

ORDINANCE No. 822

AN ORDINANCE RELATING TO THE PARTICIPATION BY THE CITY OF STAYTON IN AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO ORS CHAPTER 190 KNOWN AS THE SANTIAM REGIONAL AGREEMENT.

WHEREAS, the Santiam Regional Agreement is intended to collaboratively create a regionally coordinated transportation system and to enhance social cultural and recreational opportunities for the region's citizens;

WHEREAS, the interests of Stayton's citizens will be served by the City of Stayton's participation in the Santiam Regional Agreement;

WHEREAS, the City of Stayton desires to become a participant and party to the Santiam Regional Agreement; and,

WHEREAS, ORS 190.085 requires that each of the parties to an Agreement creating an intergovernmental entity shall enact an ordinance ratifying the creation of the intergovernmental entity;

NOW, THEREFORE BE IT ORDAINED by the Stayton City Council, Stayton, Oregon that:

SECTION 1: The Stayton City Council agrees to the creation of, and to be a party to, along with the other parties to the Agreement, an intergovernmental entity as described in the Santiam Regional Agreement (the Agreement).

SECTION 2: The effective date of the Santiam Regional Agreement shall be a date certain as stated in Section XII of said Agreement ("Duration and Termination"), upon passage of a legislative act ratifying participation by any three government entities.

SECTION 3: The specification of public purposes for which the entity described in the Santiam Regional Agreement is created, and the powers, duties and functions of said entity are stated in the Agreement attached hereto, and by this reference, incorporated herein.

SECTION 4: The terms of the Agreement are hereby ratified and the Mayor is hereby authorized and directed to sign the same on behalf of the City of Stayton.

PASSED BY THE STAYTON CITY COUNCIL this ____th day of December 2000.

CITY OF STAYTON

Signed: Dec. 19, 2000

By: Henry A. Porter
Henry A. Porter, Mayor

Signed: 12-19-2000

ATTEST: Chris Childs
Chris Childs, City Administrator

APPROVED AS TO FORM:

David A. Rhoten
David A. Rhoten, City Attorney

1 THE SANTIAM REGIONAL AGREEMENT

2
3 This Agreement made and entered into this 18th day of December 2000, by
4 and between the undersigned governmental bodies.
5

6
7 I CITATION
8

9 The communities of the Santiam River region of Marion and Linn Counties,
10 recognize that public transportation and recreational issues facing the region will
11 increase in complexity and intensity as the population further ages, changes and
12 travel by single occupancy private vehicles becomes less feasible. The communities
13 recognize that transportation and access to social, cultural and recreational
14 opportunities are interrelated. The goal of this ORS 190 Agreement will be to:
15

- 16 1. Collaboratively work with private and public transportation service
17 providers, users, and funding agencies to create a regionally coordinated
18 transportation system that will increase transportation choices for the
19 region's citizens.
20
21 2. Collaboratively work to enhance the social, cultural and recreational
22 opportunities for the region's citizens of all ages.
23

24 This agreement is not intended to financially obligate any member government,
25 however, does not prevent the organization created by this agreement from entering
26 singularly or jointly into binding contracts with member governments with the
27 consent of their governing bodies.
28

29 The institution created by this agreement will continue a process initiated by the
30 South Marion Advisory Committee of developing a regionally coordinated model
31 system to increase access to affordable cultural, recreational and transportation
32 opportunities. A further purpose of this agreement is to recognize that each
33 community should have the autonomy to operate its own programs and set
34 priorities different from that of the region. It is also intended to allow for public and
35 private cooperation and to reflect the idea of capturing the best of local
36 independence and private enterprise supported by regional coordination.
37 Accordingly, the undersigned join in a voluntary collaboration, and for this purpose
38 make this agreement.
39

40
41 II AUTHORITY
42

43 This agreement is established under the authority of the following Oregon Statutes:
44

1 ORS 190.010 that authorizes local governments to form intergovernmental
2 entities that are public bodies of the State of Oregon.

3
4 ORS 190.030 that provides that any agency established under the authority of
5 ORS 190.010 is vested with all powers, rights, duties, and functions
6 therefore existing by law in separate agencies, pertaining to functions
7 and activities.

