

City of Sherwood, Oregon

ORDINANCE NO. 90-908

AN ORDINANCE ADOPTING NEW AGREEMENTS BETWEEN THE CITY OF SHERWOOD AND UNIFIED SEWERAGE AGENCY FOR THE PROVISION, AND MANAGEMENT OF SANITARY SEWERAGE, AND SURFACE WATER SERVICES, AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City and the Unified Sewerage Agency (USA) have cooperatively provided sanitary sewerage treatment and other services, and

WHEREAS, USA, with the City's concurrence and cooperation, has taken on the responsibility of surface water management, and

WHEREAS, existing agreements between USA and the City must be amended to reflect these additional responsibilities.

NOW, THEREFORE, THE CITY ORDAINS AS FOLLOWS;

Section 1: Basic Agreement: The basic agreement between USA and the City of Sherwood is hereby amended, and is attached as Exhibit "A".

Section 2: City Committee: A second agreement between USA and the City is hereby adopted, said second agreement establishing a committee empowered to review the performance of USA and other member jurisdictions, and is attached as Exhibit "B".

Section 3: Effective Date: This ordinance shall become effective on the 30th day after its enactment by the City Council and approval by the Mayor.

Duly passed by the City Council this 23<sup>rd</sup> day of May, 1990.

Polly Blankenbaker  
Polly Blankenbaker, City Recorder

Approved by the Mayor this 24<sup>th</sup>  
day of May, 1990.

Norma Jean Oyler  
Norma Oyler, Mayor

	<u>AYE</u>	<u>NAY</u>
Birchill	<u>X</u>	<u>      </u>
Chavez	<u>X</u>	<u>      </u>
Hitchcock	<u>X</u>	<u>      </u>
Boyle	<u>X</u>	<u>      </u>
Oyler	<u>X</u>	<u>      </u>

#### AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1990, between the City of Sherwood a municipal corporation of the State of Oregon, hereinafter referred to as "City," and the Unified Sewerage Agency of Washington County, a municipal corporation and county service district, hereinafter referred to as the "Agency."

WHEREAS, the Agency was duly formed and organized under ORS Chapter 451, has the authority to provide sanitary sewerage treatment facilities, and to provide for storm and surface water management within its boundaries; and City is within the Agency by action of its Council and pursuant to an election duly conducted within the boundaries of the Agency; and

WHEREAS, City and Agency have the authority to enter into contracts for the cooperative operation of service facilities under ORS 451.560 and ORS Chapter 190; and

WHEREAS, Agency has developed a master plan and a master plan update for sewerage facilities, and a surface water management plan, and is in a position to coordinate and unify sanitary sewer treatment facilities and storm and surface water management, and regulation of waste water quality and quantity into an integrated system for the areas within the Agency; and

WHEREAS, City and Agency previously entered into an Agreement for the cooperative operation of sanitary sewer service facilities, and said Agreement is in need of amendment to address surface water management functions and other issues; and it would be in the best interest of the Agency and City to consolidate provisions of the original agreement, previous amendments, and additional amendments into a single document.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

#### Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

A. Board shall mean the Board of Directors of the Agency, its governing body.

B. Connection Charge means the amount charged for connection to the sanitary or storm and surface water system.

C. Council shall mean the City Council, governing body of the City.

M. Sanitary Sewer Service Charge means a regular charge to a property owner or occupant of designated premises for the use of the sanitary sewerage system.

N. Sewage Treatment Facility means any facility designed for the purpose of the appropriate treating, holding, disposal, and discharge or reuse of sanitary sewage, including byproducts of such treatment processes.

O. Sewage Collection System means any system of pipes, and pumping facilities designed for the collection of sanitary sewage for the purpose of transporting such material to a sewage treatment facility.

P. Standards means the standards and conditions of use of the storm and surface water system and the sanitary sewer system as specified and adopted by the Agency. Standards also shall mean applicable statutes and rules of the United States and the State of Oregon.

Q. Storm and Surface Water Service Charge means a regular charge to a property owner or occupant of designated premises for the contribution of runoff or pollution, (as defined in ORS 468.700), or both to the storm and surface water system.

R. Storm and Surface Water System means any combination of publicly owned storm and surface water quality treatment facilities, pumping, or lift facilities, storm drain pipes and culverts, open channels, creeks and rivers, force mains, laterals, manholes, catch basins and inlets, grates and covers, detention and retention facilities, laboratory facilities and equipment, and any other publicly owned facilities for the collection, conveyance, treatment and disposal of storm and surface water comprising the total publicly owned storm and surface water system within Agency jurisdiction, to which sanitary sewage flows are not intentionally admitted.

