

# INTERGOVERNMENTAL AGREEMENT

## FOR THE ORDERLY MANAGEMENT OF THE

**SCANNED**

MAR 05 2004

## GRANTS PASS URBAN GROWTH BOUNDARY AREA

The parties to this agreement are Josephine County (hereinafter County) the City of Grants Pass (hereinafter City), the Harbeck-Fruitdale Sewer District (hereinafter HFSD) and the Redwood Sanitary Sewer Service District (hereinafter RSSSD).

WHEREAS, in the 1980's the County and City, in the spirit of cooperation, adopted the comprehensive plan and zoning ordinances for the Urban Growth Boundary at the request of the City; and

WHEREAS, in 1984 the County and City entered into an intergovernmental agreement that neither the County or City have been able to implement; and

WHEREAS, the County and the City share responsibility for the maintenance, improvement and creation of public facilities and services within the Urban Growth Boundary area of the City of Grants Pass (UGBA); and

WHEREAS, the County and City share administrative jurisdiction for the professional planning and building services within the Urbanizing Area of the City of Grants Pass (UA), which has resulted in confusion and conflict in the administration of policies and standards for urban levels of development within the UA; and

WHEREAS, development within the UGBA over the last 15 years has not always occurred with appropriate levels of area-wide arterial and collector streets and drainage facilities, or the provision of the funding for these improvements, which has resulted in dramatic increases in development burdens and risks to the residents of both the City and the County; and

WHEREAS, the costs associated with the development of urban streets and drainage facilities are extremely high and the parties may not be able to generate fees and assessments to off-set this expense, and because developer contributions are limited by changes in takings law, shifting more of the burden back to the local residents; and

WHEREAS, the County and the City desire to create a basis for future cooperation and cost savings in the provision of urban facilities and services within the UGBA; and

WHEREAS, representatives of the County and City have entered into detailed discussions regarding how to accomplish increased cooperation in the provision of urban

services and facilities in the UGBA, to include water, sewer, planning, building and fire services, and street, storm drain, and park facilities; and

WHEREAS, City owns and operates a municipal water utility with water rights and treatment capacity sufficient to serve all lands within the UGBA and the parties agree that the extension of the water system, together with fire flow capacity, in conjunction with urban levels of development is extremely important for the long-term benefit and safety of the residents of the UGBA; and

WHEREAS, City owns and operates a municipal sewer collection system and treatment facility that presently serves a majority of the residents of the UGBA, and which has the physical and legal capacity to serve the entire UGBA in an efficient and cost effective manner, to include the collection and treatment of effluent from the RSSSD; and

WHEREAS, there are substantial planning, administrative and fiscal advantages to be gained by consolidated management of sanitary sewer services within the entire UGBA; and

WHEREAS, the resulting planning and fiscal problems associated with the improvement of urban services and facilities are now too great to be effectively addressed by one jurisdiction without significant participation and cooperation from the other; and

WHEREAS, it benefits all of the citizens of Josephine County and Grants Pass when the jurisdictions work together using their resources to meet their responsibilities in an equitable and efficient manner; and to provide the most cost effective level of services and facilities to both the UGBA and the rural areas of Josephine County; and

WHEREAS, it is the intent of this agreement to implement a cooperative agreement for the performance of urban planning and development functions and activities within the UGBA pursuant to the authority contained in Oregon Revised Statutes, Chapter 190; and

WHEREAS, it is the further intent to comply with the requirements of Oregon Revised Statutes, Chapter 195, regarding the creation of urban service agreements between local governments and special districts to govern the provision of urban services;

NOW, THEREFORE, the parties agree as follows:

## **I. PURPOSES OF THE AGREEMENT**

1. To enable the County and City to plan for and provide urban services and facilities in a timely, orderly and cost effective manner within the UGBA.
2. To enable the County and City to provide an effective transition from rural levels of services and facilities to urban levels of services and facilities within the UGBA.
3. To improve government service to the residents of the UGBA by providing a single, convenient place to obtain information, applications and permits for land

use developments, and by assuring the uniform and fair administration of a single set of permit procedures and development standards and policies.