8
9 ORS 190.085 that requires that any participant in an intergovernmental
10 agreement creating a separate entity ratify its participation by
11 legislative act of its governing body.

12
13 ORS 190.110 that authorizes public corporations, political subdivisions, and
14 state agencies to cooperate.

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16
17 **III DEFINITIONS**

18
19 1. "Agreement" shall mean, the Santiam Regional Agreement.

20
21 2. "Executive Council" shall mean the governing council provided for under
22 Article VII of this agreement.

23
24 3. "Member government" shall mean a governmental entity which is a
25 signatory party to this agreement or which becomes a party to this agreement
26 at a future date.

27
28 4. "Public Transportation" shall mean all personal travel not involving travel by
29 owner-operators of private vehicles.

30
31 5. "Recreation" shall mean all forms of programmed and/or unprogrammed
32 social, cultural or recreational opportunities for persons of all ages.

33
34 6. "Region" shall mean those geographic areas contained within the legal
35 boundaries of the signatory governmental bodies.

36
37 7. "Santiam Regional Advisory Committee" shall mean that standing committee
38 provided for under Article X of this agreement.

39
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41 **IV NATURE OF AGREEMENT**

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43 1. The member governments recognize that to provide convenient, accessible
44 public transportation within the region there will be a need for it to be coordinated,

1 multimodal, affordable, inclusive of both public and private service providers, and
2 linked by an information system to services throughout the mid-Willamette Valley
3 area in a system further tentatively identified as the Chemeketa Area Regional
4 Transportation System [CARTS]. This agreement is intended to facilitate
5 collaboration on a regional basis and to allow the region representation at the area
6 or CARTS level of cooperation.

7
8 2. The parties further seek to attain the maximum degree of intergovernmental
9 collaboration in order to, maintain and expand social, cultural and recreational
10 services and programs, eliminating duplication, leveraging funding, drawing upon
11 individual local community strengths and targeting special needs of groups such as
12 but not limited to youth and seniors.

13
14 3. The parties to this Agreement recognize the need to inform each other of
15 proposals, plans, developments and operations of recreational or public
16 transportation significance. Members should bring these to the attention of the
17 Santiam Regional Advisory Committee.

18
19
20 **V FUNCTIONS**

21
22 The Executive Council and the Santiam Regional Advisory Committee's primary
23 functions shall be:

24
25 1. To maintain and implement a coordinated regional public transportation
26 plan that supports and is supported by local, regional and state planning.

27
28 2. To facilitate, manage or engage in the regional coordination of transportation
29 services to include but not be limited to, fixed and deviated fixed route services,
30 non-emergency medical transport, client and agency group rides, rideshare, and
31 coordination with other transportation modes.

32
33 3 To facilitate, manage or engage in the regional provision of diverse social,
34 cultural and recreational opportunities to include but not be limited to the pooling
35 of facilities, personnel, vehicles, insurance, contracting, purchasing, and program
36 fiscal management.

37
38 4. To provide for continuous regional involvement in CARTS and similar area
39 wide initiatives involving public transportation or recreation.

40
41 6. To contract with public and private agencies for performance of authorized
42 functions.

1 VI EXECUTIVE COUNCIL POWERS

2
3 The Executive Council, with the advise of the Santiam Regional Advisory
4 Committee, shall have the power:

5
6 1. To enter into agreements with the United States of America, State of Oregon
7 or any subdivision or agency, or any municipal corporation for the purpose of
8 obtaining financial aid or participation in attaining the objectives and purposes of
9 the Agreement.

10
11 2. To enter into contractual relationships with private for profit or not for profit
12 agencies or firms for terms not exceeding five years.

13
14 3. To adopt a budget indicating the expenditures of the Executive Council.

15
16 4. To designate another ORS 190 or other government entity as a service agent,
17 for provision of financial, purchasing, personnel, legal or other services required by
18 the Executive Council.

19
20 5. To exercise any and all powers and functions authorized by law for an
21 intergovernmental entity, including the powers conferred by ORS 190.080.

22
23 6. Such other powers as are necessary to enable the Executive Council to carry
24 out its functions and duties or which are implied by this Agreement.

25
26
27 VII EXECUTIVE COUNCIL MEMBERSHIP

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29 1. The Executive Council shall consist of one representative from and appointed
30 by each member government and shall be an official directly elected by the people
31 to the governing body of the member government.

