

**Tualatin Valley Water District**



**BOARD OF COMMISSIONERS**

**1850 SW 170th AVENUE**

**BEAVERTON, OR 97006**

**AUGUST 25, 2011**

**EXECUTIVE SESSION - 6:00 PM**

**REGULAR MEETING - 7:00 PM**

**Listening devices are available upon request  
48 hours prior to the day of the meeting (503-642-1511)**

**Streaming live at [www.tvwd.org](http://www.tvwd.org)  
Broadcast by TVCTV (at a later date)**

AN EXECUTIVE SESSION IS SCHEDULED BEFORE THE REGULAR MEETING AT 6:00 PM, CALLED UNDER ORS 192.660 2 (f), AND ORS 192.502 (9) TO CONSIDER INFORMATION OR RECORDS THAT ARE EXEMPT BY LAW FROM PUBLIC INSPECTION

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**ALL VERBAL TESTIMONY IS ELECTRONICALLY RECORDED**

1. CALL TO ORDER – REGULAR MEETING
2. REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF
3. COMMISSIONER COMMUNICATION
  - 3.1 -Reports of Meetings Attended
  - 3.2 -Topics to be raised by the Commissioners
4. PUBLIC COMMENT:
 

**This time is set aside for persons wishing to address the Board on items on the Consent Agenda, and matters not on the Agenda. Additional public comment will be invited on agenda items as they are presented. Each participant is limited to five minutes, unless an extension is granted by the Board.**

CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Any Board member may request that an item be removed by motion for discussion and separate action.

ITEMS REMOVED FOR SEPARATE DISCUSSION: Any items requested to be removed from the consent agenda for separate discussion, will be considered immediately after the Board of Commissioners have approved those items which do not need discussion.

5. CONSENT AGENDA ITEMS
  - 5.1 - Regular Meeting Minutes of July 28, 2011 .....

**BUSINESS AGENDA ITEMS:**

**Time will be set aside for public comment for each business item. Each participant is limited to five minutes unless the Board grants an extension, or the agenda item is noted for a specific amount of time for public comment.**

6. LETTER OF SUPPORT FOR CITY OF HILLSBORO’S WITHDRAWAL OF CERTAIN PROPERTIES FROM TVWD’S SERVICE TERRITORY PURSUANT TO URBAN SERVICES AGREEMENT (MOTION).....

7. PARTNERS FOR A SUSTAINABLE WASHINGTON COUNTY AMENDED AGREEMENT (MOTION).....

8. ADJOURNMENT

TUALATIN VALLEY WATER DISTRICT  
BOARD AGENDA ITEM

**MEETING DATE: AUGUST 25, 2011**

**TITLE:** Letter of Support for City of Hillsboro’s withdrawal of certain properties from TVWD’s service territory pursuant to Hillsboro Urban Services Agreement

**ITEM:** In 2003 service providers including TVWD and the City of Hillsboro entered into a Hillsboro Urban Services Agreement that among other things, defined the areas of service between the two water providers. Subsequently, the TVWD Board of Commissioners approved Resolution 13-03 which modified the boundary between TVWD and the City of Hillsboro to be consistent with the Hillsboro Urban Services Agreement.

To complete the process of modifying the boundary, the City of Hillsboro needs to take action to withdraw the properties. The City of Hillsboro is now taking this formal action and is seeking a letter of support from TVWD for this effort.

As pointed out in the attached information from the City of Hillsboro, the action impacts approximately 1400 tax lots. All of these properties are located in the area where the City of Hillsboro has been designated as the water provider by the 2003 Hillsboro Urban Services Agreement. None of these properties are currently being served or are proposed to be served by TVWD.

**STAFF RECOMMENDATION:** Staff recommends that the Board move to authorize the Chief Executive Officer to submit a letter on behalf of the TVWD Board of Commissioners to the Hillsboro City Council in support of the withdrawal of certain properties from TVWD’s service territory pursuant to the City of Hillsboro Urban Services Agreement.