4. To enable the County and City to work together to encourage the transition from rural to urban level of services.
5. To enable the City to provide the urban level of services and facilities required as the population in the UA increases and the Citizens request them in accordance with City policies.
6. To ensure the responsibilities for the costs of providing urban level services to the UA are allocated according to the benefits received and impacts as determined, permitted, authorized or required by state law and the Charter and ordinances of the City of Grants Pass.

## II. DEFINITIONS

1. Grants Pass Urban Growth Boundary Area (UGBA). All land within the Urban Growth Boundary to include the City of Grants Pass as designated on the Comprehensive Plan Map and as hereinafter amended.
2. Land Use Regulations. Any local government zoning ordinance, land division ordinance adopted (and as amended) under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan which is applicable to the UA.
3. Land Development Regulations. Standards, specifications and conditions under which an authorized use of land may be made.
4. Category 1 Development. Development within the UA on an authorized lot or lot of record existing as of the effective date of this agreement which is:
  - A. A new single-family or one duplex development which is beyond 100 feet from the nearest water main; or
  - B. A residential remodel; or
  - C. A lot line adjustment; or
  - D. A partition which does not create more than one new lot from a parent parcel within a ten year period and which is beyond 300 feet from the nearest water main; or
  - E. An expansion, up to a total of 25%, of an existing commercial, industrial or public use and associated structures, which is beyond 100 feet from the nearest water main and which does not include a different non-conforming use; or

- F. A change in use from a previously permitted use to a use permitted under the City's Land Use Regulations of the same or lesser intensity and which does not require or request a new connection to City water or sanitary sewer service.
- 5. Category 2 Development. All development within the UA not classified as Category 1 Development pursuant to this agreement.
- 6. Urban Area Planning Commission. The review body created by the Josephine County Board of Commissioners and the Grants Pass City Council to consider land use issues within the UGBA.
- 7. Urban Service. That level of service generally provided to residents within a city including, but not limited to, sewage collection, treatment and disposal; water supply and distribution; storm drainage, streets and roads, parks and open space, police and fire protection.
- 8. Urbanizing Area (UA). That area within the Urban Growth Boundary that is not part of the City of Grants Pass.

### III. TRANSFER OF AUTHORITY

- 1. The County hereby transfers and assigns to the City, and the City hereby accepts, all of the County's authority to provide and manage planning and building services and facility financing and development within the UA.
- 2. The City is hereby vested with the exclusive authority to exercise the County's legislative and quasi-judicial powers, rights and duties within the UA and to apply the City's Comprehensive Community Development Plan for Grants Pass and the Urbanizing Area, the Comprehensive Plan and Zoning Maps, Land Development Code, and Urbanization Policies and Procedures as now or hereinafter adopted or amended by the City.
- 3. The City may at any time during the term of this agreement elect to:
  - A. Adopt the Comprehensive Community Development Plan for the Grants Pass and Urbanizing Area for the UA;
  - B. Adopt uses for residential properties as set forth in the Development Code for the City of Grants Pass;
  - C. Repeal all conditional use land uses;

### IV. LAND USE MANAGEMENT

1. As authorized by ORS 190.010(4) and ORS 215.170, it is hereby agreed the City shall exclusively apply the Comprehensive Community Development Plan for Grants Pass and the Urbanizing Area, as has been adopted or as may be hereinafter be adopted or amended and maintained by the City of Grants Pass within the UA.
2. As authorized by ORS 190.010(4) and ORS 215.170, it is hereby agreed the City shall exclusively apply the City's Development Code, as has been adopted or as may be hereinafter be adopted or amended and maintained by the City of Grants Pass within the UA.
3. All land uses within the UA (Category 1 and Category 2) shall be subject to the City's Land Use Regulations, Land Development Regulations including Development, Building and Utility standards and procedures, except Category 1 developments shall not be required to execute an agreement for future annexation or to extend water as a condition of development unless annexation or extension is otherwise required by state statute or administrative rule.
4. The County and City shall jointly adjust the Grants Pass Urban Growth Boundary using the procedures currently contained in Section 13.6 of the Grants Pass and Urbanizing Area Comprehensive Community Development Plan Policies, or as hereafter mutually modified by the two governing bodies.
5. The Joint Urban Area Planning Commission shall be composed by an equal number of County/City appointees who are residents of the UGBA. The City, however, shall be responsible for the administrative functions of the commission.
6. Within the UA the City shall:
  - a. Administer and enforce the Land Development Regulations, using its Code and implementation procedures;
  - b. Issue building, development, and other permits and provide for site inspection necessary for the administration of the Land Development Regulations;
  - c. Update fees for Land Development Regulations, permits, processing, inspections, appeals, enforcement, user and utility fees as necessary to recover costs and implement and manage urban services required by the State Planning Goals or ordinances and resolutions of the City.
  - d. Update, establish or manage System Development Charges, utility charges, impact fees, and manage local improvement districts as authorized by state law.

