

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1091

Special Ordinance Approving Intergovernmental Agreement with Washington County Creating the Multnomah-Washington Regional Investment Board, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. Multnomah and Washington counties wish to create a new entity, pursuant to ORS 190.010(5), to be called the Multnomah-Washington Regional Investment Board (“Multnomah-Washington RIB”) to meet the requirements of the Oregon Regional and Rural Investment programs set out in ORS 285B.230 through 285.B.269.
- b. It is the intent of the parties that the Multnomah-Washington RIB will develop a regional strategy as provided by OAR 123-055-0100 through 123-055-0620; and, that it will act as the administrative and fiscal entity for Regional and Rural Investment programs.

Multnomah County Ordains as follows:

Section 1.

- A. The purpose and intent of this ordinance is to create an intergovernmental entity to be known as the Multnomah-Washington Regional Investment Board; to develop a regional strategy; and, to act as the administrative and fiscal agent for the Regional and Rural Investment programs in the region.
- B. Multnomah County and Washington County have developed a form of intergovernmental agreement (“IGA”) to establish the Multnomah-Washington RIB and to meet the requirements of the Oregon Regional and Rural Investment programs on behalf of Multnomah and Washington counties. It is attached as Exhibit A and incorporated herein by reference.
- C. The Multnomah County Board of Commissioners vests the Multnomah-Washington RIB with those powers, rights and duties that the county has, and which are necessary to accomplish the purposes set forth in the IGA, subject to the limitations of ORS 190.080.
- D. The effective date of the IGA is the later date it is approved by ordinance by both counties.
- E. The IGA may be amended from time to time by an order or resolution of the boards of commissioners of the counties.

F. 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 2. The IGA attached hereto as Exhibit A is approved.

Section 3. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING AND ADOPTION

¹⁵
March ~~22~~, 2007



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

Ted Wheeler, Chair of the Board of Commissioners

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
Between Multnomah and Washington Counties to establish the
MULTNOMAH-WASHINGTON REGIONAL INVESTMENT BOARD
an ORS 190 Intergovernmental Entity
Contract No. 0708002

THIS AGREEMENT is made and entered into by and between Multnomah and Washington Counties, hereinafter referred to as the "Counties."

RECITALS:

1. Pursuant to ORS 285B.230 through 285B.269, the Oregon Economic and Community Development Department has designated Multnomah and Washington Counties as a region with the purpose of developing and implementing a *Regional Strategy*.
2. The Counties previously created the Multnomah-Washington Counties Regional Investment Board ("Multnomah-Washington RIB") by means of an Intergovernmental Agreement effective September 26, 2000.
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 Multnomah-Washington Regional Investment Board.

TERMS AND CONDITIONS:

I. Multnomah-Washington Regional Investment Board Created

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

B. The Intergovernmental Agreement in effect since September 26, 2000 and also known as the Multnomah-Washington RIB is hereby abolished. The new Multnomah-Washington Regional Investment Board created in paragraph A shall succeed and replace the prior structure. The new Multnomah-Washington Regional Investment Board 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. Multnomah County shall return all Regional Investment and Rural Investment Funds and all other property of the former Multnomah-Washington RIB in its possession to the new RIB, upon adoption of this Agreement. In addition, Multnomah County shall cooperate with the new RIB to ensure all other applicable contracts, debts, and obligations are assigned to the new RIB.

II. Multnomah-Washington RIB Governance

A. The RIB shall be governed as follows:

1. The RIB shall consist of six members. Each county shall appoint three (3) 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. Initial terms of the RIB members shall be determined in the following manner: one member from each County shall have an initial term ending in September 2008; one member from each County shall have an initial term ending in September 2009; one member from each County shall have an initial term ending with the annual meeting held in September 2010. An alternate's term shall last three (3) years. In the event of a vacancy on the RIB, the appointing County shall fill the vacancy within sixty (60) days. Subsequent appointees shall serve a three year term on the RIB.

2. Members of the RIB shall meet and elect a chair and vice-chair/secretary-treasurer each from a different County. The chair and vice-chair/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/secretary-treasurer may preside over such meetings in the absence of the chair.

3. Decisions of the RIB shall be made only at a meeting for which all members are provided notice and which is properly noticed as provided by the Public Meetings Law. Each RIB member shall have one vote. Alternates shall vote in the absence of a voting member from their County. Decisions of the RIB shall be by affirmative vote of the majority of the total members of the Regional RIB, and must include at least one representative from each County to be effective.

4. The RIB may adopt bylaws for its operations. The bylaws shall only be amended by a vote of at least four 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 RIB shall meet regularly as determined by its members. 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 provide the following services:

1. Develop and implement the region's *Regional Strategy* 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 RIB's Regional Investment and Rural Investment Fund programs.

5. Serve as the public relations contact for the 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 RIB as requested.

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

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 at the next meeting of the RIB.
5. Enter into contracts with the Oregon Economic and Community Development Department.
6. Comply with applicable Oregon law.

D. Debts, liabilities and obligations of the RIB 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. The two arbitrators selected shall select a third arbitrator. Each party shall be responsible for the costs of its own arbitrator and one half the cost of the third arbitrator. Arbitrators, by majority vote, shall have full authority to establish procedures, rule on evidence and objections, and to render an enforceable and binding decision.

IV. Effective Date

A. This Agreement shall be effective upon the latest date upon which both parties have adopted ordinances ratifying this Agreement

V. Termination

A. The Agreement shall continue until both parties mutually agree in writing to terminate it.

B. Either County may terminate this agreement for any reason upon ninety (90) days written notice to the other.

C. If either County terminates this agreement, both 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 RIB.

D. Upon termination, the RIB shall return all funds and all assets purchased with Regional and Rural Investment 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 RIB, 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 RIB assets shall be in accordance with Oregon laws. In the event the contract between the RIB 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.

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

VI. 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, and 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:

Multnomah County
Office of County Attorney
501 SE Hawthorne, Suite 500
Portland, OR 97214

Washington County
155 N 1st Ave
Hillsboro, OR 97124

D. Adherence to Law; Non-Discrimination. 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. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, are incorporated by this reference as though fully set forth.

E. Indemnification. 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.

F. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

G. Constitutional Debt Limits. 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.

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

I. 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 BOTH 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 READING THIS AGREEMENT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

Multnomah County
Board of Commissioners

Washington County
Board of Commissioners

Ted Wheeler, Chair

Tom Brian, Chair

APPROVED AS TO FORM:
AGNES SOWLE,
MULTNOMAH COUNTY ATTORNEY

APPROVED AS TO FORM

Sandra Duffy
Assistant County Attorney

Washington County Counsel

Date

Date