

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter an Ordinance Adopting the Chemeketa)
Area Regional Transportation System (CARTS))
Agreement and Charter; Ratifying the Creation of) ORDINANCE 704
CARTS as an ORS Chapter 190 Entity; Effective)
December 13, 2001.)

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON ("the Board") sat for the transaction of county business in formal session on September 13, 2001, Commissioners Thomas E.E. Bunn, Robert Johnstone, and Leslie Lewis being present.

THE YAMHILL COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1. Intent. To facilitate the purposes set forth in ORS Chapter 267 and to facilitate coordination of regional transportation with other units of local government under ORS Chapter 190, it is the intent of the Board to create, together with other units of local government, an intergovernmental entity to be known as the Chemeketa Area Regional Transportation System, pursuant to an intergovernmental agreement under ORS 190.003 through 190.110.

Section 2. Effective Date of Agreement. The intergovernmental agreement will be effective upon the effective date of the ordinance of the third unit of local government approving the Chemeketa Area Regional Transportation System intergovernmental agreement.

Section 3. Purpose. The Chemeketa Area Regional Transportation System is created to be responsible for centralized and coordinated planning of a regional transportation system and to facilitate the provision of coordinated regional transportation within the jurisdictions of the parties to the intergovernmental agreement.

Section 4. Powers, Duties, and Functions. Upon execution of the Chemeketa Area Regional Transportation System intergovernmental agreement, the Chemeketa Area Regional Transportation System entity will possess the powers, duties and functions of its members relating to regional transportation as more particularly described in the Chemeketa Area Regional Transportation System Agreement and Charter, which is attached hereto as Exhibit "A" and incorporated by reference herein, and will have the authority to make, adopt, and amend bylaws and to exercise other incidental and ancillary powers in furtherance of the foregoing.

Section 5. Effective Date. The first reading of this Ordinance was made August 9, 2001. The second reading was made August 23, 2001. The final vote on approval of this Ordinance was made September 13, 2001. In accordance with ORS 203.045(9), this Ordinance shall be effective December 13, 2001.

AYES: Commissioners Johnstone and Lewis.

NAYS: Commissioner Bunn.

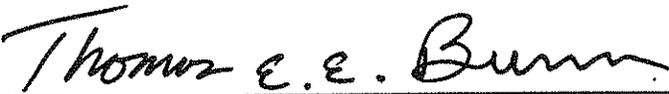
DONE at McMinnville, Oregon on September 13, 2001.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS


CHARLES STERN
County Clerk

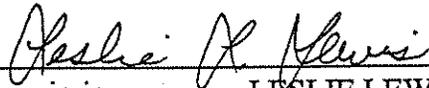
By: 
Deputy KELLYVE FETTERS


Chairman THOMAS E. E. BUNN


Commissioner ROBERT JOHNSTONE

FORM APPROVED BY:


JOHN M. GRAY, JR.
Yamhill County Counsel


Commissioner LESLIE LEWIS

*Attachment to
ORD 704*

**CHEMEKETA AREA REGIONAL
TRANSPORTATION SYSTEM AGREEMENT
AND CHARTER**

This Agreement made and entered into this 1st day of August, 2001, by and between Marion County, Polk County, Yamhill County, and the Salem Area Mass Transit District.

I PREAMBLE

Oregon's Mid-Willamette Valley Region, including Marion, Polk and Yamhill Counties, is faced with numerous public transportation problems resulting from rapid changes in population and economy. These problems will increase in complexity and intensity as the population further ages and changes. The goal of this ORS 190 Agreement is to work collaboratively with private and public transportation service providers, users, and funding agencies to create a regionally coordinated transportation system that recognizes the value of an alternative transportation system and increases transportation choices. While the needs of all of the region's citizens are to be considered the focus shall be first on the transportation disadvantaged.

