

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting)
an Ordinance Creating the)
Northwest Oregon Economic)
Alliance)
_____)

ORDINANCE NO. 94-8

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This ordinance shall be known as Ordinance No. 94-8.

SECTION 2. AUTHORITY.

This ordinance is adopted pursuant to the authority of ORS 203.035 and ORS 190.003 to 190.110.

SECTION 3. PURPOSE.

The purpose of this ordinance is to create an intergovernmental entity by intergovernmental agreement. The effective date of the intergovernmental agreement shall be October 15, 1994. The intergovernmental entity shall be known as the Northwest Oregon Economic Alliance (the "Alliance"). The purpose of the Alliance is to meet the requirements of the Oregon Regional Strategies program on behalf of Clatsop, Columbia, and Tillamook Counties. The Alliance shall develop a regional economic development strategy as provided by ORS 285.630 through 285.647 and 285.655, the Regional Economic Development Act. In addition, the Alliance shall act as the administrative and fiscal entity for the Regional Strategies Program within the region. The powers, duties, and functions of the Alliance are described in Parts I and II of the intergovernmental agreement.

SECTION 4. ADOPTION.

The Intergovernmental Agreement between Clatsop, Columbia, and Tillamook Counties, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, is hereby adopted.

SECTION 5. AMENDMENTS.

The Intergovernmental Agreement between Clatsop, Columbia, and Tillamook Counties attached as Exhibit "A" may be amended from time to time by an order or resolution adopted by the boards of commissioners of each of said Counties.

SECTION 6. SEVERABILITY.

The provisions of this ordinance, including Exhibit "A", are severable. If any provision of this ordinance is 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.

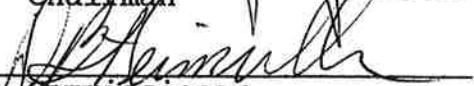
SECTION 7. EMERGENCY CLAUSE.

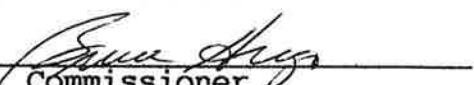
This ordinance being immediately necessary for the public health, safety and welfare of the citizens of Columbia County, an emergency is declared to exist and this ordinance shall take effect on October 12, 1994. The intergovernmental agreement, a copy of which is attached as Exhibit "A", shall take effect on October 15, 1994.

ADOPTED this 12th day of October, 1994.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Chairman


By: 
Commissioner

By: 
Commissioner

Approved as to form

By: 
Office of County Counsel

Attest:

By: 
Recording Secretary

First Reading: 10-12-94
Second Reading: 10-12-94
Effective Date: 10-12-94

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between Clatsop, Columbia, and Tillamook Counties, hereinafter referred to as the "Counties".

WITNESSETH:

1. Pursuant to ORS 285.630 through 285.647 and 285.655, the Oregon Economic Development Department has designated Clatsop, Columbia, and Tillamook Counties as a region with the purpose of developing a regional economic development strategy.

2. The Counties have previously created the Northwest Oregon Economic Alliance (the "Alliance") by means of an interim Intergovernmental Agreement dated April 1, 1994. The Alliance as currently formed is an informal structure created pursuant to ORS 190.010(2).

3. The Counties desire to create a new intergovernmental entity pursuant to ORS 190.010(5) to replace the informal structure previously created. The intergovernmental entity will continue to be known as the Northwest Oregon Economic Alliance.

4. Columbia County has been acting as the administrative and fiscal entity for the Alliance, but in the future the new intergovernmental entity will perform those functions for itself.

5. The interim Intergovernmental Agreement expires by its own terms on October 15, 1994. Therefore, it is necessary for the Counties to adopt a new Intergovernmental Agreement in order to continue to develop and implement the regional strategy.

