

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 972

Special Ordinance Approving Intergovernmental Agreement with the City of Portland Creating the Sustainable Development Commission and Repealing MCC §§ 3.450, 3.460 and 3.470

The Multnomah County Board of Commissioners Finds:

- a. On April 26, 2001, the Board by Ordinance 960 established the Sustainable Development Commission as MCC §§ 3.450, 3.460 and 3.470.
- b. In April 2001, Multnomah County and the City of Portland adopted a joint Global Warming Action Plan.
- c. The County and City are working to promote more sustainable policies and actions, including green building practices and energy efficiency measures. In making these changes, both will learn faster by working together.
- d. Establishing a joint commission and shared standards will increase the public's ability to assess the sustainability practices of local government.
- e. Both County and City will benefit from the sustainable development expertise and networks provided by the joint commission.
- f. County and City representatives have developed the attached intergovernmental agreement to establish the commission in accordance with ORS 190.003 to 190.110.

Multnomah County Ordains as follows:

Section 1. The attached Intergovernmental Agreement with the City of Portland creating the Sustainable Development Commission is approved.

Section 2. MCC §§ 3.450, 3.460 and 3.470 are repealed.

FIRST READING:

January 17, 2002

SECOND READING AND ADOPTION:

January 24, 2002



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Matthew O. Ryan, Assistant County Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING SUSTAINABLE DEVELOPMENT COMMISSION

THIS AGREEMENT is between each of the City of Portland, a municipal corporation duly incorporated under the laws of the State of Oregon, (the "City"), and Multnomah County, a home rule county formed under the laws of the State of Oregon, (the "County") hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes. The City and the County are each working to promote sustainable policies and actions, such as green purchasing, green building development, and energy and water efficiency measures. The City of Portland has an existing advisory commission, the Sustainable Portland Commission, regarding sustainable development practices and policies.

To further the public interest, the Jurisdictions desire to create a joint sustainable development commission. A joint commission will increase the public's ability to assess progress in sustainable development and to adopt sustainability practices. The commission may further serve as an advisory body to the Jurisdictions on matters relating to sustainable development, and serve as the Jurisdictions' representative for regional, state or national sustainability policy matters.

Section 2. Definitions.

- A. "Commission" means the joint Sustainable Development Commission as formed under this Intergovernmental Agreement.
- B. "Jurisdiction" - any municipality or county which enters into this Agreement.
- C. "Person" - any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

Section 3. Commission Creation and Powers.

- A. Creation. The Commission is created to carry out the purposes set forth in this Agreement. The Commission is not authorized to modify, limit or alter any permit or regulatory process of any of the Jurisdiction's offices, agencies or bureaus. Subject to that limitation, the Commission may:
 - 1. Advise and make recommendations to the Jurisdictions' governing bodies on policies and programs to create sustainable communities and to encourage sustainable development;
 - 2. Articulate and promote a long-range goals and objectives for developing and achieving sustainable communities;
 - 3. Promote sustainable communities among citizens, businesses, governmental agencies and community-based organizations;
 - 4. Develop opportunities for all citizens to learn about values, principles, and practices that will encourage sustainable communities;
 - 5. Assist in the coordination of policies and actions creating sustainable communities; and,
 - 6. Meet annually with the governing bodies of the Jurisdictions to report on the Commission's activities and achievements in the prior year and plans for the upcoming year.

Subject to the limitations contained in this Agreement, the Commission is vested with the powers, rights and duties necessary to carry out these purposes as are vested in each Jurisdiction, its officers and agencies.

- B. Recommendations on Grants and Contracts. The Commission may provide recommendations and advice to the City and the County regarding contracting and grant applications to support sustainable communities and encouraging sustainable development.

Section 4. Commission Members.

- A. Composition. The Commission shall consist of seventeen members appointed by the Jurisdictions. Ten of the commission members shall be selected and appointed by the City. Seven of the members shall be selected and appointed by the County.
- B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No Commission action shall be in effect except on a majority vote by those Commissioners present.
- C. Term of Office and Succession. Commissioners shall serve for terms of two years. Commissioners shall continue to serve until their successors are appointed and assume their responsibilities. A vacancy on the Commission shall be filled by the Jurisdiction whose position on the Commission is vacant.
- D. Compensation. Members shall serve without compensation. However, a Commissioner's reasonable expenses for carrying out the work of the Commission may be reimbursed as authorized by policies of the appointing Jurisdiction.
- E. Removal. Absence from four consecutive Commission meetings shall constitute cause for removal of a Commissioner from their remaining term of office.

Section 5. Meetings, Rules of Procedure and Officers.

- A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.
- B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:
1. Times and places of regular meetings;
 2. The method and manner of calling special meetings;
 3. The method, term and manner of election of officers;
 4. The responsibilities and duties of officers; and
 5. The procedures for execution of writings and legal documents.
- C. Officers. At the first organizational meeting, the Commission shall elect from among its members two co-chairs. One of the chairs shall be a City appointee and the other a County appointee. The co-chairs shall preside at all meetings, call special meetings, and determine the order of business.

Section 6. Subcommittees.

- A. Steering Committee. The Steering Committee shall include the Commission co-chairs and at least five other Commission members as designated by the co-chairs. The Steering Committee will set the Commission's agenda and develop new projects for the Commission.
- B. Subcommittees. The Commission co-chairs may appoint such other subcommittees as may be deemed necessary to pursue other projects. Such subcommittees will include at least two Commission members. Other citizens, or City or County staff, may participate as ex officio subcommittee members, as appointed by the participating Commission members.
- C. Staffing. The City will provide staff support for the steering committee and two additional subcommittees. The County will provide staff support for one subcommittee. Staff support will include scheduling meetings, arranging for meeting space, and preparing agendas and minutes.

Section 7. Administration and Staffing Services.

- A. Monthly meetings. The Commission shall meet at least ten times per year. The City will provide the Commission with a meeting space, and prepare and distribute Commission agendas and minutes for ten monthly meetings per year.
- B. Annual planning session. The Commission shall meet one time per year to hold an annual planning session. The County will provide a meeting space and a facilitator for the Commission's annual planning session.
- C. Printing. Division of printing costs for Commission publications will be determined on a project-by-project basis. The City and County will each pay the printing costs for the materials distributed to their constituencies.
- D. Reports, letters, outreach. The City will provide staff for the projects undertaken by the Commission, including developing reports, writing letters, and organizing outreach activities. County staff will contribute information and review for Commission projects, and will assist with outreach activities.

Section 8. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

Section 9. Duration and Termination.

- A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to termination or dissolution as provided below. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.
- B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for any continuing support for the Commission for the ensuing year, a Jurisdiction may withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 10. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

Section 11. General Terms.

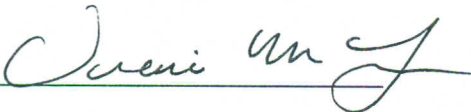
- A. This Is The Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- B. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
- C. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.
- D. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement

- E. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.
- F. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of this agreement.
- G. Insurance. Each party shall each 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.
- H. Adherence To Law. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- I. Non-Discrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- J. Access To Records. Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- K. Subcontracts And Assignment. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By 

By _____

Title: Multnomah County Chair

Title _____

Date: January 24, 2002

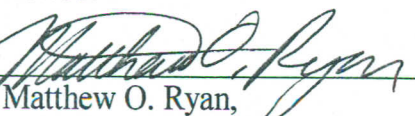
Date: _____

By _____
Auditor, City of Portland

Date: _____

Reviewed:

Approved as to Form:

By 
Matthew O. Ryan,
Assistant County Attorney

By _____
Jeffrey L. Rogers, City Attorney