

FILED  
WASCO COUNTY

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

2005 SEP 14 A 7 59

IN THE MATTER OF AUTHORIZING AN	)	KAREN LEBRETON COATS
INTERGOVERNMENTAL AGREEMENT	)	ORDINANCE CLERK
CREATING THE MT HOOD ECONOMIC	)	
ALLIANCE.	)	

WHEREAS, Wasco County ("County"), a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203, is engaged in the provision of general local governmental services within Wasco County; and

WHEREAS, the County intends to further its economy and efficiency by forming by Intergovernmental Agreement between Wasco County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203; Hood River County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203; and Clackamas County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203 (each of which is referred to herein individually as "County" and collectively as the "Counties"), an intergovernmental entity to be known as the Mt Hood Economic Alliance; and

WHEREAS, the Counties intend to use any authority delegated to the Mt Hood Economic Alliance Intergovernmental Agreement to further the economy of each County by meeting the requirements of the Oregon Regional and Rural Investment Programs on behalf of the Counties; and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

2005-0199 (10)

1           WHEREAS, each of the Parties has taken, or is expected to take in the  
2 immediate future, all actions required under applicable acts, charters and law to  
3 authorize the execution and performance of the Agreement through which the  
4 Mt Hood Economic Alliance will be created.

5           NOW, THEREFORE, IT IS HEREBY ORDAINED BY WASCO COUNTY:

- 6           1.       It is the intent of Wasco County to create the Mt Hood Economic  
7 Alliance pursuant to ORS 190.003 through ORS 190.265 by  
8 Intergovernmental Agreement, a copy of which is attached hereto as  
9 Exhibit A ("Agreement"), between the following parties: Wasco County, a  
10 political subdivision of the State of Oregon formed under the Oregon  
11 Constitution and ORS Chapter 203; Hood River County, a political  
12 subdivision of the State of Oregon formed under the Oregon Constitution  
13 and ORS Chapter 203; and Clackamas County, a political subdivision of  
14 the State of Oregon formed under the Oregon Constitution and ORS  
15 Chapter 203.  
16  
17           2.       The effective date of the Agreement is September 7, 2005.  
18  
19           3.       The public purposes for which the Mt Hood Economic Alliance is  
20 created is to meet the requirements of the Oregon Regional and Rural  
21 Investment Programs on behalf of the Counties of Clackamas, Hood River  
22 and Wasco. The Alliance shall develop a regional strategy as provided by  
23 OAR 123-055-0100 through OAR 123-055-0620. In addition, the Alliance  
24 shall act as administrative and fiscal entity for the Regional and Rural  
25 Investment Programs within the region.  
26

*P2005-0199 (10)*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
Page

4. To carry out its public purposes, the Mt Hood Economic Alliance shall have the powers, duties and functions as set forth in the Agreement.

5. The creation of the Mt Hood Economic Alliance pursuant to the Intergovernmental Agreement attached hereto as Exhibit A is hereby ratified and approved and the County Court is authorized to execute and deliver on behalf of Wasco County the Agreement.

6. The Intergovernmental Agreement between Clackamas, Hood River and Wasco Counties may be amended from time to time by an order or resolution by the Board of Commissioners/County Court of said Counties.

7. The provisions of this Ordinance, including Exhibit "A", are severable. If any provisions of this Ordinance are determined to be invalid by a Court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and the decision shall not affect the validity of the remaining portions hereof.

8. Immediate action being necessary to carry out the Mt Hood Economic Alliance public purposes on an economic and efficient basis, an emergency is declared to exist and this Ordinance shall take effect immediately upon its execution by the County.

ADOPTED on the 7<sup>th</sup> day of September, 2005 by a unanimous decision of the County Court.

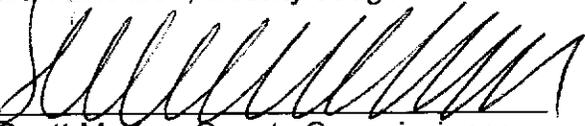
////  
////

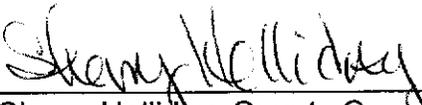
*2005-0199 (10)*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

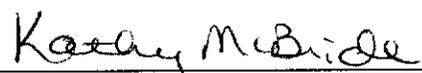
WASCO COUNTY COURT

  
\_\_\_\_\_  
Dan Ericksen, County Judge

  
\_\_\_\_\_  
Scott McKay, County Commissioner

  
\_\_\_\_\_  
Sherry Holliday, County Commissioner

ATTEST:

  
\_\_\_\_\_  
Kathy McBride  
Clerk of the Court

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric J. Nisley  
Wasco County District Attorney

P2005-0199 (10)

INTERGOVERNMENTAL AGREEMENT  
Between Clackamas, Hood River and Wasco Counties to establish the  
MT HOOD ECONOMIC ALLIANCE  
as an ORS 190 entity

THIS AGREEMENT is made and entered into by and between Clackamas, Hood River and Wasco Counties, hereinafter referred to as the "Counties."