**BUDGET IMPACT:** None

**ADDITIONAL INFORMATION:** Greg DiLoreto, 503-848-3032, [greg@tvwd.org](mailto:greg@tvwd.org) ; Todd Heidgerken, 503-848-3013, [toddh@tvwd.org](mailto:toddh@tvwd.org); or Mark Knudson, 503-848-3027, [markk@tvwd.org](mailto:markk@tvwd.org)

**ATTACHMENTS:** Memorandum from the City of Hillsboro, map of area, City of Hillsboro Notice of Public Hearing

APPROVING MANAGERS INITIALS

CHIEF EXECUTIVE OFFICER	_____	HUMAN RESOURCES	N/A
FIELD OPERATIONS	N/A	INTERGOV. RELATIONS	_____
FINANCIAL SERVICES	N/A	CUSTOMER SERVICES	N/A
ENGINEERING SERV.	N/A		

**BOARD ACTION:**  
APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

TUALATIN VALLEY WATER DISTRICT  
BOARD AGENDA ITEM

**MEETING DATE: AUGUST 25, 2011**

**TITLE:** Amendment to Cooperative Agreement creating the Partners for a Sustainable Washington County Community (PSWCC)

**ITEM:** The PSWCC has been working with its Partners to amend the existing cooperative agreement to address two primary issues. First, since the current agreement is due to expire this year, one of the changes would be to allow the agreement to automatically renew annually unless the organization is specifically discontinued. The second change would add a category of “Member” which would allow non-governmental participants to contribute yearly dues and serve as ex-officio member of both the PSWCC Governing Board and Operations Team. Currently, the PSWCC is comprised of and funded by only government “Partners”.

The current PSWCC Cooperative Agreement can be amended by a vote of the PSWCC Governing Board. TVWD’s Chief Executive Officer, Greg DiLoreto, serves as TVWD’s representative on the PSWCC Governing Board. TVWD also serves as the lead administrative agency for the PSWCC.

**STAFF RECOMMENDATION:** Move to approve the Chief Executive Officer or his designee to authorize the amendments to the PSWCC Cooperative Agreement.

**BUDGET IMPACT:** TVWD’s portion of the PSWCC dues is included in TVWD’s 2011-2013 Adopted Budget.

**ADDITIONAL INFORMATION:** Todd Heidgerken, 503-848-3013, [toddh@tvwd.org](mailto:toddh@tvwd.org); Cheryl Welch, 503-848-3012, [Cheryl@tvwd.org](mailto:Cheryl@tvwd.org); Douglas Tsoi, 848-3091, [Douglas@tvwd.org](mailto:Douglas@tvwd.org)

**ATTACHMENTS:** Amended PSWCC Intergovernmental Agreement

APPROVING MANAGERS INITIALS

CHIEF EXECUTIVE OFFICER	_____	HUMAN RESOURCES	N/A
FIELD OPERATIONS	N/A	INTERGOV. RELATIONS	_____
FINANCIAL SERVICES	N/A	CUSTOMER SERVICES	N/A
ENGINEERING SERV.	N/A		

**BOARD ACTION:**  
APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

**AMENDED AND RESTATED  
COOPERATIVE AGREEMENT FOR PARTNERS FOR A SUSTAINABLE  
WASHINGTON COUNTY COMMUNITY**

This Cooperative Agreement (Agreement) establishes a relationship among the signatories of this Agreement to support their sustainability efforts and goals, and contains the terms and conditions for Partner and Member organizations to share and leverage their sustainability resources in Washington County and beyond.

**AGREEMENT**

**1. Partners for a Sustainable Washington County Community Established**

1.1. This Agreement is entered into by the Partners that have, by executing this Agreement, manifested their intent to enter into a relationship with other public entities to support and enable sustainable practices both within their organizations and to residents of Washington County. The name of the collective group of Partners is: PARTNERS FOR A SUSTAINABLE WASHINGTON COUNTY COMMUNITY (PSWCC). A List of all Partners is attached as Exhibit A.

**2. Purpose**

2.1. Recognizing that it is more effective to pool resources and work cooperatively, the PSWCC will gather and disseminate information and support Partner organizations in their efforts to address sustainability, develop best management practices and share information about sustainable practices for the citizens of Washington County and beyond.

