

CHARTER AND AGREEMENT  
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Marion County Courthouse  
Salem, Oregon

Ratified by Participating Governments  
July, 1967

## CHARTER AND AGREEMENT

### MID--WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

This Charter and Agreement is made and entered into this 25th day of July, 1967, by and between State of Oregon, Executive Department, Marion County, Polk County, City of Salem, and Marion County School District 24J.

#### I CITATION

The Mid-Willamette Valley of Oregon is faced with numerous problems resulting from rapid urbanization, problems of health, education, safety, economics, transportation, recreation, culture, community appearance and well being which will increase in complexity and intensity as the urban population increases, and in order that the solution of these problems may be prepared or planned through a rational democratic process, it seems fitting that the several principally affected governmental units join together in voluntary cooperation and for this purpose they do make this Charter and Agreement.

#### II AUTHORITY

This Charter and Agreement is established under the authority of the following Oregon Statutes:

ORS 190.010 which authorizes local governments to make agreements for the performance of functions jointly or for one another.

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

ORS 190.110 which authorizes public corporations, political subdivisions, and state agencies to cooperate.

ORS 190.210 and ORS 190.220 which assigns to the executive department of the State of Oregon the responsibility and authority for maintaining liaison with local governmental agencies which provide services to state agencies and for participation in the development and coordination of plans for activities and services which are supported or utilized by state agencies and which are formulated by tax supported governmental agencies.

#### III DEFINITIONS

1. "Charter and Agreement" shall mean the Charter and Agreement of the Mid-Willamette Valley Council of Governments by which this document is titled.

2. "Council" or "Council of Governments" shall mean the Mid-Willamette Valley Council of Governments established by this Charter and Agreement.

3. "Intergovernmental Cooperation" shall mean the coordination of public functions and programs between two or more governmental units through formal and informal arrangements which are voluntarily operated within contemporary political structures.

4. "Mid-Willamette Valley" shall mean the area within Marion and Polk counties.

5. "Member government" shall mean a government which is a party to this Charter and Agreement or which becomes a member as provided in Section VII.

6. "Signatory member" shall mean a government represented by the signers of this Charter and Agreement.

#### IV NATURE OF AGREEMENT

1. The parties to this Charter and Agreement hereby recognize the need to inform each other of proposals, plans, developments and operations of significance and which have regional impact and hereby agree to bring all such proposals, plans, developments, and operations to the attention of the Council for its consideration, and for its study and recommendation as the Council may deem desirable.

Examples of matters to be brought before the Council are as follows:

-Major annexations of territories to or merger or consolidation of cities, special districts, county service districts, domestic water supply districts, or other municipalities.

-The formation of a municipality, service district, county service district, domestic water supply corporation.

-Referenda for authority to tax or incur indebtedness.

-Significant changes in fiscal policies.

-Significant capital improvements.

-Significant changes in administrative operations such as the implementation of data processing systems, changes of purchasing procedures and warehousing, changes in personnel policies, adjustments in levels of service.

2. This organization is based on the principle of the sovereign equality of all its members within the Council.

3. The parties to this Charter and Agreement recognize that the well being of each of the constituent political jurisdictions is dependent upon the sound growth and development of the entire Mid-Willamette Valley.

4. Nothing contained in this Charter and Agreement shall authorize the Council to intervene in matters which are essentially within the domestic jurisdiction of any member without its consent.

5. This Charter and Agreement and all actions of the Council shall be within the frame-work of the laws of the State of Oregon and its subdivisions.

6. The actions of any committee or group authorized by this Charter and Agreement are of an advisory nature and not binding on any member of the Council without the member's approval.

7. All members, in order to insure to each of them the rights and benefits resulting from membership, shall fulfill in good faith the obligations assumed by them in accordance with this Charter and Agreement.

#### V PURPOSE

The purposes of this Charter and Agreement are:

1. To enable the elected officials of the member governments to jointly identify issues and needs which are regional in scope, achieve concurrence for cooperative actions, plan, approve, and recommend governmental action in areas of intergovernmental concern, which areas shall include but not be limited to the following: public health, safety and welfare, transportation, parks and recreation, water and sewage facilities, education, planning, and auxiliary services related to such areas of concern.

2. To attain the greatest degree of intergovernmental cooperation possible in the Mid-Willamette Valley in order to foresee and prevent the problems created by urban growth and change in this region.

3. To develop among the several governmental units the ultimate in communication and understanding while affecting cooperation and coordination of services, programs, and facilities.

4. To assure through cooperation and the pooling of common resources maximum efficiency and economy in governmental operations which will provide every citizen with the utmost value for every tax dollar.

5. To utilize the various tools of intergovernmental cooperation; such as joint enterprises, mutual aid, parallel action, and contractual services on a voluntary basis through formal and informal agreements.