WITNESSETH:

1. Pursuant to ORS 285B.230 through 285B.269, the Oregon Economic and Community Development Department has designated Clackamas, Hood River and Wasco Counties as a region with the purpose of developing and implementing a *Regional Strategy* including a *Rural Action Plan*.
2. The Counties previously created the Mt Hood Economic Alliance (the "Alliance") by means of an Intergovernmental Agreement effective January 1, 2004.
3. The Counties desire to create a new intergovernmental agreement pursuant to 190.010(5) to replace the informal structure previously created. The intergovernmental entity shall continue to be known as the Mt Hood Economic Alliance.

NOW, THEREFORE, IT IS HEREBY AGREED by Clackamas, Hood River and Wasco Counties as follows:

I. Mt Hood Economic Alliance

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010(5) composed of Clackamas, Hood River and Wasco Counties, to be known as the Mt Hood Economic Alliance. The purpose of the Alliance is to meet the requirements of the Oregon Regional Investment and Rural Investment Fund programs on behalf of the three counties. The Alliance shall develop and implement a *Regional Strategy* as provided by OAR 123-055-0100 through 123-055-0620. In addition, the Alliance shall act as the administrative and fiscal entity for the Regional Investment and Rural Investment Programs within the region.

B. The previous structure created by means of the Intergovernmental Agreement in effect since January 1, 2004 and also known as the Mt Hood Economic Alliance is hereby abolished. The intergovernmental entity created in paragraph A shall succeed and replace the prior structure. The new intergovernmental entity shall become the owner of all the property and funds of the prior structure; shall assume all obligations, indebtedness, and legal rights and responsibilities of the prior structure. All of these assets and obligations shall become jointly and severally those of the parties to this Agreement.

C. The Mt Hood Economic Alliance shall be represented by a Regional Investment Board (RIB).

D. Clackamas County shall return all Regional Investment, Rural Investment and Revolving Loan Funds and all other property of the Alliance in its possession to the Alliance, immediately upon adoption of this Agreement. In addition, Clackamas County shall cooperate with the Alliance to ensure that all other applicable contracts, debts, and obligations are assigned to the Alliance.

## II. Regional Investment Board (RIB)

### A. The Alliance shall be governed as follows:

1. The RIB shall be composed of twelve members. Hood River and Wasco Counties shall each appoint three (3) people plus one alternate to the RIB. Clackamas County shall appoint six (6) people plus one alternate to the RIB. Each County shall undertake their best efforts to select appointees that represent the private business sector, rural interests, and local government. Each member's term shall last two (2) years. In the event of a vacancy on the RIB, the appointing County shall fill the vacancy within sixty (60) days. Alternate appointees shall serve a two year term on the RIB. Any board representation by the Confederated Tribes of Warm Springs required by law shall be from Wasco County.
2. Members of the RIB shall meet and elect a chair, vice-chair and secretary-treasurer each from a different county. The chair, vice-chair and secretary-treasurer shall serve for one (1) year and are eligible for re-election. The chair shall have the authority to call and preside over RIB meetings. The vice-chair may preside over such meetings in the absence of the chair.
3. Decisions of the RIB shall be made only at meeting of which all members are provided proper notice as provided by Public Meeting Law. Each member shall have one vote. Alternates shall vote in the absence of a voting member. A majority of the entire RIB including at least one member from each county is required for any decision to be effective.
4. The RIB may adopt bylaws for its operations. The bylaws shall only be amended by a vote of at least five members of the RIB. At least one vote from each County is required for an amendment to be effective.
5. The RIB shall be subject to the requirements of Oregon laws, including, without limitation, the Public Meetings Law, Public Records Law, Local Budget Law, public contracting laws, the Oregon Government Ethics laws, and workers' compensation laws of the State of Oregon.
6. The Alliance shall meet regularly as determined by the RIB. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings laws, by the chair or by any three members.

### B. The RIB shall perform the following services for the Alliance:

1. Develop and implement the region's *Regional Strategy* and *Rural Action Plan* approved by the Governor.
2. Determine the policies for awarding Regional Investment and Rural Investment Funds to individual projects and activities based on State Statutes and Administrative Rules.
3. Approve funding for projects and activities and approve any amendments to contracts.
4. Serve as the administrative and fiscal entity for the Alliance's Regional Investment, Rural Investment and Revolving Loan Fund programs.
5. Serve as the public relations contact for the Alliance and RIB and market the Regional Investment and Rural Investment Programs in the region.