**3. Authority**

3.1. The parties hereby declare that they have the authority to enter into this Agreement pursuant to their Principal Act and Oregon Revised Statutes, Sections 190.003-190.030.

**4. Definitions**

4.1. As used in this Agreement, the following terms mean:

4.1.1. *Fiscal Year*: The PSWCC fiscal year shall be July 1 to June 30 of each calendar year.

4.1.2. *Governing Board (GB)*: The GB is made up of one representative from each Partner (Partner Representative) with the responsibilities set forth in section 5 of this Agreement.

4.1.3. *Lead Administrative Agency*: The Partner that houses and maintains PSWCC physical assets and handles PSWCC administrative and financial functions.

4.1.4. *Operations Team (OT)*: The OT is made up of one representative from

each Partner (Partner Representative) with the operating responsibilities set forth in section 6 of this Agreement.

- 4.1.5. Partner: Partners are local governments and units of local government under Oregon Revised Statutes 174.116 that have executed this Agreement, desire to further their sustainable practices and agree to contribute financially to PSWCC. Partners shall make payments to the PSWCC as provided in the Standard Schedule attached as Exhibit B to this Agreement. Partners have representation (Partner Representatives) on the GB and the OT. Partner Representatives are eligible to serve on any committee created by the GB or OT. Each Partner Representative serving on the GB, OT or any other committee established by PSWCC shall have one vote and may vote on PSWCC matters.
- 4.1.6. Member: Members are non-governmental entities that have signed a Membership Agreement, desire to further their sustainable practices and agree to contribute financially to PSWCC. Members shall make payments to the PSWCC as agreed upon by the Member and the GB. Members have non-voting representation on the GB and OT.
- 4.1.7. Member Agreement: The Agreement signed by a Member at the time of joining the PSWCC setting forth the rights, duties, privileges, and obligations of the Member.
- 4.1.8. Partners for a Sustainable Washington County Community (PSWCC): The collective group of Partners and Members that will support the sustainable practices of Partner and Member organizations in Washington County.
- 4.1.9. PSWCC Sustainability Coordinator: The PSWCC Sustainability Coordinator is a full time position responsible for coordinating the activities of PSWCC, disseminating information and educational materials, making presentations on sustainable practices, overseeing the PSWCC budget, recruiting new Partners or Members and other activities deemed appropriate by the GB and OT. The PSWCC Sustainability Coordinator shall be supervised by the Lead Administrative Agency in consultation with the OT.

## 5. Governing Board

- 5.1. A Governing Board (GB) is established to organize and maintain the PSWCC. The GB shall be composed of one representative from each Partner (Partner Representative) and one non-voting representative appointed by each Member. The GB has the power to vote on PSWCC matters. Each Partner Representative shall have one vote.
- 5.2. The GB is responsible for:
  - 5.2.1. Reviewing and approving PSWCC strategic plans, goals and objectives and annual work plans prepared by the OT;

- 5.2.2. Reviewing and approving the annual budget, the Standard Schedule, and other fiscal documents and expenditure decisions prepared by the OT;
- 5.2.3. Approving the addition of Partners or Members;
- 5.2.4. Approving the selection of the Lead Administrative Agency; and
- 5.2.5. Approving the Service Level Understanding, the agreement that governs the rights and obligations of the Lead Administrative Agency.
- 5.3. GB meetings shall comply with Oregon Public Meetings Laws.
- 5.4. A majority of the GB constitutes a quorum at any special or regular meeting. An affirmative vote of a majority of the GB present at the time of voting is required to take official action.
- 5.5. The GB will adopt rules governing its procedures including but not limited to the time, regularity, and place of its regular meetings, and a procedure for calling special meetings.
- 5.6. The GB will elect a Chair and Vice Chair by a simple majority vote of the Partner Representatives; however, neither the Chair nor the Vice Chair may be the chief executive officer or representative of the Lead Administrative Agency. The Term of the Chair and Vice Chair will be for two years, with elections held at the first meeting in even numbered fiscal years. The Vice-Chair will preside and act in the absence of the Chair. Any permanent vacancy in the positions of Chair or Vice-Chair shall be filled by a special election of the GB held at a regular or special meeting of the GB.
- 5.7. The Lead Administrative Agency will act as the Secretary for the GB and is responsible for providing meeting notices, taking meeting minutes and other tasks deemed appropriate by the GB.
- 5.8. The GB may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. Except as otherwise reserved for the OT, the GB shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: create bylaws; organize meetings; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.
- 5.9. The GB may establish committees as it deems necessary and desirable. Such committees will be advisory committees to the GB.
- 5.10. The GB may delegate any PSWCC matter to the OT or any other PSWCC committee deemed appropriate by the GB.