## VI ESTABLISHMENT

The Mid-Willamette Valley Council of Governments as prescribed in this Charter and Agreement is hereby established and this Agreement supersedes the Mid-Willamette Valley of Oregon Compact of Voluntary Intergovernmental Cooperation adopted December 23, 1959 and the Agreement which established the Mid-Willamette Valley Planning Council adopted by the City of Salem, Marion County, Polk County, and Marion County School District 24J, July 26, 1957, which compact and agreement shall be terminated by the mutual consent of the parties upon the adoption of this Charter and Agreement. The Council established by this Charter and Agreement shall assume all obligations, functions, and authority heretofore vested in or assumed by the Mid-Willamette Valley Council of Governments established by the Compact and the Mid-Willamette Valley Planning Council.

## VII MEMBERSHIP

1. The voting membership of the Council shall consist of the representatives of the signatory members and any incorporated city, special service district, domestic water supply district, or other municipality in Marion County or Polk County which may become a member.

A city may become a member by:

- (a) Entering into this Charter and Agreement, and
- (b) Providing a portion of the finances necessary to defray the expenses of the Council as provided in Section XIV of this Charter and Agreement, which portion shall be at least \$100 per year.

A special service district, domestic water supply district, or other municipality may become a member by:

- (a) Entering into this Charter and Agreement, and
- (b) Providing a portion of the finances necessary to defray the expenses of the Council as provided in Section XIV of this Charter and Agreement, which portion shall be at least \$100 per year, and
- (c) Receiving the consent of a majority of the Council members.

2. The signatory member representatives on the Council shall consist of: Governor of State of Oregon or his designated representative, the Mayor of the City of Salem, the Chairman of the Marion County Board of Commissioners, the Chairman of the Polk County Board of Commissioners, and the Chairman of School District 24J Board. Each city member shall be represented by its mayor. A member government representative may designate an alternate to attend the Council meetings in his absence. Such alternate shall be a voting alternate.



3. The following shall be exofficio non-voting members of the Council: the members of the City of Salem Common Council, the Marion County Board of Commissioners, the Polk County Board of Commissioners, the members of the Marion County School District 24J Board, the members of the governing bodies of any other city government represented on the Council, the chairmen of the county and city Planning Commissions appointed by the member governments, and each State Senator and each State Representative representing a district lying in whole or in part, within Marion County and/or Polk County.

#### VIII MEETINGS

1. The Council shall meet monthly at times to be set by the Council and at such other times as the Council may desire. Exofficio members shall be notified of all meetings.

2. Each January the Council shall call a general meeting at which meeting the Council shall review the status of the region with respect to all regional matters with which it is concerned.

#### IX PROCEDURES AND VOTING

1. The Council shall elect a chairman, vice chairman, and such other officers as it may desire.

2. Each voting member of the Council shall have one vote.

3. Decisions of the Council on procedures to be followed by the Council with regard to the conduct of its business shall be made by an affirmative majority vote.

4. Decisions of the Council which involve recommendations for planning studies or the implementation of plans or which involve agreements between member governments shall require a majority vote, including an affirmative vote by the members who represent the affected government or governments.

5. Decisions of the Council which involve recommendations for expenditure of funds or which involve financial agreement between two or more member governments shall require a majority vote, including an affirmative vote by the members who represent the affected government or governments.

#### X FUNCTIONS AND DUTIES

The Council shall have the following functions and duties:

1. To initiate, conduct, or cause to be conducted, studies of regional problems.

2. To prepare and adopt comprehensive plans and programs pertaining to all regional governmental functions which the member governments are empowered to perform and to prepare and adopt plans and programs prescribing the governmental and organizational devices for conducting said governmental functions.

3. To recommend, for purposes of solving or alleviating regional problems, action by public and private agencies.

4. To render advice and technical assistance to public and private agencies.

5. To promulgate resolutions, ordinances, codes, laws, and regulations for submission to the member governments for their approval and adoption.

#### XI POWERS

The Council shall have the power:

1. To enter into agreements with the United States of America, State of Oregon or any subdivision or agency of either or any municipal corporation for the purpose of obtaining financial aid or other participation in attaining the objectives and purposes of the Council.

2. To enter into contractual relationships with private agencies or firms for terms not to exceed five years.

3. To establish an office and sub-offices as needed.

4. To adopt a budget indicating the expenditures of the Council and recommending the amount of financial participation by each member government.

5. To seek and accept grants, gifts, and donations in the name of the Council, a member government, or member governments.

6. To designate a member government as fiscal agent, which agent shall provide financial, purchasing, personnel, and other auxiliary services to the Council and which shall account to the Council.

7. To make, adopt and amend by-laws consistent with this Charter and Agreement.

8. To appoint executive staff and assign duties, responsibilities and authority.

9. To appoint advisory committees to assist in carrying out its functions and duties.

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

### XIII PERMANENT COMMITTEES

1. There is hereby established a Governmental Coordinating Committee which shall consist of the chief administrative officials of the member governments. In the absence of a chief administrative official the governing body of the member government shall designate the Committee member. The Committee shall elect a chairman and a vice-chairman from its membership.

