serve as a forum to discuss and resolve water political issues to the extent reasonable and practicable for water providers in Washington County. The Consortium is an appropriate forum to bring elected officials together and for promoting more efficient working relationships on water supply and conservation issues.
 - D. Intergovernmental agreements shall address ownership of interconnections between CITY and Districts' sources, whether for the purpose of wholesale provision of water from one entity to the other or for emergency use, in the case of a boundary change that involves the site of the interconnection.
2. Maintenance/Distribution:
 - A. TVWD, TWD and the CITY do not anticipate any events in the foreseeable future that would necessitate maintenance, rehabilitation or replacement beyond the financial reach of any of the water providers in the TUSA. Each provider will continue to be responsible for providing the financial revenue stream through rates and charges and to accrue adequate reserves to meet foreseeable major maintenance needs.
 - B. TVWD, TWD, CITY, and COUNTY agree to maintain and participate in the Cooperative Public Agencies of Washington County in order to efficiently share and exchange equipment and services.
 - C. To the extent reasonable and practicable, TVWD, TWD and the CITY shall coordinate mandated (under Oregon law) underground utility locating services to efficiently provide service within the urban service areas.
 - D. TVWD, TWD and CITY agree to provide to one another copies of as-builts of existing and new facilities and other types of water system maps for the purposes of facilitating

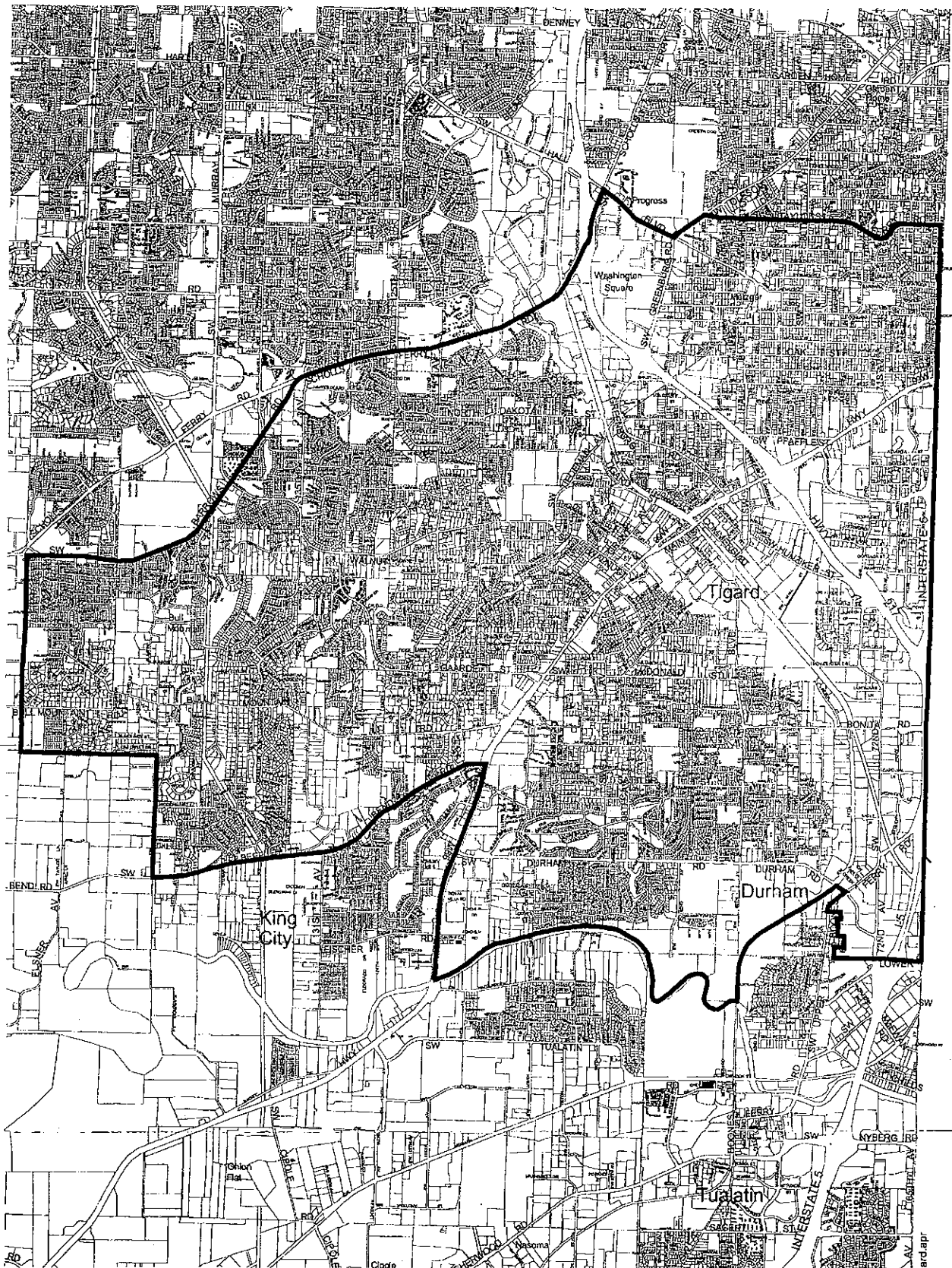
planning, engineering and design of other utilities or structures that may connect, intersect or be built in proximity to CITY facilities. The CITY agrees to incorporate such mapping into its GIS mapping system of utilities and other facilities. TVWD, TWD and CITY agree to develop and maintain a common, on-going, up to date GIS mapping system showing facilities of each water provider within the TUSA.