## **6. Operations Team**

- 6.1. The OT shall have one representative appointed by each Partner (Partner

Representative) and Member, and each Partner Representative and Member representative has one vote.

- 6.2. The OT will nominate and elect a Chair, Vice Chair, and Secretary for two year terms. The Vice Chair will preside and act in the absence of the Chair.
- 6.3. A majority of the OT members constitutes a quorum. An affirmative vote of a majority of the OT present at the time of voting is required to take official action.
- 6.4. The OT will meet at least quarterly at a time and place designated by the Chair. All meetings require at least seven days written notice to all OT members. Special meetings of the OT may be called by the Chair or any two Partner Representatives upon at least seven days prior written notice to all OT members. Email notification is acceptable for quarterly and special meetings.
- 6.5. The OT is responsible for:
  - 6.5.1 Consulting with the Lead Administrative Agency supervisor on operational issues such as hiring, performance appraisals, and any termination of the PSWCC Sustainability Coordinator;
  - 6.5.2 Providing technical assistance to the PSWCC Sustainability Coordinator;
  - 6.5.3 Consulting with the PSWCC Sustainability Coordinator regarding contracts for any PSWCC services subject to approval of the Lead Administrative Agency;
  - 6.5.4 Recommending strategic plans, goals, objectives and work plan to the GB;
  - 6.5.5 Recommending changes to the annual budget, the Standard Schedule (Exhibit B), and other fiscal documents to the GB;
  - 6.5.6 Creating policies and procedures for GB approval;
  - 6.5.7 Overseeing the work plan and performance standards;
  - 6.5.8 Such other activities deemed appropriate by the GB.

## **7. Lead Administrative Agency**

- 7.1 The Lead Administrative Agency will support the administrative, fiscal, and technical aspects related to PSWCC operations as provided in the Service Level Understanding. The GB may change the Lead Administrative Agency at any time by majority vote of the GB, consistent with the terms of the Service Level Understanding. The GB shall select a new Lead Administrative Agency if the prior Lead Administrative Agency withdraws as provided in Sections 12.1.2 or 12.1.3 below. If the GB votes to change the Lead Administrative Agency, it shall do so with sufficient notice to both the prior and new Lead Administrative Agency as to leave sufficient time to mutually agree to reemployment of some or all PSWCC staff by the new Lead Administrative Agency consistent with any



applicable collective bargaining agreement, personnel policy or state law. PSWCC operations shall vacate the prior Lead Administrative Agency's premises within thirty days of the date that transfer is complete.

- 7.2 The Lead Administrative Agency will be the employer of record of PSWCC staff, including the PSWCC Sustainability Coordinator. It will be responsible for:
- 7.2.1. Employing and paying staff, including benefits;
  - 7.2.2. Supervising PSWCC staff with disciplinary authority;
  - 7.2.3. Interviewing, hiring, and terminating staff in consultation with the OT;
  - 7.2.4. Conducting annual reviews in consultation with the OT; and
  - 7.2.5. Such other activities deemed appropriate by the GB or OT as agreed to by the Lead Administrative Agency in the Service Level Understanding or subsequent amendments.
- 7.3. The Lead Administrative Agency will provide technical support for all PSWCC assets. The Lead Administrative Agency's responsibilities in this role will be defined by an annual Service Level Understanding between the Lead Administrative Agency and PSWCC.
- 7.4. The obligation of the Lead Administrative Agency to perform the functions set forth in this Agreement is contingent upon receipt and level of funding for the program received from the PSWCC Partners.