S. Storm and Surface Water System Development Fee is a charge for construction or other activity that causes or is likely to cause, an increase from the natural state of storm water runoff quantity or pollution, (as defined in ORS 468.700), or both, to the storm and surface water system. Such fee is for capital improvements associated with such construction or other activity, and may be a reimbursement fee or a fee for improvements to be constructed.



## Section 2. Operating Procedures and Relationships

The City agrees to:

- A. Follow and enforce the orders promulgated by the Agency, and to notify Agency of apparent violations thereof which may require Agency legal action. The Agency, in cooperation with the Cities and the Committee formed in Section 5-C, shall adopt policies, standards, specifications, and performance criteria necessary for the proper and effective operation of the Agency and to comply with State and Federal permits, laws and regulations.
- B. Refer persons who may require an industrial waste discharge permit to the Agency. City shall not issue any sanitary sewer permit to non-residential customers without verification that the Agency has issued an industrial waste permit, or the Agency has determined that none is required.
- C. Provide notice to and obtain Agency review and approval of plans and specifications as the Agency may require for any addition, modification or reconstruction (other than repairs) of the publicly-owned sanitary sewerage system prior to undertaking work thereon.
- D. Provide notice to and obtain Agency review and approval of plans and specifications as the Agency may require prior to allowing any addition or construction (other than repairs) of the publicly-owned storm and surface water system to insure conformance to adopted Agency standards, orders, and master plans.
- E. Obtain Agency review and approval prior to entering into any agreement for the use of the storm and surface water system or the sanitary sewerage system, other than for issuance of connection permits.
- F. Inform the Agency in writing not less than 30 days prior to initiating or entering into any agreement for the financing or incurring of indebtedness relating to the storm and surface water system or the sanitary sewerage system. City shall not obligate any Agency revenues of the sewer fund or storm and surface water fund, nor shall facilities of the sanitary or storm and surface water system be obligated for any debt.

- G. Establish in its record a separate account for the storm and surface water program and one for the sanitary sewerage program for the purpose of accounting for connection and user fees collected and received by the City pursuant to this agreement.
- H. Allow the Agency access at any reasonable time upon reasonable notice to inspect and test storm and surface water facilities and sewerage facilities within the City.
- I. Grant the Agency permits from time to time as may be necessary for the installation of storm and surface water facilities and sewerage facilities in the public streets and ways of the City without imposing permit issuance fees, provided that the Agency shall adhere to any conditions required pursuant to ORS 451.550(6).
- J. Take such curative or remedial action as and when necessary to maintain that portion of the publicly-owned sanitary sewerage system under the jurisdiction of the City in accordance with prescribed Agency standards, subject, however, to budgetary limitations and to the extent that the City may be lawfully authorized to act.
- K. Follow and accomplish the work program developed by the Agency for the storm and surface water program for that portion of the publicly-owned storm and surface water system under the jurisdiction of the City as defined in Section 3-A in accordance with prescribed Agency standards, subject, however, to budgetary limitations and to the extent that the City may be lawfully authorized to act.
- L. To issue no new permit for the construction within, or modification to a wetland, floodway, or floodplain without first receiving the written approval by the Agency to do so. This paragraph shall not apply to permits issued by City pursuant to a current permit under 33 USC Section 1344(e), (a section 404 general permit), and within the scope of such permit.
- M. To pursue when City deems feasible and appropriate the conversion of storm and surface water facilities from private to public ownership, through the acquisition of easements and other property rights as necessary, for those privately owned storm and surface water facilities which are identified as being necessary or appropriately a part of the public system.