The Chemeketa Area Regional Transportation System [CARTS] will continue a process initiated by the Marion and Polk County STF Committee that drafted the Regional Transportation Enhancement Plan [RTEP]. The sole purpose of this agreement is to create a regionally coordinated transportation system that recognizes each community should have the autonomy to operate its own system and set priorities different from that of the region. It is intended to assure private service providers equitable market access and to reflect the idea of capturing the best of local independence and private enterprise supported by regional coordination.

CARTS will not levy taxes.

Accordingly, the undersigned join in a voluntary cooperation, and make this agreement.

II AUTHORITY

This agreement is established under the authority of ORS 190.010, which authorizes local governments to form intergovernmental entities that are public bodies of the State of Oregon. The liability of the parties to this agreement for the debts, liabilities and obligations arising under or relating to the functions and activities contemplated by this agreement shall be joint and not several; only joint assets shall be subject to the satisfaction of such debts, liabilities and obligations.

B.O. #01-729

III DEFINITIONS

1. "Agreement" shall mean, The Chemeketa Area Regional Transportation System Agreement and Charter.
2. "Executive Council" shall mean the governing body provided for under Article VII of this agreement.
3. "Lay Citizen" shall mean any person a resident of the Region who is not an elected official of a Member; is not an employee of a Member; or is not an employee or owner of a Public Transportation service provider.
4. "Members" shall mean all signatory parties to this agreement.
5. "Provider" shall mean any individual, public or private corporation, political subdivision, governmental agency, municipality, partnership, association, firm, or any other legal entity whatever who engages in providing Public Transportation services.
6. "Public Transportation" shall mean all surface transportation systems open to the general public, carpools, senior or disabled van services and publicly funded client based services.
7. "Region" shall mean those geographic areas contained within the legal boundaries of the Members.
8. "Regional Advisory Committee" shall mean that standing committee provided for under Article XI of this agreement.
9. "Service Agent" shall mean a Chapter 190 agency or local government entity(ies) designated by the Executive Council to provide the Chemeketa Area Regional Transportation System staffing, receipt and disbursement of funds and fiscal services, accounting services, purchasing, contracting, and other support services as may from time to time expressly be required.

IV NATURE OF AGREEMENT

1. This agreement will facilitate the provision of convenient, accessible public transportation and maintain high service standards by being coordinated, multimodal, affordable, inclusive of both public and private providers and linked by an information system.
2. The members seek to attain the maximum degree of intergovernmental coordination possible in order to maintain and/or improve public transportation services, eliminate duplication, leverage funding, allow for flexibility based on local community strengths and needs, and target services to the transportation disadvantaged.

3. The members recognize the need to inform each other of proposals, plans, developments and operations of public transportation significance. Members will bring these to the attention of the Regional Advisory Committee.

V FUNCTIONS

The Executive Council's primary functions shall be:

1. To facilitate, manage or engage in Mobility Services Coordination to include but not be limited to the brokerage of regional senior, disabled and other public transportation, fixed and deviated fixed route services, non emergency medical transport, client and agency group rides, and to coordinate these services with other modes of transportation.
2. To facilitate, manage or engage in Regional Resource Coordination to include but not be limited to which means pooling of vehicles, insurance, maintenance, and training; contract management; capital purchasing; coordination of federal and state assurances; and fiscal management.
3. To serve as the Information Service Provider include data collection and management, central customer information services, and transportation service provider information services all in harmony with the National Intelligent Transportation System [ITS].
4. To engage in Regional Planning to include data archiving and analysis, planning local and regional connectivity, maintaining a coordinated regional public transportation plan that supports and is supported by local, regional and state planning.
5. To provide for continuous Public Involvement through the Regional Advisory Committee, sub-regional and special committees.
6. To identify all sources of possible funding and other resource options, particularly when such resources can be leveraged by coordinated and or regional action.
7. To, on request of a Governing Body as defined in ORS 391.800 through 391.830, receive and disperse Special Transportation Funds for the Elderly and Disabled.

VI POWERS

The Executive Council shall have the power:

1. To enter into agreements with the United States of America, Indian Tribal Governments, the State of Oregon or any subdivision or agency or any municipal corporation for the purpose of obtaining financial aid or participation in attaining the objectives and purposes of the Agreement.
2. To enter into contractual relationships with private agencies or firms for terms not exceeding five years.

3. To adopt a budget indicating the expenditures of the Executive Council.
4. To designate a service agent(s), for such services as are required by the Executive Council.
5. To exercise any and all powers and functions authorized by law for an intergovernmental entity, including the powers conferred by ORS 190.080.
6. To appoint a committee to serve as a Special Transportation Fund [STF] Advisory Committee within the meaning of ORS Chapter 391, for funds entrusted to CARTS by agreement with member government(s), but only if, and to the extent, a Member having the legal authority to do so expressly delegates its statutory functions under ORS Chapter 391 to CARTS.
7. To appoint advisory sub-committees to assist it in carrying out its functions and duties.

Such other powers as are necessary to enable the Executive Council to carry out its functions and duties as are implied by this Agreement.

VII EXECUTIVE COUNCIL MEMBERSHIP

1. The membership on the Executive Council shall consist of one representative from the governing body of each signatory to this Agreement that has adopted an ordinance or other legislative act ratifying its participation.
2. If an Executive Council member is unable to participate in an Executive Council meeting, any other elected or management employee from the Member government may be designated by the absent Executive Council member to temporarily serve as an Executive Council member for the scheduled meeting, and such designated individual shall have the same rights to participate and vote as a member of the Executive Council.

VIII MEMBERSHIP

1. The entities executing this Agreement and Charter shall be the initial Members.
2. Qualified new members shall be admitted upon adoption by the new member of an ordinance or other legislative act ratifying its participation, and upon signature to this agreement.
3. Qualified new members must receive written approval to join, by more than 50% of the then existing members.
4. A new member shall not be qualified unless it is a unit of local government or an American Indian tribe authorized to enter into agreements under ORS Chapter 190.

IX EXECUTIVE COUNCIL MEETINGS

The Executive Council shall meet at times set by the Council and at other times as its Chair may direct. All meetings of the Executive Council are open Public Meetings within the intent of ORS 192.610 to 192.690. Minutes of all meetings shall be recorded and maintained.

X EXECUTIVE COUNCIL PROCEDURES AND VOTING

1. The Executive Council shall elect a chair and vice chair.
2. Decisions of the Executive Council may be made by consensus unless a vote is required by law. If a vote is required, each member shall have one (1) vote. A majority vote shall be required.
3. The duties of the Executive Council's officers shall be as follows and such other duties as the Council shall direct:
 - a. Chair
 - (1) To call meetings of the Executive Council.
 - (2) To chair meetings of the Executive Council.
 - b. Vice Chair
 - (1) To chair the Executive Council in the absence of the Chair.
 - (2) To call a meeting of the Executive Council should the Chair be unavailable.

XI THE REGIONAL ADVISORY COMMITTEE

1. There is hereby established a Regional Advisory Committee. The primary function of the Regional Advisory Committee shall be:
 - To initiate or review proposals for new programs or changes in existing programs and prepare recommendations for consideration by the Executive Committee.
 - To provide advice as requested by the Executive Council.
2. Membership on the Regional Advisory Committee, shall consist of a minimum of eleven members with two members from each of the following geographic sub-regions:
 - A. Yamhill County
 - B. Polk County, outside of the Salem Area Mass Transit District Boundary
 - C. Marion County, outside of the Salem Area Mass Transit District Boundary and north of the North Santiam River Basin.
 - D. North Santiam River Basin Area.
 - E. Salem-Keizer Urban Area defined as the Salem Area Mass Transit District.

And, one member appointed from a standing committee of private and Non-profit regional public transportation service providers.

