



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 15, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Hood River County and Wasco County to continue administration of the Mt. Hood Economic Alliance (MHEA). No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – July 27, 2021 – BCC approved new Clackamas County representatives on the MHEA Board.		
Performance Clackamas	1. Grow a Vibrant Economy		
Counsel Review	Yes, ARN	Procurement Review	No
Contact Person	Cindy Moore	Contact Phone	971-284-1002

EXECUTIVE SUMMARY: MHEA provides gap financing loans for businesses in Clackamas, Hood River and Wasco counties. Funding came from lottery funds in the 1990s and funds are available and disbursed via a revolving loan program. MHEA provides secondary financing for businesses unable to secure (enough) financing through conventional banking means. A regional economic development partnership, the Alliance seeks out and invests in projects that create jobs and leverage additional investment for the three counties. Priority is given to those business development projects that create or retain better than average wage jobs in the agriculture, light manufacturing, recreation equipment, technology or tourism industries.

As the Intergovernmental Agreement (IGA) was originally executed in 2005, the MHEA Board desires to update the IGA to reflect the current operations and governance of the organization. All parties remain the same which are Clackamas, Wasco, and Hood River counties. The MHEA serves businesses in all three counties. Currently, there is about \$300,000 in funds. As loans are repaid, monies are available to lend again.

Hood River County and Wasco County have approved the IGA and executed copies are included in this packet.

RECOMMENDATION: Staff recommends approval of the Intergovernmental Agreement.

Respectfully submitted,

Dan Johnson, Director
Department of Transportation & Development

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INTERGOVERNMENTAL AGREEMENT
Between Clackamas, Hood River and Wasco Counties to continue the
MT HOOD ECONOMIC ALLIANCE
as an ORS 190 entity

THIS AGREEMENT is made and entered into by and between Clackamas, Hood River and Wasco Counties, hereinafter referred to as a “County” or collectively the “Counties.” This Agreement is effective upon execution by each of the Counties.

WITNESSETH:

1. Pursuant to ORS 285B.230 through 285B.269, the Oregon Economic and Community Development Department designated Clackamas, Hood River and Wasco Counties as a region with the purpose of developing and implementing a *Regional Strategy* including a *Rural Action Plan*.

2. The Counties created the Mt Hood Economic Alliance (the “Alliance”) by means of an intergovernmental agreement effective January 1, 2004.

3. The Counties created another intergovernmental agreement (the “2005 IGA”) pursuant to ORS 190.010(5) to replace the informal structure previously created and formally create an intergovernmental entity. The intergovernmental entity created in the 2005 IGA continued to be known as the Mt Hood Economic Alliance.

4. The Counties desire to update the 2005 IGA to reflect current practices and procedures of the Alliance by executing a new intergovernmental agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by Clackamas, Hood River and Wasco Counties as follows:

I. Purpose

The purpose of the Mt Hood Economic Alliance (“Alliance”) is to provide gap financing loans for local businesses that create and retain jobs and leverage additional investment for the three Counties. The Alliance shall act as the administrative and fiscal entity for the management of its revolving loan fund within the region.

II. Governance

A. The Alliance shall be governed through a Board of Directors (“Board”) as follows:

1. The Board shall be composed of twelve members. Hood River and Wasco Counties shall each appoint three (3) people. Clackamas County shall authorize the Clackamas County representatives on the Alliance Board to appoint six (6) people on Clackamas County’s behalf. Each County, or the Alliance Board for Clackamas County, shall undertake their best efforts to select appointees that represent the private business sector, rural interests, and local government. Each member's term shall last two (2) years. In the event of a vacancy on the Alliance Board, the appointing County shall fill the vacancy within sixty (60) days.
2. The Regional Development Officer for Business Oregon shall serve as an alternate on the Board.

3. The Board may adopt bylaws for its operations. The bylaws shall only be amended by affirmative vote of the majority of the total members of the Board, and must include at least one representative from each of the three counties to be effective.

4. The Board shall be subject to the requirements of applicable 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.

5. The Alliance shall meet regularly as determined by the Board. 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 Board shall perform the following services for the Alliance:

1. Determine the policies for awarding revolving loan funds.
2. Approve funding for loan clients, Alliance activities, contracts, and amendments to the same.
3. Serve as the administrative and fiscal entity for the Alliance's Revolving Loan Fund program.
4. Market the revolving loan funds in the region.
5. Ensure these following actions are completed by the Board or a contractor as is appropriate:
 - A. Draft application forms and review applications from potential recipients of revolving loan funds.
 - B. Draft appropriate documents to evidence awards from revolving loan funds. Provide for legal review of documents.
 - C. Monitor recipients of revolving loan funds for compliance with contract terms.
 - D. File and record documents as required.
 - E. Disburse loan funds to recipients in accordance with the contracts.
 - F. Prepare reports for the Alliance as requested.
 - G. Serve as the public relations contact for the Alliance and market the revolving loan funds in the region.
6. Determine what action to take if a recipient of revolving loan funds defaults in its obligations. Pursue such actions.

