

2008-200

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Columbia-Cascade River District is a geographic area, not an administrative agency, lying north of Interstate 84, south of the Columbia River and extending from the western boundary of the City of Gresham to the Sandy River; and

WHEREAS, economic development in the Columbia-Cascade River District is important to the prosperity and on-going viability of: the cities of Fairview, Gresham, Troutdale and Wood Village; the Port of Portland; and Multnomah County (collectively the Parties); and

WHEREAS, the coordinated and collaborative development of the Columbia-Cascade River District is likely to produce greater benefits, more efficiencies and reduced costs than independent efforts by the Parties; and

WHEREAS, such coordination and collaboration has already resulted in significant fiscal and community benefits to the Parties; and

WHEREAS, the complete development of the Columbia-Cascade River District will require many years of cooperation to accomplish; and

WHEREAS, the Parties have cooperatively prepared a series of development principles for the mutually beneficial development of the Columbia-Cascade River District; and

WHEREAS, the Parties acknowledge the need to reach agreement for the on-going functioning of a Steering Committee to deal with issues of joint concern within the Columbia-Cascade River District.

NOW, THEREFORE, the Parties agree that:

1. A Columbia-Cascade River District Steering Committee (the Committee) is hereby created; and
2. The Committee is composed of a single voting primary representative from each of the Parties, formally appointed to the Committee by their particular City Council, County Commission or Port Executive Director; and
3. Each Party will also appoint an alternate to serve on the Committee for those times when the primary representative is not available; and
4. A staff person from each Party shall be assigned by the Party to provide technical assistance services to the Committee; provided for purposes of this Memorandum of Understanding "technical assistance services" shall mean only clerical, research and support services as directed by the Party's representative; except that the appointed staff person may also serve as an alternate to the primary representative as described in Section 3 above; and

5. The Committee will work cooperatively with the East Metro Economic Alliance to advocate for the Columbia-Cascade River District, retaining existing businesses and recruiting new businesses; and
6. When functioning in the roles described in Section 5 the Committee will have in addition to the Parties, representatives of the West Columbia Gorge Chamber of Commerce and such Columbia-Cascade River District businesses as the Committee selects which shall have voting rights for the issues identified in 5 above; Provided that any vote of the Committee shall not be deemed to be binding on any individual Party; and
7. The Committee shall function as an inter-governmental coordination body when dealing with infrastructure development, regulatory concerns, grant management or other issues dealing with public policies or public funds; provided for purposes of this Memorandum of Understanding, "inter-governmental coordination body" means the Committee shall inform and coordinate economic development issues for the benefit of the Parties with respect to the Columbia-Cascade River District geographic area; and
8. When the Committee is functioning as an inter-governmental coordination body the only voting members shall be the representatives of each Party; and
9. The Committee shall select annually from the representatives of the Parties one person to Chair and one to Vice-Chair, who shall be jointly responsible for sending out agendas, facilitating the meetings and assuring that minutes are kept of the meetings; and
10. The position of Chair shall rotate among the Parties on a schedule established by the Committee.
11. To the extent the Committee is "a governing body" as defined at ORS 192.610 (3) the Committee shall conduct its affairs in full compliance with the Oregon Public Meetings Law, ORS 192.610 through ORS 192.690

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date of the last signature below.

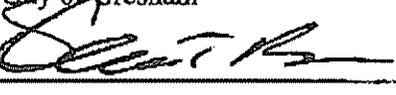
City of Fairview

Date

 _____ JULY 17 2008

City of Fresham

Date

 _____ 9/3/08

City of Troutdale

Date

Paul Helzer 6-11-08

City of Wood Village

Date

[Signature] 6/23/08

Multnomah County

Date

Port of Portland

Date

Bill Ryan 10-17-08

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

By: [Signature] 10/14/08
Counsel for the Port of Portland