NOW, THEREFORE, IT IS HEREBY AGREED by Clatsop, Columbia, and Tillamook Counties as follows:

I. Northwest Oregon Economic Alliance

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010(5), composed of Clatsop, Columbia, and Tillamook Counties, to be known as the Northwest Oregon Economic Alliance. The purpose of the Alliance is to meet the requirements of the Oregon Regional Strategies program on behalf of the three counties. The Alliance shall develop a regional economic development strategy as provided by ORS 285.630 through 285.647 and 285.655, the Regional Economic Development Act. In addition, the Alliance shall act as the administrative and fiscal entity for the Regional Strategies Program within the region.

B. The informal structure created pursuant to ORS 190.010(2) by means of the Intergovernmental Agreement dated April 1, 1994, and also known as the Northwest Oregon Economic Alliance

is hereby abolished. The intergovernmental entity created in paragraph A above shall succeed to and replace the informal structure hereby abolished. The new intergovernmental entity shall become the owner of all the property and funds of the informal structure; shall succeed to all contracts of the informal structure; and shall succeed to all obligations, indebtedness, and legal rights and responsibilities of the informal structure.

C. The Northwest Oregon Economic Alliance shall be represented by a regional strategy board which shall be known as the Regional Board.

D. Columbia County shall no longer act as the administrative and fiscal entity for the Alliance. Columbia County shall return all Regional Strategies Funds and all other property of the Alliance in its possession to the Alliance, immediately upon adoption of this Agreement. In addition, Columbia County shall cooperate with the Alliance to ensure that all other applicable contracts, debts, and obligations are assigned to the Alliance.

II. Regional Board

A. The Counties hereby create the Regional Board which will be governed as follows:

1. The Regional Board shall be composed of nine members. Each county shall appoint three members to the Regional Board consisting of individuals selected from the general public. A majority of the members of the Regional Board appointed from each county shall be individuals who primarily represent the private economic sector as defined in OAR 123-44-010. Each appointment to the Regional Board shall be at the pleasure of the Board of Commissioners of the county which made the appointment. Those members who were appointed to the board of the informal structure which preceded this Agreement shall remain on the Regional Board until the end of their term unless replaced by the appointing county. Of the members of the Regional Board at the outset of this Agreement, five shall serve until June 30, 1995, as determined by the Counties jointly. The remainder shall serve until June 30, 1996. Thereafter, each member's term shall last two (2) years. Notwithstanding the expiration dates stated above, each member shall continue to serve until his or her successor is appointed by the applicable county. In the event of a vacancy on the Regional Board, the appointing County shall fill the vacancy within thirty (30) days.
2. The members of the Regional Board shall meet and elect a chair, vice-chair and secretary-treasurer each from a different county. The chair, vice-chair and secretary

shall serve for one (1) year and are eligible for re-election. The chair shall have the authority to call and preside over Regional Board meetings. The vice-chair may preside over such meetings in the absence of the chair.

3. Decisions of the Regional Board shall be made only at meetings of which all members were provided proper written notice as provided by the bylaws adopted pursuant to paragraph II.A.4 below. Each member shall have one vote. A majority vote of a quorum of the Regional Board is required for any decision to be effective. A quorum shall consist of five members of the Regional Board including at least one member from each county.
4. The Regional Board may adopt bylaws for its operations. The bylaws may only be amended by a vote of at least five of the members of the Regional Board.
5. The Regional Board shall be subject to the requirements of Oregon law, 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 Regional Board shall meet regularly as determined by the Regional Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the chair or by any three members.

B. The Regional Board shall perform the following services for the Alliance:

1. Implement the regional strategy approved by the Governor.
2. Determine the policies for awarding Regional Strategies Funds to individual projects and activities.
3. Approve funding for projects and activities and approve any amendments to contracts.
4. Replace Columbia County as the administrative and fiscal entity for the Alliance's regional strategy program.
5. Serve as the public relations contact for the Alliance and Regional Board and market the Regional Strategies Program in the region.
6. Draft application forms and review applications from potential recipients of Regional Strategies Funds.

7. Draft appropriate documents to evidence awards from Regional Strategies Funds. Provide for legal review of all documents.
8. Monitor recipients of Regional Strategies Funds for compliance with contract terms.
9. Determine what action to take after a recipient of Regional Strategies Funds defaults in its obligations. Pursue such actions.
10. File and record documents as required.
11. Disburse Regional Strategies Funds to recipients in accordance with the contracts.
12. Account for all Regional Strategies Funds in accordance with the contract between the Regional Board and the Oregon Economic Development Department.
13. Prepare reports for the Oregon Economic Development Department in accordance with the contract between the Regional Board and the Oregon Economic Development Department.
14. Prepare reports for the Alliance as requested.

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

1. To enter into contracts for fiscal, professional, and other services necessary to carry out this Agreement.
2. To adopt a budget for utilizing Regional Strategies Funds.
3. To apply for, receive, distribute, and expend moneys in accordance with Oregon law.
4. To create committees and sub-committees to assist it in carrying out its duties under this Agreement. However, the sub-committees cannot reverse decisions made by the full Regional Board and must report all of their actions to the next meeting of the Regional Board.
5. To hire necessary employees and purchase, lease, or sell real or personal property.
6. To enter into a contract with the Oregon Economic Development Department.
7. To comply with applicable Oregon law.

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

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 the 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. If no agreement is reached within ten days of the demand, then any party may apply to a court or record to appoint an arbitrator according to ORS 36.320 or 190.710 et seq. An arbitration shall proceed according to and be governed by Oregon arbitration laws. The arbitrator shall have the powers and authority provided by law and this Agreement. Costs of the arbitration shall be shared equally by all parties, but each party shall pay its own attorney fees associated with any arbitration.

IV. Termination

A. This Agreement shall terminate on June 30, 1999, unless all three Counties agree in writing to terminate it sooner.

B. Upon termination, the Board shall return all funds and all assets purchased with Regional Strategies Funds to the Counties. Each County shall be entitled to an equal amount of the Funds. Any assets purchased with Regional Strategies Funds shall be valued at their fair market value upon termination and divided equally, as nearly as possible, among the Counties. In the event of a dispute between the Counties as to the division of the assets of the Board, they shall be sold and the net proceeds, after subtracting the cost of sale, shall be divided equally among the Counties. Any sale or disposition of Board assets shall be in accordance with Oregon laws. In the event the contract between the Board and the Oregon Economic Development Department provides for the disposition of unobligated funds and assets purchased with Regional Strategies Funds, the contract shall prevail over this provision.

C. Upon termination, the outstanding indebtedness, liabilities or continuing contractual obligations shall be divided equally, or nearly as possible, among the Counties.

V. Miscellaneous.

A. Non-discrimination. No person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination while performing any service pursuant to this Agreement when employed by the Alliance.

B. Non-Appropriation. In the event sufficient funds shall not be appropriated by any party for the payment of any consideration required to be paid under this Agreement, and if the party has no funds legally available for consideration from other sources, then that party may terminate this Agreement in accordance with Part IV of this Agreement.

C. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

D. Nonwaiver. The failure of the any party to this Agreement to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of the Agreement.

E. Notices. Any notice required or permitted under Agreement shall be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, to the other party or parties at their last known address(es). The notice will be deemed given and received when actually received.

F. Amendments. This Agreement may be amended from time to time by agreement in writing by the parties.

G. Time of the Essence. The parties agree that time is of the essence in this Agreement.

H. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

I. Venue. Venue relating to this Agreement shall be in the district or circuit courts of the State of Oregon for Columbia, Clatsop, or Tillamook Counties.

J. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

K. 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, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this 12th day of October, 1994.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By: [Signature]
Chair

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Chair

By: [Signature]
Commissioner

By: [Signature]
Commissioner

BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

By: [Signature]
Chairman

By: _____
Commissioner

By: [Signature]
Commissioner