32
33 2. Appointments to the Executive Council shall be for 3-year terms. If a
34 member vacates a seat prior to conclusion of their term for any reason, the
35 governing body of the jurisdiction from which the person was appointed shall name
36 a replacement to complete the term of office.

37
38 VIII EXECUTIVE COUNCIL MEETINGS

39
40 The Executive Council shall meet at times to be set by the Council and at other times
41 as it's Chair may direct. All meetings of the Executive Council are open Public
42 Meetings within the intent of ORS 192.610 to 192.690. Minutes of all meetings shall
43 be recorded and maintained.

1
2 **IX EXECUTIVE COUNCIL PROCEDURES AND VOTING**

- 3
4 1. The Executive Council shall elect a chair and vice chair.
5
6 2. Each member of the Executive Council shall have one vote.
7
8 3. Decisions of the Executive Council shall be made by an affirmative majority
9 vote.
10 4. Every member, when a question is taken, shall vote.
11
12 5. The duties of the Executive Council's officers shall be as:
13
14 a. Chair
15 (1) To call meetings of the Executive Council.
16 (2) To chair meetings of the Executive Council.
17 (3) To vote in the proceedings of the Executive Council.
18
19 b. Vice Chair
20 (1) To chair the Executive Council in the absence of the Chair.
21 (2) To call a meeting of the Executive Council should the Chair
22 be unavailable.
23
24 6. The Executive Council shall adopt and from time to time may modify By-
25 laws, which may include authorization for the Chair to act on behalf of the council
26 for specified purposes.

27 .
28 **X SANTIAM REGIONAL ADVISORY COMMITTEE**

- 29
30 1. There is hereby established as a standing committee to be known as the
31 Santiam Regional Advisory Committee. The voting members of the Santiam
32 Regional Advisory Committee shall consist of one member appointed by each of the
33 governing bodies of the signatories to this Agreement and such other persons as
34 may be designated by the committee.
35
36 2 The Santiam Regional Advisory Committee shall elect a chair and vice-chair
37 from its membership. It shall meet on call of the Chair of the Committee or Chair of
38 the Executive Council. All meetings of the Santiam Regional Advisory Committee
39 are open Public Meetings within the intent of ORS 192.610 to 192.690. Minutes of all
40 meetings shall be recorded and maintained.
41
42 3. The primary function of the Santiam Regional Advisory Committee shall be:
43

- 1 • To provide written advice to the Executive Council on all actions regarding the
2 powers of the Executive Council as enumerated in Section VI, of this agreement.
3
- 4 • To review all proposals for initiation of new programs or services and prepare a
5 statement of impact of said programs with recommendation for consideration by
6 the Executive Committee.
7
- 8 • To appoint sub-committees to assist it in carrying out its functions and duties.
9

10 11 XI BUDGET COMMITTEE

12
13 There is hereby authorized a Budget Committee which shall consist of the members
14 of the Executive Council and an equal number of citizens appointed by the
15 Executive Council from residents of the signatory governments to this agreement.
16 The Budget Committee shall perform the requirements of law, especially ORS
17 Chapter 294.
18

19 20 XII DURATION AND TERMINATION

21
22 This Agreement shall become effective upon passage of a legislative act ratifying
23 participation by any three government entities. Any member government may
24 terminate its membership upon providing 90-day notice to the Executive Council
25 followed by passage of a legislative act repealing participation. This agreement shall
26 continue and remain in full force and the Executive Council shall not be dissolved
27 unless by passage of legislative acts by a sufficient number of signatories stating
28 their desire for termination that reduces the number of participants to less than
29 three local governments. Such termination shall not become effective until such
30 time as any contracts or other legal obligations to which the Executive Council is a
31 part have been fully performed or are no longer in effect. In the event of such
32 termination, any assets on hand shall be equally distributed to the Member
33 Governments.
34

35 36 XIII AMENDMENTS

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38 This Agreement may be amended by unanimous written consent of the Member
39 Governments.
40

41
42 **IN WITNESS WHEREOF**, the parties to this Agreement have caused these articles
43 to be executed by their authorized officer or representative as of the day and year
44 first above written.