3. Customer Service/Water Rates:



- A. Price of supply and bonded indebtedness will most likely have the greatest impact on rates.
- B. TVWD, TWD, and the CITY believe that rates are equitable within the TUSA.
- C. Given adequate water pressure, level and quality of service should not vary significantly among different water providers in the TUSA and does not appear to be an issue for most customers.

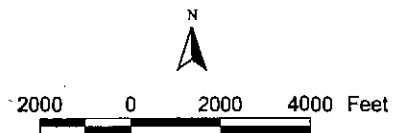
4. Withdrawal/Annexation/Merger:

- A. Notwithstanding Section I of this AGREEMENT - Roles and Responsibilities, or existing agreements between the providers, future annexations may lead to changes in service provision arrangements. Modifications to any service area boundary shall comply with METRO Code Chapter 3.09 and provisions identified under Section IV. If necessary, the Metro Boundary Appeals process shall be employed to resolve conflicts between parties as they arise. TVWD, TWD, and the CITY shall continue to work together to adjust boundaries as appropriate to improve the cost-effectiveness and efficiency of providing service.
- B. In the event that the entire service area of any DISTRICT is annexed in the future, that district shall be dissolved. No attempt shall be made to maintain the district by delaying annexation of a token portion of the district (e.g., the district office).
- C. The area of TVWD known as the Metzger service area shall remain in TVWD, except those portions agreed to by both TVWD and CITY that may be withdrawn from TVWD upon annexation to the CITY. In exchange, TVWD will support the CITY joining as a partner of the Joint Water Commission.
- D. Providers that propose a merger, major annexation or dissolution shall give all providers in the study area an opportunity to influence the decision as well as plan for the consequences. None of the parties waives its right to contest a major or minor boundary change by any of the other parties on the issue of the appropriate service provider for the area encompassed by the boundary change except when the party has expressly waived that right as to a described service area in an agreement executed subsequent to this agreement.



MAP A
Tigard Urban Service Area Boundary
 November 2002

-  Tigard Urban Service Area Boundary
-  City of Tigard



jarc@oregon.gov/jarc/jeanne/sb122/tigard.apr
 Tigard, OR 97146

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 10-4108, FOR THE PURPOSE OF APPROVING AMENDMENT TO EXHIBIT D OF THE TIGARD URBAN SERVICE AGREEMENT TO ALLOW WASHINGTON COUNTY TO REFER THE FORMATION OF TIGARD-TUALATIN AQUATIC DISTRICT TO VOTERS FOR THE MAY 2010 ELECTION

Date: December 24, 2009

Prepared by: Gerry Uba x1737

BACKGROUND

Washington County is requesting Metro to approve a slight amendment to the Tigard Urban Service Agreement. The purpose of the amendment is to allow the County to refer the formation of Tigard-Tualatin Aquatic District (to operate and manage the aquatic centers at Tigard and Tualatin High Schools) to voters for the May 2010 election. According to the information staff received, a large group of citizens are working with Washington and Clackamas Counties as well as the cities of Tigard, Tualatin, King City, Durham, Portland and Beaverton to get approvals to establish the district.

The amendment to the Tigard Urban Service Agreement was made only in one of the exhibits (Exhibit D) and not to the body of the agreement. Metro signed the original agreement in July 2006.

The formation of a special service district is a land use decision, and the County Board must determine whether it meets the relevant standards of its statutes, the Metro Code and the comprehensive plans of the county and cities. The change requires approval from Tigard, Washington County, Tualatin Hills Park and Recreation, and Metro. The two local governments and THPRD has approved the amendment.

The Office of Metro Attorney reviewed the proposed amendment to the Tigard Urban Service Agreement and determined that the amendment does not affect the body of the agreement or impose any obligations upon Metro. With the assistance of Metro's records officer, staff searched for a resolution that may have been used to authorize the signing of the original agreement in 2006, but there was none.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to the amendment of the Tigard Urban Service Agreement.

2. Legal Antecedents

In pursuant to ORS 195.025(1), Metro signed the Tigard Urban Service Agreement in July 2006. Washington County is required by ORS 195.065(2) to notify Metro of amendments to the agreement.

3. Anticipated Effects

There is no anticipated effect of the amendment to Metro.

4. Budget Impacts

There is no certainty at this time when taxes for the proposed district (in the petitioners' economic feasibility report) can be levied.

RECOMMENDED ACTION

Approve the proposed amendment to the Tigard Urban Service Agreement requested by Washington County.