## **V. NOTIFICATION AND APPEALS**

- 1. QUASI-JUDICIAL DECISIONS.** The City shall give the County written notice of all land use, limited land use and expedited land division decisions in the UA in the same manner as required by Oregon Law for adjacent property owners. The County shall be deemed to have automatic party status regarding all such decisions for the purposes of standing for appeals. Quasi-judicial land use and limited land use development decisions made by the City's Director or Hearings Officer or the Urban Area Planning Commission may be appealed according to the City's Land Use Hearing Rules. The City may provide staff support for any administrative or judicial review of decisions regarding the application of Land Use Regulations to land within the UA.
- 2. LEGISLATIVE DECISIONS.** The City agrees to provide written notice of all proposed legislative actions to the County at least 45 days prior to the public hearing at which the action is first considered. The County shall be deemed to have automatic party status regarding all such decisions for the purposes of standing for appeals.

## **VI. ANNEXATION**

- 1.** All Category 1 developments within the UA which are required to connect to sanitary sewer or municipal water by state statute or administrative rule, or which request such connection, shall be subject to a service and annexation agreement.
- 2.** All Category 2 developments shall require service and annexation agreements.
- 3.** Prior to the approval of any Category 2 Development, the City shall either annex the land contained within the development or enter into an annexation agreement requiring annexation within 12 months from the date of final approval of the development. In the latter case, the City shall annex the lands within the 12 month time period.
- 4.** If annexation cannot occur as provided in paragraph 3 above because of conflicting legal requirements, all of the other provisions of this agreement will operate as if annexation has occurred at the time the City provides any municipal service or facility, or obtains a service and annexation agreement, whichever occurs first.

## **VII. BUILDING AND SAFETY**

- 1.** The County hereby transfers and the City hereby accepts responsibility for providing building, electrical, plumbing, mechanical, and similar codes, including but not limited to: filing and complying with all applicable statutory requirements, assuring effective programs throughout the UA; providing all personnel, management, structures, oversight, and financial systems necessary to provide

all code enforcement in the UA; and authority for adoption, amendment, and updates for all codes applicable in the UA.

2. The City shall give the County first preference for any contracting for building related services so long as the County conforms to the City's contractual requirements and policies as the same apply to other contractors.

## **VIII. PUBLIC SAFETY SERVICES**

1. Unless otherwise provided under Section VI.4 of the Agreement, the City will be responsible for the level of Public Safety Services (police and fire) within the City limits as they exist now and as are hereafter modified and may provide fire and police services per individual contractual agreements with specific properties.
2. Unless otherwise provided under Section VI.4 of the Agreement, the County will be responsible for providing police services within the UA.

## **IX. WATER**

The County hereby transfers and the City hereby accepts exclusive responsibility and authority for the planning, administration and management of domestic water supplies for properties within the UA, including (but not limited to) the following: the permitting, authorizing, granting or providing water use for domestic, industrial, residential, fire flow, or commercial purposes within the UA.

## **X. PARKS**

1. **PARKS DEVELOPMENT COMMISSION.** In cooperation with the Josephine Parks and Recreation Foundation, the Urban Area Planning Commission shall serve as the Parks Development Commission (PDC) in the planning and development of neighborhood and community parks within the UA. Within 60 days from the execution of this agreement, the City and County shall each designate at least one employee to act as joint staff to the PDC and hold an organizational meeting. The PDC shall review the 1984 Parks and Recreation Master Plan and recommend to the City and County a reviewed plan, with or without proposed modifications, to include a determination of the number of acres of developed parks needed and desirable for the UA, and how existing public or semi-public lands should be recognized for park purposes under the plan. The PDC shall meet at least semi-annually to develop and implement the Parks and Recreation Master Plan.
2. **COUNTY RESPONSIBILITIES.** It shall be the responsibility of the County under this agreement to:
  - A. Provide regional natural based parks.

- B. Complete a county-owned land inventory and analysis within one year of this agreement. This analysis shall include recommendations from the County regarding potential sites to be used, traded, sold, or exchanged for acquisition and development of neighborhood and community parks within the UA. The County will assist in the acquisition and provision of park lands for neighborhood and community parks to serve the UA. The county shall submit copies of the of the inventory and analysis to the City Manager and the PDC.
3. **CITY RESPONSIBILITIES.** It shall be the responsibility of the City under this agreement to:
- A. Provide neighborhood and community parks.
  - B. Plan, administer, develop and operate neighborhood and community parks in the UA as sufficient lands become available for park development consistent with this section.

## **XI. STREETS AND DRAINAGE**

1. **JOINT MANAGEMENT.** The County and City shall be jointly involved in the maintenance of current roadways, the funding for improvements, and the coordination of future growth in the Urban Growth Boundary Area with adequate capacity street and storm drainage facilities. Numerous improvements are currently recommended and more will be necessary to meet the transportation and drainage needs of the UGBA as population increases. It is understood between the parties that neither jurisdiction has the financial resources to meet the street requirements as identified in the Master Transportation Plan (MTP) or the drainage requirements contained in the Urban Area Drainage Plan. Therefore, a fundamental point of agreement between the parties is that new and expanded sources of funding will be necessary in order to provide adequate street and drainage facilities within the UGBA, and that both jurisdictions must share responsibility for the maintenance and provision of urban street and drainage facilities.
2. **MASTER TRANSPORTATION PLAN.** The classifications for the various streets within the UGBA as shown in the Grants Pass Urban Master Transportation Plan (MTP) shall be utilized except as noted in the attached local collector and residential street inventory. The City shall hereafter be solely responsible for the maintenance, amendment, adoption and re-adoption of the MTP, including the Local Area Transportation Plan.
3. **ARTERIALS AND COLLECTORS.** Responsibility for all maintenance, repair, construction, and improvement for arterial and collector streets shall be apportioned between the City and County as follows:

- A. The County shall be responsible for all arterial and collector roads and drainage currently or hereafter identified as "county roads" in the MTP.
  - B. The City shall be responsible for arterial and collector streets and drainage currently or hereafter identified as "city streets" in the MTP.
4. **LOCAL COLLECTORS AND RESIDENTIAL STREETS.** Responsibility for all maintenance, repair, construction and improvement for local collector and residential streets shall be apportioned between the City and County as follows:
- A. The County shall be responsible for local collectors and residential streets located outside the City until jurisdiction transfers to the City pursuant to this agreement.
  - B. The City shall be responsible for all County and City local collectors and residential streets located inside the City starting on the date of this agreement, except for Beacon Drive from Madrone to Hillcrest.
  - C. The County shall be responsible for Beacon Drive from Madrone to Hillcrest.
5. **FUTURE TRANSFER OF RESPONSIBILITY.** Responsibility for further maintenance, repair, construction and improvement of streets shall transfer from the County to the City upon the occurrence of any one of the following future events:
- A. When a County arterial or collector street or Beacon Drive located within the City is constructed or improved to full City development standards; or
  - B. Except for Beacon Drive, when the street right-of-way for a local collector or residential street is annexed into the City (for the purpose of this subsection, the City shall annex local collector or residential right-of-way whenever the right-of-way runs from the annexed development to the city limits); or
  - C. When a County arterial or collector street located within the UA meets city or county urban standards at the time of annexation, including full curb, gutter, and sidewalk.
6. **DRAINAGE FACILITIES.** Responsibility for the maintenance and improvement of drainage facilities shall be included in the responsibility for the maintenance and improvement of streets.
7. **TRANSFER PAYMENTS.** For local collector and residential streets, not developed to County or City urban standards, which are transferred from the County to the City pursuant to this agreement, the County agrees to pay to the City an annual

sum equal to \$9000 per mile of street for 7 years, commencing in the year of transfer for any given street.