### Section 3. Ownership and Responsibilities

- A. The City shall be responsible for the installation, construction, operation, maintenance, repair, replacement, and financing; processing of non-industrial and erosion control permit applications; inspection of connections; billing, collection, accounting and recording connection fees, inspection fees, and monthly service charges; within its corporate limits and within the purview of this agreement for the following facilities and functions:
1. Sanitary sewer lines and facilities having a diameter of less than 24 inches, unless otherwise agreed to by the Agency and City.
  2. Storm and surface water facilities within the City, and the portions of the total work program, to be the responsibility of the City are identified and described in the Program Summary and Map, hereby incorporated as Exhibit A. This Program Summary and Map may be modified from time to time by mutual written agreement of the City and Agency.
- B. The Agency shall be responsible for the installation, construction, operation, maintenance, repair, replacement, and the financing thereof, of all publicly owned storm and surface water facilities, and sanitary sewerage facilities within the City not identified in Section A above. In addition, the Agency shall have exclusive jurisdiction over industrial waste discharges with regard to permits, service fees, billings, collection, regulations and enforcement. Upon receipt of any application for an industrial waste discharge permit within a City territory, the Agency shall so inform City and shall coordinate with any other applicable development or construction permits of City.
- C. The City previously transferred to Agency certain real and personal property of the sanitary sewerage system. The City hereby transfers, assigns and set over to the Agency all of the City's ownership interests in and to the storm and surface water facilities of the City listed in Exhibit A and described in Section B above, as being the responsibility of the Agency. City further transfers to Agency all easements, rights-of-way and permits held by the City with respect to the foregoing but subject to the terms and provisions thereof, to all of which the Agency shall be bound and conform and shall save, hold harmless and indemnify the City from any failure to conform thereof, to the extent allowed by law. City and Agency shall execute all documents necessary to transfer title to any real property interests by December 31, 1990.

With respect to all transfers of fee title to real property, each party shall have the right, at its expense, to perform an environmental assessment prior to accepting title to property. Any terms and conditions prescribing cleanup of the property shall be subject to negotiation of the parties and included in the instrument of transfer of the property. Agency agrees that all of its right, title and interest in any and all facilities transferred to it by City under this subsection shall revert to City no later than six months after Agency discontinues operation or use of such facility and Agency agrees to execute any and all documents necessary to effect such conveyance.

- D. The City hereby excepts and reserves to itself all interests in real property not expressly to be transferred by this agreement, including all such property utilized in connection with treatment facilities; provided, however, that the City does hereby grant to the Agency consent for the nonexclusive use of such lands as may be necessary to enable the Agency to own, operate and maintain such facilities.
- E. Agency will not establish local assessment districts within the City, without first obtaining City approval.
- F. Agency will process applications from City pursuant to Section 2-L for Wetland, Floodplain, and Floodway modifications. Upon review and approval by USA, and upon request by City, the Agency shall act as a facilitator and liaison for State and Federal review and permit processes.

#### Section 4. Administration, Operation and Maintenance of Sewerage Facilities

City and Agency agree that:

- A. City and Agency agree to divide revenues collected pursuant to this agreement as follows:
  - 1. To remit payments on a monthly basis, with a report on Agency-designated forms.
  - 2. Payments shall be due upon 30 days of receipt of the revenue by the billing party, unless the payment has been appealed by the billing party. If the payment has been appealed by the billing party under the dispute resolution process of Section 6, the amount in dispute may be withheld or paid without prejudice to either party.

3. The Agency Board shall determine and certify annually for the sanitary sewerage program, and for the storm and surface water program, the portion of the monthly service charge, and the portion of the connection charge allocated for each of the following:
  - a. Retirement of revenue bonds
  - b. The portion required for the City system as defined in Section 3-A
  - c. The portion required for the Agency responsibilities
4. City shall remit to the Agency the portion of sanitary sewer service charges and connection fees collected, and storm and surface water service charges and connection fees collected, as identified in Sections 4-A-3-a and c, and shall retain the service charge and connection fee revenue identified in Section 4-A-3-b.
5. City may charge and collect a service charge or connection fee at a higher rate per DUE and ESU than that set by the Agency when the City determines it is needed for the local City system. The City shall retain 100% of these additional revenues collected. Such additional charge shall be consistent with applicable federal rules in order to preserve eligibility for grants and other funding programs.
6. For connection fees paid by "Bancroft" financing, the billing party shall remit the portion of each payment collected, including interest on the Bancroft payment, as determined in Section 4-A-3.
7. For permit and inspection fees for private development construction of public storm and surface water facilities and sanitary sewer facilities, and for erosion control permit fees, the City shall remit to the Agency a fee to compensate the Agency for its costs for services performed relative to these fees, as prescribed by Agency Order.
8. For Industrial Waste fees, Agency shall remit to City twenty percent (20%) of connection, volume, and monthly service charges collected. Agency shall retain one-hundred percent (100%) of the annual permit fee, and any penalty fees, COD, SS and other fees that may be assessed.