## **8. Partner Duties and Rights**

- 8.1. Partners shall make payments to the PSWCC as annually budgeted by the GB. Payments shall be made within 45 days of the start of the Fiscal Year (August 15) or unless otherwise agreed to. Partner Representatives may propose items for any GB or OT meeting agenda.

## **9. Funding PSWCC Expenses**

- 9.1. The services of the Lead Administrative Agency, the PSWCC Sustainability Coordinator and other PSWCC expenses will be funded with dues and in-kind contributions from Partners as annually budgeted by the GB.

## **10. Procedures Manual**

- 10.1. The OT will create procedures for the PSWCC and will incorporate them into a Procedures Manual. The GB has oversight authority, final editorial control and must approve the Procedures Manual.

## **11. Additional Partners or Members**

- 11.1. The GB will develop methods for extending participation to additional Partners and Members. New Partners and Members will be accepted into the PSWCC only upon approval of a majority of the GB and upon execution of a Membership Agreement.

## **12. Duration, Withdrawal, Termination, and Ownership**

### **12.1. Partner Roles and Responsibilities**

- 12.1.1 Each Partner owns an undivided common interest in PSWCC assets and in all unexpended and unencumbered funds held by the Lead Administrative Agency for PSWCC, in the same proportion as the Partner pays current annual fees.
- 12.1.2 A Partner may withdraw from the PSWCC by giving to the GB Chair written notice at least three (3) months in advance of the subsequent fiscal year by written notification (on official letterhead, not email).
- 12.1.3 A Partner may withdraw from the PSWCC without written notice as provided in section 12.1.2 only by unanimous vote of the GB. However, if a Partner does not obtain authorization from its governing body to fund participation in PSWCC, such Partner will notify the other Partners as soon as possible that payment will not be forthcoming and that the Partner will withdraw from PSWCC. In the event a Partner does not obtain permission from its governing body to fund participation in the PSWCC, such Partner may withdraw without penalty.
- 12.1.4 If the GB requests it, a withdrawing Partner must draft a transition plan to allow the orderly and coordinated termination of all applicable PSWCC related services. Upon withdrawal, the former Partner forfeits any claims to PSWCC assets.
- 12.1.5 The PSWCC and this Agreement may be terminated by mutual agreement of all Partners. At the time of termination, all Partners are entitled to a share of the proceeds of sale of assets purchased by the Lead Administrative Agency using PSWCC funds including equipment and software and any unexpended and unencumbered funds held for use by PSWCC in the same proportion as their ownership interests.

### **12.2. Member Roles and Responsibilities**

- 12.2.1. No Member owns any interest in PSWCC assets or in any funds held by the Lead Administrative Agency for PSWCC.
- 12.2.2. A Member may withdraw from the PSWCC by giving to the GB Chair written notice at least three (3) months in advance of the subsequent fiscal year by written notification (on official letterhead, not email).
- 12.2.3. A Member may withdraw from the PSWCC without written notice as provided in section 12.2.2 only by unanimous vote of the GB. However, if a Member does not

obtain authorization from its governing body to fund participation in PSWCC, such Member will notify PSWCC as soon as possible that payment will not be forthcoming and that the Member will withdraw from PSWCC. In the event a Member does not obtain permission from its governing body to fund participation in the PSWCC, such Member may withdraw without penalty.

12.2.4. If the GB requests it, a withdrawing Member must draft a transition plan to allow the orderly and coordinated termination of all applicable PSWCC related services.

### **13. Duration**

13.1. This Agreement shall automatically renew on a year to year basis.

### **14. Remedies**

14.1. If a Partner or Member attempts to withdraw from the PSWCC but fails to follow the notice process required by section 12 or to obtain the authorization under section 12, the Partners and Members recognize that each has relied upon the other's contributions for the budget in place for the applicable fiscal year. Therefore, the withdrawing Partner or Member shall forfeit that amount paid and attributed to it for the PSWCC annual operation costs for the current fiscal year, as determined by the current PSWCC Fee Schedule to keep the remaining Partners whole.