**8. IMPROVEMENT OF ARTERIAL AND COLLECTOR STREETS AND BEACON DRIVE.**

Based upon the level of capital improvement funds available to each jurisdiction at the time arterial or collector street improvements, including Beacon Drive, are called for, and in view of other financing opportunities and/or limitations, the City and County agree to work together to improve existing and planned arterial and collector streets, including Beacon Drive, within the UGBA as follows:

- A. The City and County shall jointly pursue alternative sources of revenue necessary to fund the improvement of arterial and collector streets and drainage facilities within the UGBA.
- B. The City shall prioritize capital projects under this Section within the UGBA subject to County review and comment.
- C. The City shall be responsible for all UGBA development reviews, approvals, plan submittals, and authorizations in accordance with City development standards and policies.
- D. Regarding the review and approval of individual land use applications, the City and County shall be jointly responsible for determining whether specific transportation and drainage systems under County responsibility have or will have adequate capacity to serve the proposed development. Adequate capacity shall consider motorized as well as non-motorized transportation alternatives, as well as the condition and capacity of existing storm drainage facilities.
  - 1. In the event either jurisdiction, or both, determines the applicable transportation or drainage systems have inadequate capacity, the determination shall become the joint City/County position in the City's staff report to the Urban Area Planning Commission and the City Council.
  - 2. The County shall be responsible for developing the specific conditions for the approval of individual developments involving transportation and drainage systems under County responsibility, and these proposed conditions of approval shall also be included in the City's staff report to the Planning Commission and City Council.

- 9. OBTAIN RIGHT-OF-WAY PERMITS.** The parties shall require and assure permits are secured from the appropriate road authority for utility crossings, encroachments and similar authorizations for facility work occurring within public rights-of-way.

## **XII. SEWER SERVICES**

1. **REVOCATION.** This agreement revokes and replaces all previous agreements between the County, the HFSD and the City, and between the County and the RSSSD.
2. **COUNTY AND DISTRICTS.** The County, the HFSD, and the RSSSD shall:
  - A. Amend ordinances and actions of the County and District that may conflict with the terms of this agreement; and
  - B. Transfer to the City all funds, records, files, data, and information pertaining to the Districts; and
  - C. Relinquish control of all financial and physical assets, real and incorporeal property, and interests therein from the appropriate District to the City; and
  - D. Certify to the City that the County and the Districts have no bonded indebtedness or other outstanding debt related to the Districts, except as follows: in the fiscal year 1990-91 Josephine County made an interest free loan of \$128,000 to the Redwood District, with the loan to be repaid over a 10 year period at \$12,800 per year. The purpose of the loan was to assist the District with the purchase of a wood waste grinder for its sludge composting/recycling program. Repayment of the loan started with the first payment being made to the County in FY 1995-96. The last payment will be due in FY 2004-05. The Redwood District shall repay the loan in full to the County on or before June 30, 2005, with payments at no less than \$12,800 per year.
3. **CITY AUTHORITY.** The County, the HFSD, and the RSSSD hereby transfer to, and the City hereby accepts, all responsibility and authority for the planning, administration, operation, maintenance and management of sewer services of the HFSD and the RSSSD for properties located within the respective District boundaries. This authority shall include any and all actions necessary and convenient for the provision of sewer service, to include (but not limited to) the following:
  - A. The issuance of permits and the authorization and provision of sewer services for domestic, industrial, residential, or commercial purposes;
  - B. Secure the financing needed to provide sewer services, and establish all liens or other devices, deferred payment programs and formats, and otherwise take all actions necessary to assure the financing for the operation, maintenance, extension and expansion of the Districts' sewer systems;