The functions of the Governmental Coordinating Committee shall be:

To study and advise the Council and staff on regional governmental functions of mutual concern which have been referred by the Council or identified by the Committee.

To assist the staff in the coordination of governmental activities.

To recommend budgets, staff organization and other administrative matters to the Council.

2. There is hereby established a Comprehensive Planning Committee which shall consist of the following members or their designated alternates: the chairmen of the planning commissions of Marion County, Polk County, and the City of Salem, a representative of the State of Oregon appointed by the Governor, a representative of the State Highway Commission, appointed by the Commission, the Director of Public Works of Marion County, the Polk County Engineer, the Director of Public Works of the City of Salem, the Director of Utilities of the City of Salem, the Director of the Mid-Willamette Valley Parks Agency, the Planning Director, the Superintendent of School District 24J and such other members or their designated alternates as the Council may appoint.

The Committee shall elect a chairman and vice-chairman from its membership. The Planning Director or his designate shall be committee secretary.

The functions of the Committee shall be, on direction from the Council.

1. To formulate and recommend regional goals and objectives.

2. To recommend regional comprehensive plans for land use, transportation, community facilities, utilities, and services.

3. To recommend a regional capital improvement program.



4. To recommend uniform codes and ordinances.

5. To assist the Council staff in the formulation of regional plans by providing information and other technical assistance as authorized by the respective governments or its members.

And also: To study regional problems which have been identified by the Council and brought to the attention of the Council or referred to the Governmental Coordinating Committee.

#### XIII. STAFF

The Council and all councils, boards, commissions and committees established by this Charter and Agreement or by action of the Council shall be served by the staffs which have heretofore served the Mid-Willamette Valley Council of Governments and the Mid-Willamette Valley Planning Council and such additional staff as the Council shall authorize and the Council member governments shall financially support.

#### XIV. EXPENSES

The expenses of the Council shall be shared and defrayed by the governments represented by its members in proportion and relation to the benefits derived by each government. Prior to the approval of their individual government's budgets by the governing bodies of the member governments, the Council shall recommend and the governing bodies shall approve a Council budget for the ensuing fiscal period. Each local government member shall appropriate in its budget and contribute its share of the expenses of the Council in accordance with the budget approved by the Council to the extent that revenues are available therefore insofar as each government member is concerned. And, provided further, that School District 24J Marion County's contribution shall be limited to a sum not to exceed \$6,365.00.

#### XV. DURATION AND TERMINATION

This Charter and Agreement shall continue and remain in full force and the Council shall not be dissolved unless by a majority vote of the entities constituting the participating members provided, however, that any such dissolution shall not become effective until such time as any contracts to which the Council is a party have been fully performed or are no longer in effect. In the event of such dissolution all assets on hand shall be distributed to the member governments in proportion to their contributions for the purchase of such assets.

Any member government may withdraw as a participating member in the Council under this Charter and Agreement at the termination of the fiscal year by notifying each member at least six months prior to the end of the fiscal year of its intentions to so withdraw.

In the event of withdrawal by a member government the Council shall determine the portion of the Council's assets, if any, to which the withdrawing government shall be entitled. Any indebtedness incurred by the Council on behalf of a government which is withdrawing shall remain an obligation of that government provided that such indebtedness received the affirmative vote of the government on behalf of which the indebtedness was incurred at the time the obligation was incurred, and is evidenced by a written agreement or memorandum.

By at least two thirds majority vote of the Council a delinquent government's membership in the Council may be terminated and thereby all rights and benefits accrued by virtue of participation in the Council shall be forfeited. A member government may be declared delinquent by the Council at the expiration of sixty days following the due date for payments agreed upon.

#### XVI AMENDMENTS

This Charter and Agreement may be amended by unanimous vote of the member governments.

IN WITNESS WHEREOF, the parties to this Charter and Agreement have caused these articles to be subscribed by their authorized officer or representative on this 25th day of July, 1967.

#### MARION COUNTY OREGON

By and Through Its  
Board of Commissioners

By *D. M. McCarthy*  
Chairman,  
Board of County Commissioners

By *Harry Carson Jr.*  
County Commissioner

By *Henry E. Mattson*  
County Commissioner

#### POLK COUNTY OREGON

By and Through Its  
Board of Commissioners

By *H. B. Widdbrand*  
Chairman,  
Board of County Commissioners

By *Clifford R. Jones*  
County Commissioner

By *Clinton H. Jones*  
County Commissioner

#### CITY OF SALEM

By and Through Its  
Common Council

By *Vern H. Miller*  
Mayor

By *Ray A. Marsh*  
Recorder

#### MARION COUNTY SCHOOL DISTRICT 24J

By and Through Its  
School Board

By *A. T. King m.d.*  
Chairman of the Board

By *C. C. Ward*  
Clerk

#### STATE OF OREGON

By *Tom McCall*  
Governor

By *Clay Myers*  
Secretary of State

