

RESOLUTION NO. 332

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTER-  
GOVERNMENTAL COOPERATION AGREEMENT TO FORM A JOINT  
COMMISSION WITH OTHER UNITS OF LOCAL GOVERNMENT TO  
COORDINATE THE DEVELOPMENT OF A CABLE COMMUNICATIONS  
SYSTEM: AND TO SELECT COMMISSION MEMBERS.

WHEREAS, It has been determined that it is in the public interest that the City of Troutdale enter into an intergovernmental cooperation agreement with other interested units of local government for the purposes related to the development and regulation of a cable communications system that are stated in said agreement, a copy of which is attached hereto, marked "Exhibit A", and incorporated by reference herein; and

WHEREAS, It is necessary to appoint the City of Troutdale's representative(s) to the Board of Commissioners; NOW THEREFORE,

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

SECTION 1:

The City of Troutdale hereby agrees to enter into the intergovernmental cooperation agreement (hereafter Agreement) as set forth in Exhibit A, attached hereto and incorporated herein, and further authorizes Mayor to execute the Agreement on behalf of the City of Troutdale.

SECTION 2:

The City of Troutdale hereby appoints Mayor Robert M. Sturges to the Board of Commissioners of the Metropolitan Area Communications Commission (hereafter Commission), established by the terms of the Agreement, and appoints William C. Bivin as Alternative Commission, who may attend all meetings and shall act in the capacity of the Commissioner in his absence.


SECTION 3:

A certified copy of this resolution, together with one original of the duly executed intergovernmental cooperation agreement shall be forwarded immediately to the Mayor of Beaverton, Oregon, 4950 S.W. Hall Boulevard, Beaverton, Oregon, 97005, who is coordinating the process.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 1st  
DAY OF April, 1980.

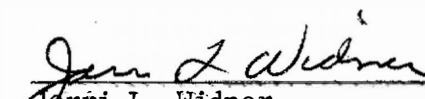
YEAS: 6

NAYS: 0



Robert M. Sturges, Mayor

ATTEST:

  
Jerri L. Widner  
Finance Director/City Recorder

INTERGOVERNMENTAL COOPERATION AGREEMENT  
METROPOLITAN AREA COMMUNICATIONS COMMISSION

THIS AGREEMENT, made and entered into the below set forth date  
by and among the undersigned cities of \_\_\_\_\_

\_\_\_\_\_, all municipal  
corporations of the State of Oregon and the county(ies) of

\_\_\_\_\_, (a) county (ies)  
formed under the laws of the State of Oregon, (all parties hereafter  
referred to as "unit(s) of local government" or "Party (ies)").  
This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the  
general laws and constitution of the State of Oregon, and the laws  
and charters of the units of local government.

Section 1. General Purposes of Agreement. To form, pursuant  
to the authority set forth in ORS 190.003 through ORS 190.110 as  
well as local charters and ordinances, a joint commission,  
consisting of representatives from certain units of local  
government to carry out the following purposes:

A. To provide a common means of addressing requests from  
cable television companies to provide cable television to the  
jurisdictions of the various parties;

B. To provide for the parties or, if a particular unit of  
local government prefers, assist a party in providing a Cable

Communications System that best serves the public interest and provides the maximum level of services to the public in the most efficient manner;

C. To provide an organization to study the alternatives for providing a Cable Communications System, to take specific action, or recommend to the individual governing bodies of the units of local government, a method for proceeding with the provision of such services as well as a method for providing ongoing regulation of communications activity.

D. To provide a forum for intercommunication and consultation among the parties and to provide an opportunity for a joint and cooperative sharing of the expenses, data, expertise, experiences and plans of each unit of local government; and

E. To work towards development of a uniform approach for providing a Cable Communications System and, if feasible for and agreeable to some or all of the parties, take joint or common action to provide the appropriate level of communications services to the citizens of the various jurisdictions.

Section 2. Definitions Applicable to this Agreement.

A. "Cable Communications System" or "System" means a system of antennae, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

B. "Person" means any corporation, partnership,

proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

Section 3. Commission Creation and Powers. There is hereby created a Joint Commission, to be known as the "Metropolitan Area Communications Commission" hereafter referred to as the "Commission" to carry out the specific purposes set forth in this agreement. In carrying out the purposes of this Agreement, the Commission is vested with all the powers, rights and duties relating to those functions and activities that are vested by law in each separate unit of local government, its officers and agencies, subject to specific limitations, if any, contained in this Agreement. "Law" as referred to in this section shall mean and include, the federal laws and Constitution, the applicable general laws of the State, the Oregon Constitution, as well as the charters, ordinances and other regulations of each unit of local government.

Section 4. The Board of Commissioners.

