

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
ESTABLISHING THE TUALATIN VALLEY ASSOCIATION OF GOVERNMENTS

WHEREAS, there are substantial urban problems involving both City and County jurisdictions which can best be resolved on an area-wide cooperative basis, including questions concerning future land use, water supply, sewage disposal, water resource development, transportation etc; and

WHEREAS, Washington County and certain Cities situated therein, desire to provide themselves with an organization for the joint study of these and other problems and to assist in the coordination of policy between their respective jurisdictions; and

WHEREAS, the aforementioned Cities desire to provide jointly for a planning staff to assist said Cities collectively and individually within their respective jurisdictions; and

WHEREAS, ORS. 190.010 authorizes local governments to make agreements for the joint performance of planning studies, preparation of proposed master plans and other functions that can be logically performed on a cooperative basis; and

WHEREAS, the aforementioned Cities and County intend to establish an organization for these and other purposes, to be known as the Tualatin Valley Association of Governments; and

WHEREAS, said Agreement will not become effective until executed by Washington County and five Cities,

IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the Mayor is authorized on behalf of the City of Sherwood to enter into the agreement to establish the Tualatin Valley Association of Governments to provide for studying the regional problems and mutual interests of principal governmental organizations within the Tualatin Valley and to consider comprehensive plans for the growth and development thereof.

SECTION 2. That a copy of said agreement is attached hereto and made a part of this Resolution as if incorporated herein.

SECTION 3. That the City Recorder is hereby authorized and directed to forward a signed copy of the agreement to the office of the City-County Joint Planning Advisory Board and further directed to forward to the City-County Joint Planning Advisory Board the name of A A Eichelberger as the initial representative of the City of Sherwood to the Tualatin Valley Association of Governments.

Adopted and passed this 16th day of November 1966

Approved by the Mayor this 16th day of November, 1966.

A. A. Eichelberger
Mayor

Jeanette Allison
Recorder

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A G R E E M E N T

establishing the

TUALATIN VALLEY ASSOCIATION OF GOVERNMENTS

THIS AGREEMENT made and entered into by and between Washington County, hereinafter referred to as "County", and the undersigned Municipal corporations of the State of Oregon hereinafter referred to as "City" or "Cities";

WITNESS THAT:

WHEREAS, there are substantial urban problems involving both City and County jurisdictions which can best be resolved on an area-wide cooperative basis, including questions concerning future land use, water supply, sewage disposal, water resource development, transportation etc; and

WHEREAS, the undersigned Cities and County desire to provide themselves with an organization for the joint study of these and other problems and to assist in the coordination of policy between their respective jurisdictions; and

WHEREAS, the undersigned Cities desire to provide jointly for a planning staff to assist the Cities collectively and individually within their respective jurisdictions; and

WHEREAS, ORS. 190.010 authorizes local governments to make agreements for the joint performance of planning studies, preparation of proposed master plans and other functions that can be logically performed on a cooperative basis;

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ESTABLISHMENT OF TUALATIN VALLEY ASSOCIATION OF GOVERNMENTS: The parties hereto hereby establish the Tualatin Valley Association of Governments, hereinafter referred to as "TVAG", all as hereinafter provided.
 - a. Washington County and any city wholly or partially within Washington County may become a member of TVAG by execution of this Agreement and by providing representation as hereinafter provided.
 - b. Other public agencies may become non-voting, ex-officio members of TVAG by providing representation and annual contributions as may be prescribed by the Executive Committee.
2. PURPOSES: The purposes of TVAG shall be:
 - a. To study or cause to be studied, problems of concern to its constituent agencies and to issue reports and make recommendations in accordance therewith;
 - b. To provide a forum for the discussion of area-wide problems and coordination of policy, and to formulate joint policy to be recommended for adoption by its constituent agencies;
 - c. To prepare and adopt comprehensive area-wide plans and to recommend said plans for adoption by its constituent agencies;
 - d. To provide jointly for a planning staff to assist the Cities collectively and individually within their respective jurisdictions;
 - e. To render advice and technical assistance to its constituent agencies and to other agencies upon their request.

3. POWERS: In accordance with this Agreement, TVAG may:
- a. Sponsor or authorize other parties to sponsor, on behalf of its constituent agencies, applications for grants in aid;
 - b. Receive and disburse contributions or grants in aid from the State or Federal Governments, or any other sources including its own constituent agencies;
 - c. Employ persons for the performance of services, subject to the rules and regulations of the Washington County Civil Service Act, and within the limits of an annual budget as may be approved and adopted each year by the Executive Committee;
 - d. Enter into contracts on behalf of any or all of its constituent agencies, for the performance of any service, provided however, that if any contracts involve any additional financial obligation, over and above the annual contributions specifically provided for by this Agreement, said contracts and additional financial obligations shall require specific authorization by the effected constituent agencies;
 - e. Acquire and dispose of property, sue and be sued, and in all other respects conduct its business as an independent legal entity.
4. EXECUTIVE COMMITTEE: Subject to the limitations of this Agreement, the Executive Committee as hereinafter described shall be the policy making and governing body of TVAG and shall be organized and constituted as follows:
- a. Representation on the Executive Committee shall be composed of five representatives of the County and one representative from each City. Permanent representatives of the County shall consist of the Washington County Board of Commissioners. Permanent representatives of the Cities shall consist of the Mayors of the Cities. Any representative may send as a proxy, any member of his respective Planning Commission and/or City Council. The Executive Committee shall meet at least once every two months and as often as necessary to fulfill its purposes and functions as authorized herein.
 - b. Elected officers shall consist of a Chairman and Vice-Chairman, one of which shall be a City representative and the other of which shall be a County representative. Term of office shall be one year and, each year, the City and County officers shall be reversed. The Secretary shall consist of the City or County Planning Director and shall alternate each year with the Chairmanship, that is, if a County representative is elected Chairman, then the County Planning Director shall act as Secretary during his term of office, or, if a City representative is elected Chairman, the City Planning Director shall act as Secretary during his term of office.
 - c. Each delegate shall have one vote on any issue. However, action on any issue, except as hereinafter provided otherwise, may be taken only by affirmative consent of both a majority of its County and a majority of its City representatives who are present and voting on the question. A majority of its City members and a majority of its County members shall constitute a quorum.

5. TECHNICAL ADVISORY COMMITTEE: A Technical Advisory Committee composed of the County Administrative Officer, the County and City Planning Directors, two members of the County Planning Commission, to be selected by the County members of the Executive Committee, and two representatives of the Cities to be selected by the City representatives of the Executive Committee, shall be responsible for the technical coordination of the programs of the City and County Planning Departments. The County Administrative Officer shall be permanent Chairman of the Technical Advisory Committee. Either the City or County Planning Director, whichever is not acting as Secretary to the Executive Committee, shall act as Secretary to the Technical Advisory Committee. The Technical Advisory Committee shall meet at least once each month, and as often as necessary, to insure coordination and to prevent duplication of effort. The Technical Advisory Committee shall also hold meetings with representatives of other agencies such as the County Engineer, County Health Officer, City Administrators etc. to insure coordination with all interested and/or affected governmental agencies.
6. AREA-WIDE PLANNING:
- a. The Executive Committee shall have primary responsibility for the supervision of area-wide planning studies involving both City and County jurisdictions. Its reports shall be submitted as recommendations for adoption by its constituent agencies.
 - b. The Executive Committee shall appoint any person it deems qualified as director for Area-Wide Planning. The Area-Wide Planner shall serve at the pleasure of the Executive Committee and with such salary or other remuneration as determined by it.
 - c. The Executive Committee may appoint the County Planning Director to serve also as Area-Wide Planner. If so appointed, he shall be responsible to the Executive Committee in his capacity as Area-Wide Planner, while remaining responsible to the County Board of Commissioners in his capacity as County Planning Director. If the County Planning Director is appointed as Area-Wide Planner, he shall receive no further remuneration over and above his salary as County Planning Director.
7. COUNTY PLANNING: Responsibility for planning in the unincorporated portions of the County is vested in the Washington County Planning Commission and the Washington County Board of Commissioners. Nothing in this Agreement is intended to detract from that authority, nor is it intended to preclude the County from conducting studies, preparing reports or plans it is legally entitled to make, nor is it intended to preclude the County from seeking State or Federal assistance for these purposes.
8. CITY PLANNING:
- a. Responsibility for planning in the incorporated portions of the County is vested in the City Planning Commissions and City Councils. Nothing in this Agreement is intended to detract from that authority, nor is it intended to preclude the Cities from conducting studies, preparing reports or plans they are legally entitled to make, nor is it intended to preclude the Cities from seeking State or Federal assistance for these purposes.

