

BEFORE THE BOARD OF COMMISSIONERS

FOR TILLAMOOK COUNTY, OREGON

In the Matter of Amending an Ordinance )
Approving and Ratifying the Northwest )
Oregon Economic Alliance Intergovernmental )
Agreement and Declaring an Emergency )

AMENDED
ORDINANCE # 49

FILED
DEC 21 2005
TASSI O'NEIL
COUNTY CLERK

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

SECTION 1. TITLE.

This ordinance shall be known as Amended Ordinance No. 49.

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 amendment is to create an intergovernmental entity by intergovernmental agreement. The effective date of the intergovernmental agreement shall be December 21, 2005. 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 Investment and Rural Investment Fund programs on behalf of Tillamook, Clatsop and Columbia Counties. The Alliance shall develop and implement a regional economic development 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. The powers, duties and functions of the Alliance are described in Parts I and II of the intergovernmental agreement.

SECTION 4. SEVERABILITY.

The provisions of this ordinance, including the provisions of 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 5.            ADOPTION.

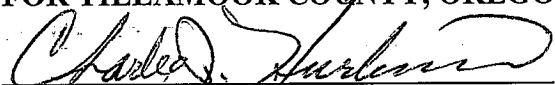
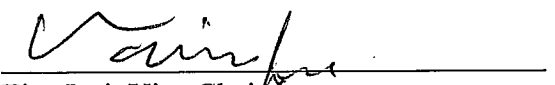
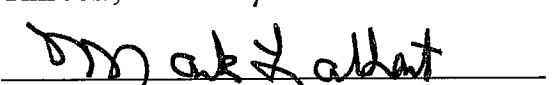
The Intergovernmental Agreement between Clatsop, Columbia and Tillamook Counties, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, be and is hereby adopted, approved and ratified.

SECTION 6.            EMERGENCY CLAUSE.

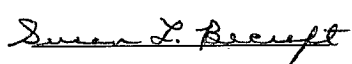
The purpose of the Northwest Oregon Economic Alliance is to meet the requirements of the Oregon Regional Investment and Rural Investment Fund Programs on behalf of the three counties. The Alliance shall develop and implement a NW Oregon Regional strategy as provided by OAR 123-055-0100 through 123-055-0620 . In addition, the Alliance shall act as the administrative and fiscal entity for the Regional Investment and Rural Investment Fund Programs within the region. The importance of these functions requires that a state of emergency is declared to exist, and this ordinance shall take effect immediately upon its execution by the Tillamook County Board of Commissioners.


ADOPTED this 21<sup>st</sup> day of December, 2005.

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

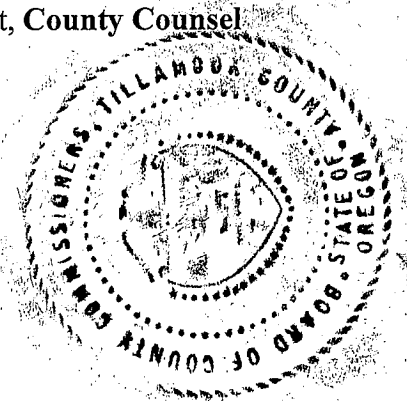
	Aye	Nay	Abstain/Absent
 Charles Hurliman, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Tim Josi, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Labhart, Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ATTEST:**    Tassi O'Neil,  
                  County Clerk

**BY:**   
  
Special Deputy

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
William K. Sargent, County Counsel

First Reading: December 7, 2005.  
Second Reading: December 21, 2005.  
Effective Date: December 21, 2005.



## 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 285B.230 through 285B.269, the Oregon Economic and Community Development Department has designated Clatsop, Columbia and Tillamook Counties as a region with the purpose of developing a NW Oregon Regional Strategy including a rural action plan.

2. The Counties created the Northwest Oregon Economic Alliance (the "Alliance") as an ORS 190 entity by means of an Intergovernmental Agreement in 1996, and extended that Agreement in 1999 and 2003.

3. The Counties desire to update the original Agreement to reflect changes in legislative statute and Alliance duties and responsibilities since 1996. The intergovernmental entity shall continue to be known as the Northwest Oregon Economic Alliance.

4. The Intergovernmental Agreement amended in 2003 expires December 2005. Therefore, the Counties are adopting a new Intergovernmental Agreement in order to continue the Alliance and to implement the NW Oregon 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 continued an intergovernmental entity pursuant to ORS 190.010(5) composed of Clatsop, Columbia and Tillamook Counties, known as the Northwest Oregon 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 NW Oregon 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 Northwest Oregon Economic Alliance shall be represented by a Regional Investment Board.

#### II. Regional Investment Board

A. The Alliance shall be governed as follows:

1. The Regional Investment Board shall be composed of nine members. Each county shall appoint three voting members and one alternate to the Regional Investment 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. Each appointment to the Regional Investment Board shall be at the pleasure of the Board of Commissioners of the county which made the appointment. Of the voting members of the Regional Investment Board at the outset of this Agreement, five shall serve until June 30, 2006, as determined by the Counties jointly. The remainder shall serve until June 30, 2007. Alternates shall serve until June 30, 2007. Thereafter, terms for each member and alternate shall last two (2) years. Notwithstanding the expiration dates stated above, each member and alternate shall continue to serve until his or her successor is appointed by the applicable county. In the event of a vacancy on the Regional Investment Board, the appointed County shall fill the vacancy within thirty (30) days. Each Regional Board shall review its membership to ensure adequate representation of rural interests as defined in OAR 123-45-0010(11). County Commissions shall be notified if a Regional Investment Board member does not attend three consecutive meetings and suggest a more active member be appointed to the Regional Investment Board.

2. Members of the Regional Investment Board 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 Regional Investment 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 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 Regional Investment Board including at least one member from each county is required for any decision to be effective.
  4. The Regional Board may adopt bylaws for its operations. The bylaws may only be amended by a vote of at least five members of the Regional Board.
  5. The Regional Board 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 Regional Investment Board. 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 Regional Investment Board shall perform the following services for the Alliance:
1. Implement the NW Oregon 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.
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 and Rural Investment programs.
5. Serve as the public relations contact for the Alliance and Regional Investment Board 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 ~~Strategies~~ Investment and Rural Investment Funds. Provide for legal review of all documents.
8. Monitor recipients of Regional Investment and Rural Investment Funds for compliance with contract terms.
9. Determine what action to take after 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 Regional Board 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 Regional Investment Board and the Oregon Economic and Community Development Department.
14. Prepare reports for the Alliance as requested.

C. The Regional Investment Board 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 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 Investment Board and must report all of their actions to the next meeting of the Regional Investment Board.
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 Board 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 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 of record to appoint an arbitrator according to ORS 36.320 and 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 continue until all three Counties agree in writing to terminate it.

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 Investment or Rural Investment 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 the Board 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.

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 the 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 not funds legally available for consideration from other sources, then the party may terminate this Agreement in accordance with Part IV of this Agreement.

C. Attorney's 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 attorney fee expenses, costs and disbursements for said action, suit, proceeding or appeal.

D. Nonwaiver. The failure of 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 this Agreement.

E. Notices. Any notice required or permitted under this 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 Clatsop, Columbia, 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, 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.

ADOPTED this 7th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By: Richard H Lee  
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]  
Chair

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