- C. Assume and control of each District's financial and physical assets, real and incorporeal property, and any interests therein;
  - D. Adopt and administer the budgets for each District;
  - E. Act as the board for the respective Districts in all respects with full responsibility and authority for all aspects of the existence and operation of each District;
  - F. Adopt and administer sewer standards;
  - G. Collect and administer all applicable sewer related City fees and fees of the appropriate District, including but not limited to system development charges, user fees and service connection permit fees as established by the City;
  - H. Collect assessment liens and facilitate bancrofting and the formation of local improvement districts; and
  - I. Bill and collect monthly user charges and other authorized charges and fees, including the collection of delinquent accounts.
4. **RETENTION OF MONIES.** All fees, charges and other funds collected for costs incurred by the City for sewer services pursuant to this agreement shall be held under the authority of the City as the managing entity for the two sewer districts.
5. **COMPENSATION FOR TRANSITIONAL SERVICES.** The parties agree to compensate the County for certain transitional services by the Josephine County Public Works Department to the RSSSD as specifically called for in this paragraph, during the three year period following the date this agreement is executed. During the first year of transition the County shall provide engineering and budgetary services to the City at the same level as the year immediately preceding the transfer. In exchange for these services the City shall pay the County the sum of \$72,000. In the second and third years of transition the County agrees to provide engineering and budgetary services as requested by the City, but such services shall be capped by the amounts of \$36,000 for the second year and \$18,000 for the third year. Services shall be billed and paid at the actual costs incurred at the hourly rates existing between the Public Works Department and the District as of January 1, 1998 until the cap is reached. The parties may thereafter extend or modify the terms of transitional services and fees by mutual agreement.
6. **SERVICE OUTSIDE THE UGBA.** The City agrees to provide sanitary sewer service to any property within the RSSSD boundary that is outside the Grants Pass Urban Growth Boundary if and only if all of the following conditions are met:

- A. The property or the parent parcel from which the property was partitioned or subdivided has been included within the RSSSD from the date of its formation and has a District sewer main on or abutting the subject or parent parcel; and
- B. A property assessment for public sewer construction is on file with the RSSSD for a public sewer line on or abutting the subject parcel or the parent parcel from which the property was partitioned or subdivided.

In such cases the County shall be the lead agency for the review and approval of development applications for the property, and County development and building standards and procedures shall exclusively govern. The City's sewer service agreement shall not be conditioned upon the landowner's performance of any on or off-site improvements, but may require the execution of an annexation agreement. All fees and charges for servicing such a property shall be determined using the same method or formula used for computing fees and charges for properties located within the applicable District boundary that are inside the Urban Growth Boundary. Actual fees and charges may be higher for service outside the Urban Growth Boundary as long the fees and charges are computed using the same method or formula applied within the Boundary.

- 7. **HOLD HARMLESS.** As of the effective date of this agreement, each District shall indemnify and hold harmless the City and County for any act or omission of the City or County on behalf of the respective District which results or may reasonably result in liability to the City or County, in so far as such act or omission does not constitute official misconduct, malfeasance or is contrary to law.
- 8. **INSURANCE.** As of the effective date of this agreement, the RSSSD shall no longer be insured under the policies or provisions of the Josephine County Self-Insurance Program for liability or workers compensation or any purchased insurance policies purchased by Josephine County.
- 9. **WORKERS COMPENSATION.** The County shall be responsible for workers compensation coverage and all costs related thereto of the RSSSD for occurrences before the effective date of this agreement. The city shall be responsible for workers compensation coverage and all costs related thereto for occurrences on or after the effective date of this agreement.
- 10. **COSTS OF PENDING CLAIMS.** Prior to the effective date of this agreement, the RSSSD shall reimburse the County for its administrative costs, contract legal fees and expenses and any settlement awards incurred in the resolution of any existing RSSSD claims not related to workers compensation. On or after the effective date of this agreement, the RSSSD shall reimburse the County for contract legal fees and expenses and settlement awards incurred in the resolution of any claims that carryover, and the County agrees to administer all

remaining claims to final resolution and to bear the administrative costs connected therewith.

11. **DISSOLUTION.** Proceedings to dissolve either District shall not commence without the mutual agreement of the parties to this agreement except as provided for annexation or incorporation as set forth in ORS Chapter 451 or as hereafter amended by the legislature.
12. **TERMINATION.** Notwithstanding the provisions for termination contained in Section XV below, the Sewer Services section of this agreement, to include any other provisions of this agreement necessary to the function of the Sewer Services section, shall not be terminated without the written consent of the City if debt is outstanding on improvements specifically benefitting the District.