- b. The City members of TVAG shall sponsor a City Planning Department which shall consist of a City Planning Director to be appointed by the City representatives on the Executive Committee and such other personnel as authorized by the annual budget, said personnel to be deemed employees of Washington County. The City Planning Director shall advise the City Planning Commissions and City Councils, party to this Agreement, on the adoption and revision of the Cities' comprehensive plans of development, and on the adoption and revision of the zoning, planning and building ordinances authorized by the Cities' Charters and applicable Statutes of the State of Oregon. In all matters related to adoption, revision or administration of City planning or zoning ordinances, the City Planning Director shall be responsible to the City within whose jurisdiction the problem resides. In all matters involving area-wide planning considerations or in all matters involving the overall City planning program, the City Planning Director shall be responsible to the City representatives on the Executive Committee. The City Planning Director shall be responsible to the Washington County Administrative Officer in all matters concerning facilities, civil service, administration and purchases.

9. FINANCES:

- a. Area-Wide Planning shall be financed on a project by project basis with such financial contributions, staff assistance, consultants etc., as determined by the Executive Committee except, however, if any constituent agency declines to participate in any Area-Wide Project, said agency shall not be required to provide financial or other assistance toward said project. During the third quarter of each fiscal year, the Executive Committee shall adopt a program for Area-Wide Planning, consisting of a list of projects to be conducted within the ensuing fiscal year(s), estimated costs, proposed financing, etc. Said program shall be submitted to each constituent agency for review and comment prior to final adoption by the Executive Committee. An Area-Wide planning budget shall be approved by the Executive Committee prior to final adoption within the Washington County budget. Washington County shall be authorized as trustee for Area-Wide Planning funds, and expenditures from said funds shall be subject to the approval of the Board of Commissioners, in accordance with the approved Area-Wide planning budget.
- b. City Planning shall be financed by annual contributions from all member Cities at the rate of at least \$.30 per capita, using as a population base, the July estimate for the previous year as prepared by the Oregon State Board of Census, with, however, a minimum annual contribution from any City of no less than \$100. Any City may provide additional contributions to be used for special, additional planning work for that City. The County shall each year provide office space and utilities for the City Planning Department, and such other contributions as the County Board of Commissioners may provide, as authorized each year in the County budget. During the third quarter of each fiscal year, the Executive Committee shall adopt a program for City Planning, consisting of a list of projects to be conducted within the ensuing fiscal year(s), estimated costs, proposed financing, etc. Said program shall be submitted to each constituent agency for review and comment prior to adoption by the Executive Committee. A City Planning budget shall be approved by the Executive Committee prior to final adoption within the Washington County budget. Washington County shall be authorized as trustee for City Planning funds, and expenditures from said funds shall be subject to the approval of the Board of Commissioners, in accordance with the approved City Planning budget.

c. Special projects involving outside agencies or only certain members of TVAG may be financed and staffed on a contractual basis, as mutually agreeable to the Executive Committee and the parties involved.

10. DURATION: This Agreement shall be in full force and effect from the date of this Agreement and shall thereafter continue from year to year for an indefinite period until terminated by the act of a majority of the parties hereto. Any party to this Agreement may withdraw unilaterally at the end of any budget year, providing that written notice is forwarded to the TVAG one month prior to the date of withdrawal. In the event that a single party to this Agreement withdraws at the end of the budget year, the withdrawing party shall receive as a refund, a portion of the unexpended and uncommitted funds remaining in the City Planning Trust Fund, in proportion to the withdrawing party's annual contribution thereto. In the event this Agreement is terminated by a majority of the parties hereto, all unexpended and uncommitted sums remaining in the City Planning Trust Fund shall be refunded in proportion to the contribution of each party hereto.

Approved this _____ day of _____, 1966

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