A. The Governing Body. The governing body of the Commission shall be its Board of Commissioners (hereafter referred to as the "Board"). Each unit of local government shall select one representative, and may select one alternative representative who may attend all meetings and shall act in the absence of the primary representative, to serve as its Commissioner on the Board. Each unit of local government shall have one vote on any decision made by the Board.

B. Quorum and Voting. Except as expressly provided below, scheduled meetings or work sessions may be conducted by the Board

without the requirement of a quorum and decisions on routine procedural matters may be made by a vote of a majority of those members of the Board present and voting on a matter before it. This is intended to facilitate review and work in meeting the purposes of this Agreement by proceeding without unreasonable delay, but it shall not be applicable to meetings where substantive decisionmaking is necessary. In addition to other limitations that may be contained in this Agreement, no decision concerning the below listed or like subjects shall be made by the Board, unless a quorum is present, which shall consist of a majority of the entire Board, and a majority of those present and voting agree on a matter before it:

1. Any decision creating a monetary expense to a unit of local government;

2. Any decision which would lead to or have the effect of determining the manner in which a unit of local government will provide a System for its jurisdiction;

3. Any decision which would lead to or have the effect of selecting a person or persons who would provide, by franchise or otherwise, a System or Systems for a particular unit of local government;

4. Any decision which would provide a method for apportioning any revenues received by the Commission among the parties to this Agreement;

5. Any decision on agreements or contracts for personal services or the purchase of materials for the Commission;

6. Any decision concerning the adoption or supple-

mentation of a budget, or an appropriation or an expenditure pursuant thereto; and

7. Any decision which a member of the Board present and voting at a meeting desires to have deferred and voted upon when a quorum is present.

C. Term of Office and Succession. Members of the Board shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve at the pleasure of the governing body of the unit of local government appointing them. A vacancy on the Board shall be filled by the governing body of the unit of local government whose position on the Board is vacant.

D. Ratification of Request for Proposal. If and when the Board has developed and approved a Request for Proposal document (hereafter RFP) to be used to solicit competitive bids from any person(s) interested in obtaining a franchise to provide a System for the parties, it shall forward a copy of the RFP to the governing body of each member unit of local government for their ratification and further action. Those parties desiring to proceed pursuant to this Agreement with joint or common action to provide a System for the citizens of the various jurisdictions hereby agree, and shall so state in the document ratifying the RFP, to be jointly bound and contractually committed to the other parties and any person successfully bidding for the award of a franchise. If one or more parties to this Agreement hereafter fails or refuses to be bound by the actions of the Board or takes any action which constitute an actual or implied attempt to rescind or breach this Agreement, a

majority of the members of the Board, excluding the member(s) representing the unit(s) of local government which have or may have breached this Agreement, may decide to bring a civil action in the appropriate court, to seek redress, including, but not limited to, specific performance of the Agreement or injunctive relief.

Section 5. Meetings, Bylaws and Officers.

A. Meetings of the Board shall be conducted pursuant to the Oregon Public Meetings Law.

B. Bylaws. At the organizational meeting, or as soon thereafter as it reasonably may be done, the Board shall adopt bylaws governing its procedures and including at a minimum, the following:

- 1) Whether regular meetings will be held and if so, the frequency of those meetings,
- 2) The method and manner of calling special meetings,
- 3) The method, term and manner of election of officers and appointment of staff, if any; and
- 4) The procedures for execution of writings and legal documents.

C. Officers. At the organizational meeting of a quorum of the Board, the Board shall elect from its members a president, a vice-president and a secretary-treasurer. The president, and in his absence the vice president, shall preside at all meetings, call special meetings, and determine the order of business, until such time as formal written bylaws requiring otherwise are adopted. The secretary-treasurer, or his or her designate, shall be responsible for compliance with the Oregon Public Meetings Law, including the

keeping of written minutes and the giving of notice of future meetings to the public and the Board, until contrary or superceding provisions are established in the bylaws.

Section 6. Expenses of Operation.

A. The Board shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. All books and records shall be open to inspection by any member unit of local government or its designate.

B. Upon written request, any funds of a member unit of local government advanced or contributed for the operation of the Commission or for carrying out the purposes of this Agreement shall be reimbursed from any revenues received by the Commission in a manner provided by the Board and subject to any indebtedness of the Commission.

C. Subject to the limitations set forth in Section 4 of this Agreement, the Board shall determine, prior to the Board's adoption and forwarding for governing body ratification of an RFP pursuant to Section 4D of this Agreement, a method of equitably allocating expenses and revenues among the member units of local government.

Section 7. Actions of the Governing Bodies. The governing body of a unit of local government entering into this Agreement shall adopt an authorizing resolution, in the form or substantially the same form as set forth in the sample resolution set forth in "Exhibit A", attached hereto and incorporated by reference herein, and shall forward a certified copy to the Mayor of the City of Beaverton, Oregon, 4950 S.W. Hall Boulevard, Beaverton, Oregon