- B. City will institute administrative procedures within a reasonable time to diligently maintain regular billings and collection of fees, adjust complaints thereto, and pursue delinquency follow-ups and take reasonable steps for collection thereof.
- C. Agency or City may at any reasonable time upon reasonable notice inspect and audit the books and records of the other with respect to matters within the purview of this agreement. Additionally, the City and Agency shall prepare and submit to each other a performance report of the storm and surface water functions, and the sanitary sewer functions for which each is responsible. The performance report shall be prepared every 6 months, and shall be provided to the other no later than September 1 and March 1 of each year. The performance report, for each function, shall address the performance in those areas necessary for permit compliance.
- D. The City and the Agency may each need extra help from time to time that might be supplied by the other. In such a case, either City or the Agency in utilizing the services of an employee of the other shall pay the lending government the employee's salary rate plus direct salary overhead currently in effect for the time worked.
- E. Interest shall accrue on late payments at a rate of three-quarters of one percent (0.75%) per month on the unpaid balance.
- F. The City and Agency may, each at its own cost, install permanent and temporary volume and quality monitoring stations to determine the effectiveness of City and Agency programs.
- G. The performance reports from each City will be reviewed by the Committee established in Section 5-C, following the procedure defined in a separate agreement between the Agency and member Cities.

#### Section 5. Other Provisions

The City and the Agency further agree that:

- A. The Agency will not extend sewer service to areas outside the City except with prior approval of the City where such areas are included in the Urban Planning Area Agreement between the City and the appropriate county or counties.



- B. The City and the Agency will each obtain such insurance contracts as necessary to cover the liabilities of the City and the Agency respectively for the risks and liabilities arising from activities and operations under this agreement. Each party hereto shall cause the other to be named as an additional insured on its policy or policies as to the obligations under the terms of this agreement. In the event that either party chooses to be self insured, that party shall maintain and furnish proof of separately identified and unencumbered reserves for the maximum liability allowed under state law.
- C. Establish a Committee made up of one representative from Washington County and one representative from each member City within the Agency, which will meet quarterly, or more frequently if needed, to review, advise, and be heard by the Agency on the standards, regulations and specifications, work programs, capital improvement programs, rates and charges, long range planning, and other matters covered by the Agreements with the member Cities.
- D. At such time as the Agency shall discontinue operation or use of any facilities on City-owned premises, the Agency shall remove such equipment, facilities or fixtures therefrom within a period of six months after such discontinuance unless otherwise determined by the parties. The Agency shall demolish or remove facilities, the sites thereof shall be left free and clear of all demolition waste and debris. Any environmental clean-up necessitated by Agency operation shall be the sole responsibility of Agency. In the event of cleanup involving acts of third parties, the cleanup costs therefor shall be subject to negotiation by the parties.
- E. City and Agency shall each be responsible for the negligent or wrongful acts of its officers, employees, agents, and volunteers, while performing work related to this agreement. Each party shall be solely responsible for defense, costs or payments arising from legal challenge alleging improper use by that party of funds derived from this agreement, or otherwise held by that party. Each party shall be responsible for any liability arising out of its ownership of real property and interests therein, activities governed by an NPDES permit or other air or water discharge permit issued by competent authority to that party, and any conduct of that party subject to direct regulation by state or federal authority.

- B. The City and the Agency will each obtain such insurance contracts as necessary to cover the liabilities of the City and the Agency respectively for the risks and liabilities arising from activities and operations under this agreement. Each party hereto shall cause the other to be named as an additional insured on its policy or policies as to the obligations under the terms of this agreement. In the event that either party chooses to be self insured, that party shall maintain and furnish proof of separately identified and unencumbered reserves for the maximum liability allowed under state law.
- C. Establish a Committee made up of one representative from Washington County and one representative from each member City within the Agency, which will meet quarterly, or more frequently if needed, to review, advise, and be heard by the Agency on the standards, regulations and specifications, work programs, capital improvement programs, rates and charges, long range planning, and other matters covered by the Agreements with the member Cities.
- D. At such time as the Agency shall discontinue operation or use of any facilities on City-owned premises, the Agency shall remove such equipment, facilities or fixtures therefrom within a period of six months after such discontinuance unless otherwise determined by the parties. The Agency shall demolish or remove facilities, the sites thereof shall be left free and clear of all demolition waste and debris. Any environmental clean-up necessitated by Agency operation shall be the sole responsibility of Agency. In the event of cleanup involving acts of third parties, the cleanup costs therefor shall be subject to negotiation by the parties.
- E. City and Agency shall each be responsible for the negligent or wrongful acts of its officers, employees, agents, and volunteers, while performing work related to this agreement. Each party shall be solely responsible for defense, costs or payments arising from legal challenge alleging improper use by that party of funds derived from this agreement, or otherwise held by that party. Each party shall be responsible for any liability arising out of its ownership of real property and interests therein, activities governed by an NPDES permit or other air or water discharge permit issued by competent authority to that party, and any conduct of that party subject to direct regulation by state or federal authority.