6. Draft application forms and review applications from potential recipients of Regional Investment and Rural Investment Funds.
7. Draft appropriate documents to evidence awards from Regional Investment and Rural Investment Funds. Provide for legal review of documents.
8. Monitor recipients of Regional Investment and Rural Investment Funds for compliance with contract terms.
9. Determine what action to take if a recipient of Regional Investment or Rural Investment Funds defaults in its obligations. Pursue such actions.
10. File and record documents as required.
11. Disburse Regional Investment and Rural Investment Funds to recipients in accordance with the contracts.
12. Account for all Regional Investment and Rural Investment Funds in accordance with the contract between the RIB and the Oregon Economic and Community Development Department.
13. Prepare reports for the Oregon Economic and Community Development Department in accordance with the contract between the RIB and the Oregon Economic and Community Development Department. Share reports with participating Counties.
14. Prepare reports for the Alliance as requested.

C. The RIB shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Alliance:

1. Enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.
2. Adopt budgets for utilizing Regional Investment and Rural Investment Funds.
3. Apply for, receive, distribute and expend monies in accordance with Oregon law.
4. Create an Executive Committee and other sub-committees to assist it in carrying out its duties under this Agreement. However, sub-committees cannot reverse decisions made by the full RIB or bind the full RIB without prior approval regarding a specific action, and must report all of their actions to the next meeting of the RIB.
5. Enter in contracts with the Oregon Economic and Community Development Department.
6. Comply with applicable Oregon law.

D. Debts, liabilities and obligations of the Alliance shall be, jointly and severally, the debts, liabilities and obligations of the Counties and shall be divided upon termination in accordance with Part IV below of this Agreement.

### III. Dispute Resolution

A. Any dispute between the parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

B. In the event of a demand for arbitration, the parties shall agree upon an arbitrator or, if no agreement is reached within ten (10) days of the demand, each party shall select an arbitrator. Each party shall be responsible for the costs of its arbitrator. Arbitrators, by majority vote, shall have full authority to establish procedures, rule on evidence and objections and render an enforceable decision.

### IV. Termination

A. The Agreement shall continue until all parties mutually agree in writing to terminate it, or Wasco County, Hood River County, or Clackamas County provides sixty-days written notice to the other two counties requesting withdrawal from the Agreement.

B. If any county terminates their participation in this agreement, the other two counties agree to make a good faith effort to accomplish the goals and purposes of ORS Chapter 285B which establishes the legal authority for the Alliance.

C. Upon termination, the Alliance shall return all funds and all assets purchased with Regional and Rural Investment Funds to the Counties. Each County shall be entitled to a share of the Funds based on the pro-rated share of its contribution to the Regional and Rural Investment Funds. Any assets purchased with Regional Investment or Rural Investment Funds shall be valued at their fair market value upon termination and divided per pro-rated share among the Counties. In the event of a dispute between the Counties as to the division of the assets of the RIB, they shall be sold, and the net proceeds, after subtracting the cost of sale, shall be divided per pro-rated share among the Counties. Any sale or disposition of the RIB assets shall be in accordance with Oregon laws. In the event the contract between the Board and the Oregon Economic and Community Development Department provides for the disposition of unobligated funds and assets purchased with Regional Investment or Rural Investment Funds, the contract shall prevail over this provision.

D. Upon termination, the outstanding indebtedness, liabilities or continuing contractual obligations shall be divided per pro-rated share among the Counties.

### V. Miscellaneous

A. No Third Party Beneficiaries. The counties 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.

B. Records Maintenance and Access. The RIB shall maintain all records relating to this Agreement as to clearly document its performance hereunder. The counties and their duly authorized representatives shall have access to such records for the purpose of performing examinations and audits, and making excerpts and transcripts. All such records shall be retained by the RIB and kept accessible for a minimum of 3 years, except as required longer by law, following termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

C. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

Clackamas County:  
2051 Kaen Rd  
Oregon City, OR 97045

Hood River County:  
601 State Street  
Hood River, OR 97031

Wasco County:  
511 Washington St Rm 302  
The Dalles, OR 97058-2237

D. All parties shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

E. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.

F. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

G. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

H. This Agreement shall be subject to the constitutional debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent on funds being appropriated therefore.

I. This Agreement may be amended from time to time by agreement in writing, signed by all parties.

J. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL THREE PARTIES. SUCH WAIVER, CONSENT MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENT, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES READING THIS AGREEMENT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

Hood River County  
Board of Commissioners

\_\_\_\_\_  
Rodger Schock, Chair

\_\_\_\_\_  
Carol York, Commissioner

\_\_\_\_\_  
Les Perkins, Commissioner

\_\_\_\_\_  
Chuck Thomsen, Commissioner

\_\_\_\_\_  
Maui Meyer, Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Hood River County Counsel

Date:

Wasco County  
Board of Commissioners

\_\_\_\_\_  
Dan Erickson, County Judge

\_\_\_\_\_  
Scott McKay, Commissioner

\_\_\_\_\_  
Sherry Holliday, Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
Wasco County Counsel

Date:

Clackamas County  
Board of Commissioners

\_\_\_\_\_  
Martha Schrader, Chair

\_\_\_\_\_  
Bill Kennemer, Commissioner

\_\_\_\_\_  
Larry Sowa, Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
Clackamas County Counsel

Date: