

COUNTY COURT JOURNAL

BEFORE THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

FILED

96 DEC 18 AM 11:21

JOSEPHINE VELTRY  
COUNTY CLERK

In the Matter of an Ordinance for )  
Name Change and Re-Statement of )  
Intergovernmental Agreement for )  
North Coast Senior Services and )  
Declaring an Emergency )

ORDINANCE  
#51

The board of County Commissioners for Tillamook County ordains as follows:

**SECTION 1. TITLE.**

This ordinance shall be entitled and shall be known as the North Coast Senior Service Intergovernmental Agreement Re-Statement, Tillamook County Ordinance #51.

**SECTION 2. AUTHORITY.**

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

**SECTION 3. INTENT OF ORDINANCE.**

A. The Clatsop-Tillamook Intergovernmental Council (CTIC) was established in the 1970s to serve the land use planning, senior services and other regional needs of the citizens of Clatsop and Tillamook Counties and the cities therein. Through the years CTIC's function has focused on senior outreach and services and related regional activities. As a result, the Board of CTIC recommends re-stating its governing agreement and changing its name to North Coast Senior Services to more accurately reflect the services it performs.

B. It is the intent of the Board of County Commissioners for Tillamook County, in enacting this ordinance, to recreate an intergovernmental entity, called North Coast Senior Service by intergovernmental agreement, as set forth in Exhibit "A" attached hereto and by this reference incorporated as a part of this ordinance in its entirety.

**SECTION 4. PURPOSE OF THE INTERGOVERNMENTAL ENTITY.**

The purpose of the intergovernmental entity is set forth in Article 5 of the intergovernmental agreement, attached hereto as Exhibit "A".

**SECTION 5. POWERS, DUTIES AND FUNCTIONS.**

The powers, duties and functions of the intergovernmental entity shall be as set forth in Article 7 and elsewhere in the intergovernmental agreement, attached hereto as Exhibit "A"

**SECTION 6. CONFORMANCE OF STATE LAW.**

This ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State of Oregon, or its agencies, or any other ordinance, rule or regulation of Tillamook County.

**SECTION 7. INCONSISTENT PROVISIONS.**

This ordinance shall supersede, control and repeal any inconsistent provision of any county ordinance, amendment or any other regulations made by Tillamook County.

**SECTION 8. SEPARABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a 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 of this ordinance.

**SECTION 9. ADOPTION CLAUSE.**

The Re-Styled Intergovernmental Agreement, attached hereto as Exhibit "A" be and is hereby adopted, approved and ratified. The rights and obligations of CTIC shall continue under the said Re-Styled Agreement.

**SECTION 10. DECLARATION OF EMERGENCY.**

A. The Board of Directors for CTIC has requested that the re-stated Intergovernmental Agreement be signed and in effect by February 1, 1997.

- 1) The new name will more accurately reflect the duties of the entity.
- 2) A new manager has been hired.
- 3) A new Board of Directors will be elected and will begin their terms in January, 1997.

4) It is necessary to match the time lines of Clatsop County and the incorporated cities within Tillamook and Clatsop Counties, which are enacting similar ordinances and will be parties to the Intergovernmental Agreement.

B. An emergency is hereby declared to exist and this ordinance shall become effective immediately upon passage.

DATED THIS 18th DAY OF December, 1996.

**BOARD OF COMMISSIONERS FOR  
TILLAMOOK COUNTY, OREGON**

**Aye    Nay    Absent/Abstain**

Ken Burdick  
Ken Burdick, Chairperson

  /              /  

Gina (Mulford) Firman  
Gina (Mulford) Firman, Vice Chairperson

  ✓              /  

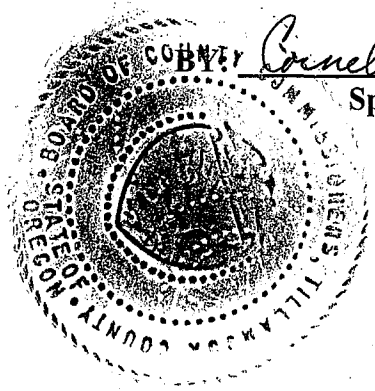
Jerry A. Dove  
Jerry A. Dove, Commissioner

  /              /  

ATTEST: Josephine Veltri  
County Clerk

**APPROVED AS TO FORM:**

William K. Sargent  
William K. Sargent, County Counsel



Cornelia V. Glenn  
Special Deputy

**INTERGOVERNMENTAL AGREEMENT  
NORTH COAST SENIOR SERVICES**

This Intergovernmental Agreement is made and entered into this 18th day of December by and between the agencies that adopted this agreement by ordinance.

**ARTICLE 1. ESTABLISHMENT.** The North Coast Senior Services, formerly known as Clatsop Tillamook Intergovernmental Council hereinafter referred to as the **AGENCY**, was established by authority of Section 190.003 to 190.110 of the Oregon Revised Statutes, and remains operational pursuant to those statutes and agreement of its members. The **AGENCY** mission has become focused on senior services and related regional activities, and members agree to restate the Intergovernmental Agreement to meet the purposes for which the **AGENCY** now functions.

**ARTICLE 2. PURPOSE.** The purpose of the **AGENCY** is to:

- Section 1.** Develop a comprehensive and coordinated system of services for elderly persons and persons with disabilities, especially those with the greatest economic or social need.
- Section 2.** Emphasize services that meet the special needs of vulnerable elderly persons and persons with disabilities and assist them to receive, within available resources, the care necessary to remain in the least restrictive setting.
- Section 3.** Advocate on behalf of older persons and persons with disabilities by monitoring, evaluating and commenting upon, as appropriate, all policies, programs, hearings, levies, and community actions which affect the elderly and persons with disabilities.
- Section 4.** Utilize the various tools of intergovernmental cooperations, such as joint enterprises, mutual aid, parallel action, contractual services and formal and informal agreements, to identify and address these and other areas of regional concern throughout Clatsop and Tillamook Counties.

**ARTICLE 3. BOARD OF DIRECTORS.**

- Section 1.** The **AGENCY** shall be governed by a Board of Directors, hereinafter referred to as **BOARD**.
- Section 2.** The following units of local governments shall be eligible for membership: Clatsop County; Tillamook County; and the incorporated cities within Clatsop and Tillamook Counties.
- Section 3.** The unit of local government may attain membership and become a Member Government by adopting an ordinance approving this Agreement and by paying membership dues as established by the **BOARD**.
- Section 4.** Each Member Government shall be entitled to appoint one Delegate and one Alternate to the **BOARD**. The Delegate from each Member Government shall be selected from and designated by its elected governing body. The Alternate shall be appointed by the Member Government's governing body and is not required to be an elected official. Each member

government shall notify the **BOARD** promptly in writing of any change in their designated Delegate and/or Alternate.

#### **ARTICLE 4. MEETINGS.**

**Section 1.** The third Tuesday of each month shall be the regular meeting date of the Board unless otherwise designated by the Chair. Delegates shall be notified of all meetings.

**Section 2.** All meetings of the **AGENCY** shall be held in conformance with Chapter 192, Oregon Revised Statutes, Public Meetings.

#### **ARTICLE 5. PROCEDURES AND VOTING.**

**Section 1.** The **BOARD** shall elect a Chair, Vice-Chair, Treasurer and such other officers as it may desire. The officers shall be elected by the first regular meeting of the calendar year, to serve for the ensuing year. Officers will be elected by majority vote of a Board quorum.

**Section 2.** Each Delegate to the **BOARD** shall have one vote.

**Section 3.** Alternates shall each have one vote in the absence of Member Government's Delegate.

**Section 4.** Decisions of the **BOARD** on procedures to be followed by the **AGENCY** with regard to the conduct of its business shall be made by an affirmative majority vote of a quorum. A quorum shall consist of a majority of the Delegates or their Alternates.

**Section 5.** Decisions of the **BOARD** on entering into long term debt shall be made by an affirmative majority of two-thirds of all Member Government's Delegates or their Alternates. Long-term debt is an un-funded financial obligation which is not expected to be met in the current fiscal year.

**Section 6.** The rules of parliamentary procedure comprised in Robert's Rules of Order, Newly Revised, shall govern the **BOARD** in their deliberations. The Chair may discuss business under consideration without relinquishing the gavel.

#### **ARTICLE 6. OFFICERS.**

**Section 1.** There shall be a Chair, Vice-Chair and Treasurer of the **BOARD**. The Chair position shall rotate, as much as possible, between residents of the two counties, on an annual basis. The Chair and Vice-Chair and Treasurer must be Delegates to the **BOARD**.

**Section 2.** The Chair shall preside at all meetings of the **BOARD**, call meetings, and appoint all committees. The Chair shall be entitled to vote on all matters before the **BOARD**. The Chair shall have authority to co-sign checks for the **AGENCY**.

**Section 3.** The Vice-Chair shall assume the duties of the Chair in the Chair's absence. The Vice-Chair shall have the authority to co-sign checks for the **AGENCY**.

**Section 4.** The Treasurer shall be responsible for reviewing **AGENCY** expenditures and shall have the authority to co-sign **AGENCY** checks. The Treasurer shall preside at meetings in the absence of the Chair and Vice-Chair.

**ARTICLE 7. POWERS.** The **BOARD** may have the power:

**Section 1.** To enter into agreements with the United States of America, State of Oregon or any subdivision or agency of either or any municipal corporation for the purpose of obtaining financial aid or other participation in attaining the objectives and purposes of the **AGENCY**;

**Section 2.** To enter into contracts with persons, private agencies or firms;

**Section 3.** To adopt a budget indicating the receipts and expenditures of the **AGENCY** and establish the amount of financial participation by each Member Government;

**Section 4.** To seek and accept grants, gifts, loans and donations in the name of the **AGENCY**, a member government, or other public or quasi-public agencies;

**Section 5.** To employ staff, retain consultants, or obtain the personal services of individuals or employees of other agencies;

**Section 6.** To establish advisory committees to assist in carrying out its functions and duties;

**Section 7.** To take such other actions as are necessary to enable the **BOARD** to carry out its functions and duties;

**Section 8.** To adopt all rules necessary to carry out agency powers and duties;

**Section 9.** To enter into agreements with vendors, for the installment purchase or lease, with option to purchase, of real or personal property, if the period of time allowed for payment under an agreement does not exceed twenty (20) years.

**ARTICLE 8. PERMANENT COMMITTEES**

**Section 1. Budget Committee**

There is hereby established a Budget Committee which shall consist of voting members of the **BOARD**, plus voting members from the Advisory Council, as appointed by the **BOARD**. The functions of the Budget Committee shall be to review and recommend the

annual budget and budget revisions to the full **BOARD**.

**Section 2. Advisory Council**

There is hereby established a Senior Services Advisory Council. The Council's function is to advise the **BOARD** and the Director on behalf of the clients to be served by the **AGENCY** and on all important matters affecting the administration of the **AGENCY** except for matters of personnel administration, pay and benefits of staff. The **BOARD** shall approve By-laws for the Advisory Council, specifying make-up and governance of the Advisory Council, and appoint individuals to serve on the Advisory Council.

**Section 3. Executive Committee**

There is hereby established an Executive Committee to be made up of the officers of the **BOARD** and the Chair of the Advisory Council. The purpose of the Executive Committee is to discuss issues of concern, including policy, administration, personnel or organization of the **AGENCY**. The Executive Committee may be convened by any member of the Executive Committee or by the Executive Director. The **BOARD** may, from time to time, as the **BOARD** deems appropriate, delegate to the Executive Committee the duty of making recommendations and giving advice on any matters the **BOARD** deems appropriate.

**ARTICLE 9. STAFF**

**Section 1.** The **BOARD** shall appoint an Executive Director.

**Section 2.** The Executive Director shall administer the business of the **AGENCY** and shall be responsible for the management of the **AGENCY** to include: planning and organizing work; selection, supervision and evaluation of personnel; budgeting and controlling money and other resources used; and community relations. The Executive Director shall be empowered to execute contracts on behalf of the **AGENCY** upon adoption of the contract by the **BOARD**, and shall have the authority to co-sign checks for the **AGENCY**.

**ARTICLE 10. DURATION AND TERMINATION**

**Section 1.** This Agreement shall continue and remain in full force and the **AGENCY** shall not be dissolved unless by a majority vote of the entities constituting the participating Member Governments, provided, however, that any such dissolution shall not become effective until such time as any contracts to which the **AGENCY** is a party have been fully performed or are no longer in effect. In the event of such dissolution, all assets on hand shall be distributed to the Member Governments in proportion to their contributions for the acquisition of such assets as reflected in the proportion of agency dues paid, or other method of distribution of assets specifically provided.

**Section 2.** Any Member Government may withdraw as a participating Member Government in the **BOARD** under this Agreement at the termination of the fiscal year by submitting written notice to the **AGENCY** at least three months prior to the end of the current fiscal year of

its intentions to so withdraw.

**Section 3.** In the event of withdrawal by a party hereto, the Board shall determine the portion of the **AGENCY** assets, if any, to which the withdrawing government shall be entitled. Any indebtedness apportioned to a party which is withdrawing shall remain an obligation of that party.

**Section 4.** The debts, liabilities and obligations of the **AGENCY** shall be determined to be apportioned among participating Member Governments in proportion of agency dues paid. A participating Member Government may assume responsibility for specific debts, liabilities or obligations of the **AGENCY**.

**Section 5.** A Member Government may be declared delinquent by the **BOARD** at the expiration of sixty (60) days following the date due for payments agreed upon. Thereafter, the **BOARD** may, by an affirmative vote of at least two-thirds majority of Delegates or their Alternates, terminate the membership of the delinquent governing body.

**ARTICLE 11. AMENDMENTS.** This Agreement may be amended by majority affirmative vote of the Delegates or their Alternates. Written notice of the proposed amendment, including its full text must be submitted to each voting member of the **BOARD** at least thirty (30) days prior to a meeting called for such a purpose.