- F. Nothing in this agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of the City, nor as a delegation or limitation of the statutory powers of the Agency. This Agreement shall not limit any right or remedy available to City or Agency against third parties arising from illegal acts of such third parties.
- G. Where this Agreement calls for review or approval of a fee or charge, Agency shall perform such review in a timely manner, shall not unreasonably withhold approval, and shall provide its decision to the City in writing. If, within 30 days of written request by City for approval by Agency, the Agency has failed to provide a written response, the request shall be deemed approved.

#### Section 6      Dispute Resolution; Remedies

- A. In the event of a dispute between the parties regarding their respective rights and obligations pursuant to this Agreement, the parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the parties shall be as follows:
  - 1. Step 1. Upon failure of those individuals designated by each party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be rendered to writing and shall be presented to the City's Chief Executive Officer and Agency General Manager, who shall meet and attempt to resolve the issue. If the issue in the dispute is resolved at this step, there shall be a written determination of such resolution, signed by the City's Chief Executive Officer and Agency General Manager, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives.
  - 2. Step 2. In the event a dispute cannot be resolved at Step 1, the matters remaining in dispute after Step 1 shall be reduced to writing and forwarded to the Mayor and the Chairman of the Board of Directors. Upon receipt of the written issue statement, the Mayor and Chairman shall meet and attempt to resolve the issue. If the issue is resolved at this step, a written determination of such resolution shall be signed by the Mayor and Chairman. Resolution of an issue at this step requires concurrence of both the Mayor and the Chairman.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the parties shall submit the matter to mediation. The parties shall attempt to agree on a mediator. In the event they cannot agree, the parties shall request a list of five (5) mediators from the American Arbitration Association, or such other entity or firm providing mediation services to which the parties may further agree. Unless the parties can mutually agree to a mediator from the list provided, each party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. 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, a written determination of such resolution shall be signed by both parties. Resolution of an issue at this step requires concurrence of by both parties. In the event a dispute is not resolved by mediation, the aggrieved party may pursue any remedy available to it under applicable law.

B. Neither party may bring a legal action against the other party to interpret or enforce any term of this Agreement in any court unless the party has first attempted to resolve the matter by means of the dispute resolution of subsection A above. This shall not apply to disputes arising from a cause other than interpretation or enforcement of this Agreement.

#### Section 7 Effect of this Agreement

This Agreement shall supersede all prior agreements and amendments between the parties with respect to sanitary sewerage and service, storm and surface water management; provided that, except as expressly modified herein, all rights, liabilities, and obligations of such prior agreements shall continue. This agreement shall be effective upon its execution by both parties hereto, and shall continue in effect for 20 years from and after the date hereof. This agreement may be modified only by written amendment.

#### Section 8 Severability

In the event a court of competent jurisdiction shall deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the City Council and Agency Board of Directors.

UNIFIED SEWERAGE AGENCY  
OF WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD, OREGON

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

By *Norma Jean Ogh*  
Mayor

Approved as to Form:

Attest: *Polly Blankenbaker*  
City Recorder

\_\_\_\_\_  
Attorney for Agency

\_\_\_\_\_  
City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1990, between the Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, all municipal corporations of the State of Oregon, hereinafter referred to as "Cities," and the Unified Sewerage Agency of Washington County, a municipal corporation and county service district, hereinafter referred to as the "Agency."