### **15. Liability and Indemnification**

15.1. Subject to the Oregon Constitution, and the limits imposed under the Oregon Tort Claims Act, each Partner or Member agrees to hold harmless, defend, and indemnify each other Partner or Member, including governing bodies, representatives, officers, employees and agents against all claims, demands, actions or suits (including all attorneys' fees and costs) arising from this Agreement where the claim, suit, action, loss, damage, injury or liability is attributable to the acts or omissions of the indemnifying Partner or Member, its governing board, representatives, officers, and employees.

15.2. Notwithstanding Section 15.1, when the Lead Administrative Agency is conducting PSWCC activities off Lead Administrative Agency premises ("Off Site Activities"), the Partners and Member agree to hold harmless, defend, and indemnify the Lead Administrative Agency against all claims, demands, actions, or suits (including all attorneys' fees and costs) arising from Off Site Activities. Nothing in this section shall require the Partners and Member to indemnify the Lead Administrative Agency from liability arising from the sole negligence of the Lead Administrative Agency, its officers, or employees.

### **16. Disputes**

16.1. If a dispute arises between the parties to this Agreement, the disputing parties shall first attempt to resolve the dispute by negotiation, followed by mediation and

finally by filing an action in a court of competent jurisdiction.

- 16.2. Step One: The disputing parties shall authorize a person (“Authorized Official”) to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by the parties’ Authorized Official and ratified by each governing body, if required. Step One will be completed when written notice is delivered to all disputing parties.
- 16.3. Step Two: If the dispute cannot be resolved within fifteen (15) business days for Step One, the disputing parties shall submit the matter to mediation. The disputing parties shall attempt to agree on a mediator. If they cannot agree, the disputing parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing parties will mutually agree on a mediator from the list provided. If the disputing parties cannot mutually agree upon a mediator, the disputing parties shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing parties who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.
- 16.4. Step Three: If the disputing parties are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon court of competent jurisdiction. Venue shall be in the Circuit Court for Washington County.

## **17. Notice**

- 17.1. A Partner or Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Partners to this Agreement shall provide prompt and timely notice to the Partners that may be affected by the suit or claim. Each Partner reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

## **18. Insurance**

- 18.1. Partners and Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of participation in the PSWCC.

## **19. Amendments**

- 19.1. No provision of this Agreement may be modified, altered, or rescinded by individual Partners or Members. This Agreement may only be changed, modified, or amended in writing by an affirmative vote of at least three-quarters of the GB.

**20. Effective Date**

20.1. This Agreement becomes effective when it has been authorized and executed by each of the Partners' governing bodies or representatives identified in Exhibit A.

**21. Severability**

21.1. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**22. Governing Law; Jurisdiction; Venue.**

22.1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Venue shall lie in the Circuit Court of the State of Oregon for Washington County.

**23. No Third Party Beneficiaries**

23.1. The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement

**24. Execution in Counterparts**

24.1. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

APPROVED AND SIGNED by the Governing Board who are authorized to execute this Agreement on behalf of the governing body of each Partner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**PARTNERS:**

**WASHINGTON COUNTY, political subdivision of the State of Oregon**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BANKS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BEAVERTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORNELIUS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HILLSBORO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF TUALATIN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CLEAN WATER SERVICES**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PORTLAND COMMUNITY COLLEGE, ROCK CREEK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TUALATIN HILLS PARK & RECREATION DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TUALATIN VALLEY FIRE & RESCUE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TUALATIN VALLEY WATER DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Gregory E. DiLoreto, CEO

## EXHIBIT A

## PARTNERS

1. Washington County, political subdivision of the State of Oregon
2. City of Banks
3. City of Beaverton
4. City of Cornelius
5. City of Hillsboro
6. City of Tualatin
7. Clean Water Services
8. Tualatin Valley Water District
9. Portland Community College, Rock Creek
10. Tualatin Hills Park & Recreation District
11. Tualatin Valley Fire & Rescue