3. Appointments to the Regional Advisory Committee for sub-regions A through D shall be made by the respective County Boards of Commissioners for each of the above areas unless a separate ORS 190 representative organization exists from which the appointments shall be made. The Salem Area Mass Transit District Board shall make appointments to the Regional Advisory Committee for Sub-region E. Membership shall consist of a minimum of 51% persons who are Lay Citizens.
4. The Regional Advisory Committee shall elect a chair and vice-chair from its membership. It shall meet on call of the Chair of the Committee, Chair of the Executive Council, or the Manager. The Regional Advisory Committee shall operate in accordance with adopted by-laws prepared by the Committee and approved by the Executive Council. All meetings of the Regional Advisory Committee are open Public Meetings within the intent of ORS 192.610 to 192.690.

XII BUDGET

CARTS will comply with the local budget law, ORS 294.305 et seq. It is anticipated that CARTS will only have expenses that are fully funded by grants or other sources of funding; it is not anticipated that CARTS will require contributions from the general fund of any Member, nor shall any Member be required to contribute general fund monies to CARTS. However, during the initial 24 months after the effective date of this Agreement, Salem Area Mass Transit District may make limited contributions from its general fund.

It is not anticipated that CARTS will have any income or revenues that are not dedicated by law to a particular project or program. In the event, however, that CARTS does have unrestricted income or revenue, such unrestricted income and revenue will be paid to those Members making general fund contributions to CARTS, in proportion to their respective contributions from general funds, until the contributions of general funds from Members have been repaid in full. Thereafter, any unrestricted income and revenue will be paid to the Members in equal shares.

XIII DURATION AND TERMINATION

This Agreement shall become effective upon approval of any three governing bodies and remain in full force and the Executive Council shall not be dissolved unless by passage of an ordinance or other legislative act by a majority of the signatories stating their desire for termination. In any case the Executive Council shall within 24 months of the effective date of this agreement initiate a formal process of review and make findings as to the need for changes in this agreement or the appropriateness of terminating the agreement. Such termination shall not become effective until such time as any contracts or other legal obligations to which the Executive Council is a part have been fully performed or are no longer in effect. In the event of such termination, any assets on hand shall be distributed proportionately to the Member Governments on the basis of their respective contributions. If following termination, and after payment of all expenses and

obligations of CARTS, there remains any unrestricted assets or funds, the unrestricted assets and funds shall be paid the Members in the same manner and in the same order of precedence as provided for in Article XII in the case of unrestricted income and revenues.

A Member may withdraw at any time upon the expiration of 30 days prior written notice to all other Members; provided, however, an initial Member may not withdraw within the first 24 months following the effective date of this Agreement except following the expiration of 120 days prior written notice to all other Members. A Member that withdraws will continue to have the right to be paid, in accordance with Articles XII and XIII, for general fund contributions made by that Member. Following withdrawal of a Member, CARTS shall no longer have any power, rights, or duties that are vested by law in the Member that has withdrawn from CARTS.

XIV AMENDMENTS

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

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

**MARION COUNTY
BOARD OF COMMISSIONERS**

[Signature]
[Signature]
[Signature]

Approved as to form: Alvin M. Poy 8-8-01

**POLK COUNTY
BOARD OF COMMISSIONERS**

[Signature] 8-1-01
Ron Dodge, Chair Date

[Signature] 8-1-01
Mike Propes, Commissioner Date

[Signature] 8-1-01
Tom Ritchey, Commissioner Date

Approved as to form:
[Signature]
David Doyle
County Counsel

**YAMHILL COUNTY
BOARD OF COMMISSIONERS**

not available
[Signature]

[Signature]
Approved as to form: _____

**SALEM AREA
MASS TRANSIT DISTRICT**

[Signature]
Approved as to form: _____

**SALEM AREA
MASS TRANSIT DISTRICT**

[Signature]
Approved as to form: [Signature]