### **XIII. FINANCING AUTHORITY**

The County grants, and the City accepts, the authority to raise and collect monies that are necessary or convenient to provide, construct, improve and maintain UA public facilities and services, subject to the requirements and procedures of Oregon law. This authority shall include, but is not limited to, the formation of local improvement districts and similar service districts and special assessments, and to exercise any and all powers now or hereafter granted to the County through waivers of remonstrance to lands within the UA, and to secure financing and establish liens or other devices, deferred payment programs and formats, and otherwise take all actions necessary to assure the timely, orderly and efficient arrangement of public facilities and services within the UA. This authority shall also include the right to require the signing of service and annexation agreements, to include compliance with City development, building, and planning standards, prior to the provision of City owned or managed services to specific properties.

### **XIV. MAINTENANCE AND AMENDMENT**

This agreement may be amended any time with the consent of the parties, provided 30 day written notice of the intention to amend is given to the Department of Land Conservation. Modifications in this agreement shall be deemed consistent with the applicable Comprehensive Plan and its various elements.

### **XV. REVIEW AND TERMINATION**

1. **REVIEW.** The parties agree to review this agreement two years after the date of execution, and thereafter at the request of any party.
2. **TERMINATION.** Except as noted in Section XII(11) regarding Sewer Services, this agreement may be terminated by the County or City at any time after one year from the date of execution by the tender of written notice of the intent to terminate. In the event a termination notice is tendered, the following procedures shall apply:

- A. A public hearing by the governing body tendering the notice shall be scheduled. The governing body shall thereupon furnish the other governing body and the Department of Land Conservation and Development with formal notice at least 90 days prior to the date of the hearing;
- B. The County and City shall seek resolution of any differences during the 90 day notice period pursuant to Section XVI below. The 90 day period may be extended at the election of the noticing body;
- C. Termination of the agreement shall not occur until at least 90 days after formal action is taken by the governing body to terminate the agreement;

**XVI. DISPUTE RESOLUTION**

In the event a dispute occurs regarding the operation or interpretation of this agreement, or the need for amendment, and the parties come to an impasse regarding the dispute, the governing body of either the County or City may refer the dispute to a resolution committee. The resolution committee shall be comprised of two County Commissioners, two City representatives chosen by the City Council and the Chair of the Urban Area Planning Commission. The committee shall immediately proceed with non-binding mediation. The Resolution Committee may elect to proceed with binding arbitration by unanimous agreement.

**XVII. OTHER DOCUMENTS**

The County shall amend all ordinances and other official actions of the County to the extent they conflict with the terms of this agreement. In addition, the County shall deliver to the City all of its existing UA land use files, and all records, data, and information pertaining to the creation, approval, or continuing rights of any community water system currently authorized by the County in the UA, as the City requests such documents. The City shall honor all outstanding development plan agreements existing between the County and UA property owners, or their successors to the extent required by law.

**XVIII. RESCISSION OF OTHER AGREEMENTS**

This agreement rescinds or replaces all previous intergovernmental agreements between the County and City dealing with any subject matter covered or affected by this agreement. This agreement also rescinds or replaces all previous agreements between the County and the RSSSD and the County and the HFSD.

**XIX. SEVERABILITY**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby,

and each term or provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**XX. EFFECTIVE DATE**

This agreement shall become effective upon the date the last party executes the agreement as shown below. Until such time as the rights and obligations specified in this agreement become legally operable according to the terms and conditions contained herein, the policies, rules and ordinances in existence on the effective day of this agreement shall remain applicable.

**JOSEPHINE COUNTY**

Jim Brock Date 8/5/98  
Jim Brock, Chair

Harold L. Haugen Date 8/5/98  
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98  
Fred Borngasser, Commissioner

**CITY OF GRANTS PASS**

Gordon Anderson Date August 4, 1998  
Gordon Anderson, Mayor

William A. Peterson, Jr. Date 4 Aug 98  
William A. Peterson, Jr., City Manager

Joanne Stumpf Date 8/4/98  
ATTEST: Joanne Stumpf, Administrative Services Director

**HARBECK-FRUITDALE SEWER DISTRICT**

Jim Brock Date 8/5/98  
Jim Brock, Chair

Harold L. Haugen Date 8/5/98  
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98  
Fred Borngasser, Commissioner

**REDWOOD SANITARY SEWER SERVICE DISTRICT**

Jim Brock Date 8/5/98  
Jim Brock, Chair

Harold L. Haugen Date 8/5/98  
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98  
Fred Borngasser, Commissioner