

ORDINANCE NO. 1748

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, RATIFYING THE CREATION OF THE CLACKAMAS REGIONAL ELECTED GROUP (CREG) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MILWAUKIE

The City of Milwaukie does ordain as follows:

Section 1: It is the intent of the Milwaukie City Council by enacting this Ordinance, to create an intergovernmental entity entitled the Clackamas Regional Elected Group. The Intergovernmental Agreement shall become effective on the effective date of the last Ordinance enacted by the parties to the Intergovernmental Agreement.

Section 2: The public purposes for the intergovernmental entity are to provide cooperative and coordinated effort among local governments relating to the sharing of information and communication systems resources, as more particularly set out in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 3: The powers, duties and functions of the intergovernmental entity are as set out in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 4: The Mayor is hereby authorized on behalf of the City of Milwaukie to execute the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference.

Read for the first time September 7, 1993, and moved to second reading by a Unanimous vote of the City Council.

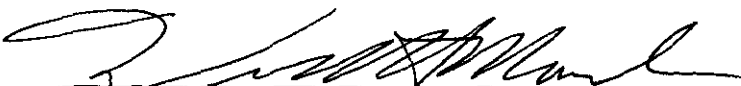
Read the second time and adopted by the City Council September 7, 1993.


Craig J. Tomnicki, Mayor

ATTEST:


Pat DuVal, Recorder/Secretary

APPROVED AS TO FORM:


O'DONNELL, RAMIS, CREW & CORRIGAN

Ordinance No. 1748

**INTERGOVERNMENTAL AGREEMENT
CLACKAMAS REGIONAL ELECTED GROUP**

THIS AGREEMENT is made and entered into, pursuant to ORS 190.010, and by and among the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn, and Wilsonville; Fire Districts of Beavercreek, Boring, Canby, Clackamas County, Clarkes, Colton, Estacada, Hoodland, Lake Grove, Molalla, Oak Lodge, Rosemont, and Sandy; and Clackamas County (herein "Partners").

WITNESSETH

WHEREAS, the sharing of information and communications system resources results in benefits to the Partners and to the public; and

WHEREAS, the participating jurisdictions desire to establish the Clackamas Regional Elected Group (herein "CREG") for the purposes described herein; and

WHEREAS, the CREG is to provide cooperative and coordinated effort among the local governments; and

WHEREAS, the Partners agree that no Partner will unilaterally make decisions that will affect the operating relationships or availability of resources to the other Partners.

TERMS AND CONDITIONS

1. CREG The participating jurisdictions hereby create an intergovernmental authority as provided by ORS 190.003 through 190.085; and known as the Clackamas Regional Elected Group (CREG).

2. POWERS AND AUTHORITY The CREG is vested with all powers, rights, duties, including expenditure of appropriated funds and retaining of personnel necessary for performing those functions in the coordinated delivery of the following services. Those functions include, but are not limited to:

- a. Adopt goals and objectives by maintaining long-range plans (five year time frame) for:
 - i) Emergency Communications Systems;
 - ii) Geographic Information Systems;other services which may be added by Partners. Adopt capacity plans (three year time frame) and operational plans (one year time frame) for each system.
- b. Implement these plans to the extent funds are appropriated for that purpose by the Partners.
- c. Adopt annual budget to include funding allocation between Partners. Approve budget modifications.
- d. Review and evaluate efforts for effectiveness and conformance with established objectives.
- e. Review cooperative projects between Partners.
- f. Approve new Partners and new users of each system.
- g. Select CREG director. Review and evaluate director performance annually.
- h. Resolve problems brought before the CREG.

3. GOVERNING BODY

a. The CREG shall be governed by a Board of Directors (herein "Board") consisting of one representative from each participating jurisdiction. Each participating jurisdiction shall appoint, at its pleasure, one primary representative and one alternate representative who may attend all Board meetings and deliberate and vote in the absence of the participating jurisdiction's primary representative. Representatives and alternates shall be an elected official or employee of their respective participating jurisdictions.

b. The Board shall be responsible for the appointment and establishment of employment terms and conditions, including compensation, of a CREG Director; and adoption of CREG's annual operating budget.

c. All meetings of the Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 et seq. A majority of the members of the Board shall constitute a quorum for purposes of deliberation and decision of the Board. Each participating jurisdiction's representative shall have one vote. All decisions of the Board, unless otherwise provided herein, shall require a majority vote of those representatives in attendance.

d. The Board, at its first organizational meeting, or as soon thereafter as it reasonably may be done, shall adopt bylaws governing its procedures and including, at a minimum, 1) time and place of regular meetings;

2) method and manner of calling special meetings; 3) method, term, and manner of election of Board officers to include, but not limited to, three levels of chairs; and 4) procedures for executing documents on behalf of CREG.

e. The Board, at its first organizational meeting, shall elect a chair, first vice-chair, and second vice-chair. the chair, and in the chair's absence, the first vice-chair, and in their absence, the second vice-chair, shall preside over all Board meetings.

f. The CREG Director's designee shall act as clerk of the Board and be responsible for providing notices of meetings and keeping of minutes as required by Oregon Public Meetings Laws.