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

1. Enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.
2. Adopt budgets for utilizing revolving loan 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 Alliance Board or bind the full Alliance Board without prior approval regarding a specific action, and must report all of their actions to the next meeting of the Alliance Board.

5. Comply with applicable Oregon law.

D. Debts, liabilities and obligations of the Alliance 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. The parties may, upon mutual consent, agree to binding arbitration with the Arbitration Service of Portland, Inc.

IV. Termination

A. The Agreement shall continue until all parties mutually agree in writing to terminate it, or Wasco County, Hood River County, or Clackamas County provides sixty-days written notice to the other two Counties requesting withdrawal from the Agreement.

B. If any County terminates their participation in this agreement, the other two Counties agree to make a good faith effort to accomplish the goals and purposes of providing gap financing loans for local businesses that create and retain jobs and leverage additional investment for the remaining Counties.

C. Upon termination, the Alliance shall return all funds and all assets purchased with revolving loan funds to the Counties. Each County shall be entitled to a share of the Funds based on the pro-rated share of its contribution to the revolving loan funds. Any assets purchased with revolving loan funds shall be valued at their fair market value upon termination and divided-per pro-rated share among the Counties. In the event of a dispute between the Counties as to the division of the assets of the Alliance, they shall be sold, and the net proceeds, after subtracting the cost of sale, shall be divided per pro-rated share among the Counties. Any sale or disposition of the Alliance's assets shall be in accordance with Oregon laws.

D. Upon termination, the outstanding indebtedness, liabilities or continuing contractual obligations shall be divided per pro-rated share among the Counties.

V. The 2005 IGA

Upon the effective date of this Agreement, the 2005 IGA is hereby terminated and replaced with this Agreement.

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 Alliance Board 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 Alliance Board and kept accessible for a minimum of 3 years, except as required longer by law, following termination of this agreement, 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:

Clackamas County:
2051 Kaen Rd
Oregon City, OR 97045

Hood River County:
601 State Street
Hood River, OR 97031

Wasco County:
511 Washington St, Ste 101
The Dalles, OR 97058-2237

D. 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.

F. 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.

G. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS Chapter 30.

H. 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.

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

J. 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 ALL THREE 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, AGREEMENT, 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.

Hood River County
Board of Commissioners

Wasco County
Board of Commissioners

Clackamas County
Board of Commissioners

Jennifer Euwer, Chair

Steven Kramer, Chair

Tootie Smith, Chair

Ed Weathers, Commissioner

Scott Hege, Commissioner

Ben West, Commissioner

Les Perkins, Commissioner

Phil Brady, Commissioner

Paul Savas, Commissioner

Leti V. Moretti, Commissioner

Martha Schrader, Commissioner

Arthur Babtiz, Commissioner

Mark Shull, Commissioner

APPROVED AS TO FORM:

APPROVED AS TO FORM

Wasco County Counsel



Clackamas County Counsel

Date:

Date: 06/05/2023

Hood River County
Board of Commissioners

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Jennifer Ewyer
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Jennifer Ewyer, Chair

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Ed Weathers
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Ed Weathers, Commissioner

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Les Perkins
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Les Perkins, Commissioner

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Leticia Moretti
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Leticia Moretti, Commissioner

DocuSigned by:
Arthur Babtiz
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Arthur Babtiz, Commissioner

Wasco County
Board of Commissioners

Steven Kramer, Chair

Scott Hege, Commissioner

Phil Brady, Commissioner

APPROVED AS TO FORM:

Wasco County Counsel

Date:

Clackamas County
Board of Commissioners

Tootie Smith, Chair

Ben West, Commissioner

Paul Savas, Commissioner

Martha Schrader, Commissioner

Mark Shull, Commissioner

APPROVED AS TO FORM

Clackamas County Counsel

Date:

Approved May 15, 2023

Hood River County
Board of Commissioners

Jennifer Euwer, Chair

Ed Weathers, Commissioner

Les Perkins, Commissioner

Leti V. Moretti, Commissioner

Arthur Babtiz, Commissioner

APPROVED AS TO FORM:


Hood River County Counsel

Date:

Wasco County
Board of Commissioners



Steven D. Kramer, Chair



Scott C. Hege, Commissioner



Philip L. Brady, Commissioner

APPROVED AS TO FORM:



Wasco County Counsel

Date: 4.19.2023

Clackamas County
Board of Commissioners

Tootie Smith, Chair

Ben West, Commissioner

Paul Savas, Commissioner

Martha Schrader, Commissioner

Mark Shull, Commissioner

APPROVED AS TO FORM

Clackamas County Counsel

Date: