

**Beaverton-Washington County Intergovernmental Agreement
Interim Urban Services Plan**

This AGREEMENT is made and entered into as of the _____ day of December, 2004 by and between Washington County, a political subdivision of the State of Oregon, hereinafter "COUNTY," and the City of Beaverton, a municipal corporation of the State of Oregon, hereinafter "CITY".

RECITALS

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, the COUNTY and the CITY with other affected local governments and special districts have worked together over the last several years to complete an urban service agreement for the area in the vicinity of the present CITY boundaries, and it is anticipated such an agreement will be completed and approved by all affected parties in the near future; and

WHEREAS, there is agreement between the CITY and COUNTY on several key components of an urban services agreement and CITY and COUNTY desire to memorialize and implement those terms in advance of adoption of a final Urban Services Agreement,

Now, therefore, under the authority provided for in ORS Chapter 190 and 195 it is agreed by and between the parties hereto as follows:

I. ROLES AND RESPONSIBILITIES

- A. The CITY is the appropriate long-term provider of municipal services to those areas identified on Maps 'A' and 'B', except for those services that are to be provided by a special or county service district.
- B. The COUNTY will not oppose annexations by the CITY of unincorporated properties within the area identified on Map 'A'.
- C. The CITY will coordinate with the COUNTY to develop and implement a strategy for approaching larger unincorporated residential neighborhoods within the area described on Map 'A' about annexation prior to initiating annexation of those areas.
- D. Except as provided in paragraph E, CITY shall not promote, initiate or accept annexation of any property outside of the boundary set forth on Map 'A' for a period of 10 years from the date of this Agreement. CITY shall inform COUNTY of any annexation proposals it receives involving such area.
- E. COUNTY may provide CITY with written consent to initiate or accept a specific annexation in the area outside of that shown on Map 'A' upon a request from the CITY. Such consent shall not obligate CITY to initiate or accept annexation. Unless otherwise provided in the consent, COUNTY consent shall be limited to the specific properties and

other terms and conditions set forth therein. CITY may not accept or approve any modifications to the proposed annexation without further written consent of COUNTY.

- F. CITY shall not object to or hinder the provision of sewer, water, storm drainage, road access, or other urban services to properties outside of the area shown on Map 'A' by providers other than CITY, including Clean Water Services (CWS). As it pertains to the provision of sewer services, this agreement shall be read consistently with the CITY's intergovernmental agreement with the Clean Water Services District but CITY shall not preclude CWS from issuing permits and otherwise serving the properties outside of the area shown on Map 'A', notwithstanding that the sanitary line is under the control of the CITY. CITY shall not be required to provider sewer service to any property outside the boundary set forth on Map 'A'. Nothing herein precludes CITY from providing such services except that CITY shall not condition provision of such services on annexation to CITY.
- G. The COUNTY will work with the CITY to resolve any remaining "double taxation" issues resulting from use of COUNTY property tax revenues generated by properties within the CITY to pay for services primarily benefiting unincorporated area residents and businesses.
- H. CITY shall not oppose the creation of one or more County Chapter 451 Service Districts to provide urban services to properties outside of the area shown on Map 'A', provided that any such new county service district(s) is subject to a "sunset" provision not exceeding 10 years from formation as permitted by ORS 198.925. CITY shall not oppose efforts by COUNTY to obtain legislation authorizing a consolidated service district or similar mechanism to implement this provision.
- I. The parties will work diligently and in good faith to adopt within one year an urban service agreement(s) that fully comports with ORS 195.065 et. seq. and covers some or all of the area shown in Map 'B'. This includes, but is not limited to, provisions addressing water service, potential transfer of employees and equipment and such other matters as are necessary and appropriate.
- J. The COUNTY and the CITY agree to work toward completion of a memorandum of understanding within two months of the date of this Agreement between the COUNTY's Director of Land Use and Transportation and the CITY's Community Development Director specifying the process to provide the CITY with the most recent land use decisions for annexed properties.

II. TERM OF THE AGREEMENT

This AGREEMENT shall continue to be in effect for 10 years from the date of execution. It is understood that it may be supplemented or replaced by an urban service agreement adopted pursuant to ORS 195.065.

III. PROCESS FOR REVIEW AND MODIFICATION OF THE AGREEMENT

Either party may propose amendments to this agreement to address concerns or changes in circumstances. This AGREEMENT may only be changed by written consent of both parties.

IV. DISPUTE RESOLUTION

If a dispute arises between 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 binding arbitration.

V. 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.

VI. SIGNATURES OF PARTIES TO AGREEMENT

In witness whereof, this AGREEMENT is executed by the authorized representatives of the COUNTY and the CITY. 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 BEAVERTON

By: Rob Drake

Rob Drake, Mayor

12/20/04
Date

Approved as to Form:

By: Alan A. Rappley

City Attorney

WASHINGTON COUNTY

By: Tom Brian

Tom Brian, Chair
Board of Commissioners

12-21-04
Date

Approved as to Form:

By: Dale

County Counsel