4. MANAGEMENT TEAM

a. There is hereby established a CREG Management Team consisting of the chief operational or administrative officer for each participating jurisdiction.

b. The Management Team shall, among other things, 1) consider applicants and make recommendations to the Board for the Position of CREG Director; 2) provide advice and counsel to the CREG Director in the development of CREG's annual operating budget; 3) review policies and make recommendations to the Board relative to personnel, administration, operation, and service level standards; and 4) at its sole discretion elect an Executive Committee from among its membership with representation from city, County,

and special service district members to conduct the business of the Management Team.

c. A majority of the members of the Management Team attending a duly held meeting shall constitute a quorum for the purpose of deliberation and decision. Each Management Team member shall have one vote. All decisions of the Management Team shall require a majority vote of those members in attendance.

5. EMERGENCY COMMUNICATIONS TECHNICAL OPERATING STAFF

a. There is hereby established an Emergency Communications Technical Operations Staff (herein "ECTOS"), consisting of each city's police chief or designee, the Sheriff or designee, each department's fire chief or designee, as well as other Management Team members who may be appointed by the Management Team. The term of members of the ECTOS shall be established by the Management Team.

b. The ECTOS shall provide advice and counsel to the Management Team and CREG Director in matters of CREG operational priorities, policies and procedures.

6. GEOGRAPHIC INFORMATION SYSTEMS TECHNICAL OPERATING STAFF

a. There is hereby established a Geographic Information Systems Technical Operating Staff (herein "GISTOS"), consisting of each city's designee, the County's designee, each fire department's designee, as well as other Management Team members who may be appointed by the

Management Team. The term of members of the GISTOS shall be established by the Management Team.

b. The GISTOS shall provide advice and counsel to the Management Team and CREG Director in matters of CREG operational priorities, policies and procedures.

7. ADDITIONAL TECHNICAL OPERATING STAFF

a. The CREG may establish additional technical operating staff groups for each service. These groups shall include appropriate technical staff from each partner as well as other Management Team members as may be appointed by the Management Team.

b. The term of technical operating staff groups shall be established by the Management Team.

8. CREG DIRECTOR

a. The Board, based upon the recommendation of the Management Team, shall select and appoint a CREG Director.

b. The CREG Director shall be the chief operational and administrative officer of all CREG Services and be responsible for: 1) CREG administration personnel, purchasing, and budget functions; 2) identification, prioritization and coordination of CREG operations, including, but not limited to, expenditure of money as consistent with the CREG budget; 3) retaining personal services necessary to CREG operation; 4) entering into agreements and obligations on behalf of CREG; 5) hiring, training, discipline, and/or discharge of all subordinate

CREG personnel; 6) attending and providing executive staffing of Board and Management Team meetings; and 7) preparing and presenting the CREG annual budget.

9. CREG FUNDING

It is intended for CREG to be self sufficient in its operation. It is further intended that initial capital needs, including but not limited to a system upgrade, be financed by a County-wide capital construction levy. Costs of operating and maintaining CREG are to be borne from grants and operating shares provided by CREG member agencies. These monies shall be for the sole and exclusive use of CREG operation and administration, subject only to review during adoption of CREG's annual budget.

The CREG will negotiate the type and quantity of service to be provided and the amount of compensation to be paid by each Partner each year. If the CREG fails to negotiate an agreement, compensation for the next fiscal year shall be the amount paid for the prior fiscal year, plus five percent. Such agreement shall be contingent upon final budget approval of each Partner.

10. OPERATION OF THE CREG

The CREG of Clackamas County will provide system services required by this Agreement. An intergovernmental agreement will be executed annually between the CREG and the fiscal agent to set the expected service level and resources. The agreement will incorporate the one year operational plan referenced in this agreement.

11. STAFFING

a. The CREG Director shall hire such staff as necessary to provide expected service levels. Staffing level shall be a component of the annual operating plan adopted by the CREG Board.

b. If a partner commits staffing for CREG, such staffing shall be in accordance with policies and procedures to be established by the Management Team. Contributed staff shall be under the exclusive control and direction of the CREG Director or designee while assigned to CREG.

12. INCREASING MEMBERSHIP

The Management Team shall develop a method for allowing CREG membership for other units of local government. New participating jurisdictions shall be accepted as members of the CREG Task Force upon recommendation of the Management Team members and approval by the Board.

13. CONSOLIDATION OF PUBLIC SAFETY ANSWERING POINTS

This agreement does not preclude voluntary consolidation of public safety answering points (PSAPs). However, it is neither the explicit nor implicit intent of this agreement to prejudge or predetermine the issue of consolidation of PSAPs through any other means, including limiting or withholding from these PSAPs funds and/or equipment derived from any future county-wide tax levies and bond issues relating to emergency communications.

14. DURATION, WITHDRAWAL, AND TERMINATION

This Agreement is perpetual, however, 1) any participating jurisdiction may withdraw from the CREG, at the beginning of a fiscal year, upon providing written notice not less than six months prior to the beginning of the fiscal year, to the Chairman of the Board and Management Team; and 2) the CREG may be dissolved upon mutual agreement of all participating jurisdictions.

15. DIVISION OF CREG PROPERTY

a. Participating jurisdictions terminating their participation in this Agreement waive all right to CREG-owned personal property so long as the CREG continues to function as a multi-jurisdictional entity. If and when termination of all participating jurisdictions occurs, the withdrawing agency shall share in the disposition of all property owned by CREG at the time of it's withdrawal. All property acquired by CREG after withdrawal of the party will not be considered for distribution to the withdrawing party even though the funds for purchase (forfeiture, grant, or otherwise) were acquired prior to withdrawal.

b. Possession of any shared and/or loaned equipment shall revert to the original participating jurisdiction which owns it.

c. Assets purchased by CREG from grant or other funds shall, at the termination of the CREG Task Force, be disbursed as follows:

1) The participating jurisdictions at the time of termination can, by not less than 3/4 vote, agree to disbursement of specific assets to member agencies.

2) In the event a 3/4 vote agreement cannot be reached as to any specific asset(s), the parties to this Agreement shall jointly request from the American Arbitration Association a list of qualified arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on an arbitrator, the arbitrator will be chosen by the method of alternate striking of names from a list of five provided by the Association. The arbitrator's decision shall be binding on all parties to this Agreement.

d. Notwithstanding any other provision of this Agreement, upon recommendation of the Management Team, the Board, during its annual budget deliberations, may make a disbursement of funds not needed for continuing operation of CREG to participating jurisdictions.

16. AMENDMENTS

This Agreement may only be changed, modified, or amended upon three-fourths (3/4) or more vote of all participating jurisdictions.

17. EFFECTIVE DATE

This Agreement shall be effective on October 1, 1993, or the earliest date thereafter that it has been properly authorized by the governing bodies of eight (8) or more participating jurisdictions.

18. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body 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.

19. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

20. SIGNATURES TO THIS AGREEMENT

The parties shall sign this agreement as follows:

- a. Clackamas County, Oregon
- b. City of Barlow
- c. City of Canby
- d. City of Estacada
- e. City of Gladstone
- f. City of Happy Valley
- g. City of Johnson City
- h. City of Lake Oswego
- i. City of Milwaukie
- j. City of Molalla
- k. City of Oregon City
- l. City of Rivergrove
- m. City of Sandy
- n. City of West Linn

- o. City of Wilsonville
- p. Beavercreek Fire District
- q. Boring Fire District
- r. Canby Fire District
- s. Clackamas County Fire District #1
- t. Clarkes Fire District
- u. Colton Fire District
- v. Estacada Fire District
- w. Hoodland Fire District
- x. Lake Grove Fire District
- y. Molalla Fire District
- z. Oak Lodge Fire District
- aa. Rosemont Fire District
- ab. Sandy Fire District

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement forming the CREG to be duly executed on the day and year provided below.

Approved as to Form:

CLACKAMAS COUNTY, OREGON

By: _____

Date: _____

CITY OF BARLOW

By: _____

Date: _____

CITY OF CANBY

By: _____

Date: _____

CITY OF ESTACADA

By: _____

Date: _____

CITY OF GLADSTONE

By: _____

Date: _____

CITY OF HAPPY VALLEY

By: _____

Date: _____

CITY OF JOHNSON CITY

By: _____

Date: _____

CITY OF LAKE OSWEGO

By: _____

Date: _____

CITY OF MILWAUKIE

By: _____

Date: _____

CITY OF MOLALLA

By: _____

Date: _____

CITY OF OREGON CITY

By: _____

Date: _____

CITY OF RIVERGROVE

By: _____

Date: _____

CITY OF SANDY

By: _____

Date: _____

CITY OF WEST LINN

By: _____

Date: _____

CITY OF WILSONVILLE

By: _____

Date: _____

BEAVERCREEK FIRE DISTRICT

By: _____

Date: _____

BORING FIRE DISTRICT

By: _____

Date: _____

CANBY FIRE DISTRICT

By: _____

Date: _____

CLACKAMAS COUNTY FIRE DISTRICT #1

By: _____

Date: _____

CLARKES FIRE DISTRICT

By: _____

Date: _____

COLTON FIRE DISTRICT

By: _____

Date: _____

ESTACADA FIRE DISTRICT

By: _____

Date: _____

HOODLAND FIRE DISTRICT

By: _____

Date: _____

LAKE GROVE FIRE DISTRICT

By: _____

Date: _____

MOLALLA FIRE DISTRICT

By: _____

Date: _____

OAK LODGE FIRE DISTRICT

By: _____

Date: _____

ROSEMONT FIRE DISTRICT

By: _____

Date: _____

SANDY FIRE DISTRICT

By: _____

Date: _____