WHEREAS, the Agency provides sanitary sewerage and storm and surface water management, and Cities are within the Agency; and

WHEREAS, City and Agency have the authority to enter into contracts under ORS 451.560 and ORS Chapter 190; and

WHEREAS, Agency has entered into agreements with each of the Cities within its boundary which specify the duties and responsibilities of each party; and

WHEREAS, Agency and Cities desire to establish a process to review matters of common concern to the parties, including but not limited to the performance of each City and the Agency relative to the requirements of the agreements, matters addressed in Section 5-A-5 of the agreements, by means of a review Committee made up of representatives of each City.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. City committee

- A. The parties hereby establish a Committee made up of one representative from each City within the Agency that is a party to this Agreement. The Committee shall meet quarterly, or more frequently if needed. It shall have authority to review and advise the Agency on the standards, regulations and specifications, work programs, capital improvement programs, rates and charges, long range planning, and other matters covered by the Agreements for Sanitary Sewer and Storm and Surface Water Management (Operating Agreements) with the member Cities.
- B. The Committee shall also have the authority to review the performance of the Cities as to the work programs and standards of the Operating Agreements. Each City hereby agrees to be bound by the decisions of the Committee, subject to the procedures of Section 2.

- C. The agency shall staff the Committee and provide written notice to each City no less than 14 days prior to each meeting. A quorum shall be necessary to transact business, and vote of a majority of the members present is required to act on any matter. All meetings of the Committee shall be open to the public.

## Section 2. Procedures

- A. Each City shall prepare and submit to the Agency September 1 and March 1 of each year a performance report of the storm and surface water functions, and the sanitary sewer functions for which the City is responsible under the Operating Agreement. The performance report, for each function, shall address the performance in those areas identified by the Agency as related to NPDES and other permit compliance.
- B. The performance reports from each City will be reviewed by the Committee. If the Committee determines that a City is not meeting the standards, regulations, or work programs adopted by the Agency, then the affected City shall be notified in writing of the deficiencies. The City shall have 60 days to develop and submit to the Agency a plan and schedule to bring the City into compliance with applicable standards. At the next semi-annual review, the Committee will determine whether or not the City is in compliance.
- C. If, within 180 days of the Notice of Deficiency, the Committee determines the City has not remedied the identified deficiencies, written notice thereof shall be sent to the Mayor and City Manager. The City shall have 60 days to develop and submit to the Agency a revised plan and schedule to bring the City into compliance. At the next semi-annual review, the Committee will determine whether or not the City is in compliance.
- D. If, within 180 days of the second Notice of Deficiency, the Committee determines the City has not remedied the identified deficiencies, the Agency shall assume the responsibility for any portion of the program the Agency determines is necessary to bring the City into compliance. The Agency shall make appropriate adjustments to the division of revenue to reflect the change in responsibility. A decision to transfer program responsibility under this section shall constitute an amendment to the Agreement between the Agency and that City.

- E. The Committee, upon making a finding that a City is out of compliance to the extent that immediate action is necessary, may accelerate the process of Sections 2-B, C, and D.
- F. In the event the Agency assumes all or a portion of the responsibilities of the City, the Agency shall at a later date, after receiving appropriate evidence that the City is or will be able to remain in compliance, negotiate with the City to return the program responsibilities to the City. The Agency may require payment of funds to reimburse the Agency for system improvements made to bring the City into compliance.
- G. Nothing in this agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of the City, nor as a delegation or limitation of the statutory powers of the Agency.

### Section 3. Dispute Resolution; Remedies

In the event a dispute under this Agreement is not resolved by negotiation the aggrieved party may pursue any remedy available to it under applicable law.

### Section 4. Effect of this Agreement

This agreement shall be effective upon its execution by all parties hereto, and shall continue in effect for a term of thirty (30) years from and after the date hereof. This agreement may be modified only by written amendment of all the parties. This agreement shall continue upon the legal reorganization or consolidation of any party.

### Section 5. Severability

In the event a court of competent jurisdiction shall deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the City Councils and Agency Board of Directors.

UNIFIED SEWERAGE AGENCY  
OF WASHINGTON COUNTY, OREGON

CITY OF BEAVERTON, OREGON

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

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

Approved as to Form:

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Attorney for Agency

\_\_\_\_\_  
City Attorney

CITY OF CORNELIUS, OREGON

CITY OF FOREST GROVE, OREGON

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

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

Attest: \_\_\_\_\_  
City Recorder

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

CITY OF HILLSBORO, OREGON

CITY OF NORTH PLAINS, OREGON

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

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

Attest: \_\_\_\_\_  
City Recorder

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

CITY OF SHERWOOD, OREGON

CITY OF TIGARD, OREGON

By *Norma Jean Ogden*  
Mayor

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

Attest: *Polly Blankenbaker*  
City Recorder

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

CITY OF TUALATIN, OREGON

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

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney