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INTERGOVERNMENTAL COOPERATIVE AGREEMENT
TO AUTHORIZE AND CREATE A REGIONAL JAIL
AND JUVENILE DETENTION FACILITY

THIS AGREEMENT, made and entered into this 18th day of October, 1995, by and between GILLIAM COUNTY, HOOD RIVER COUNTY, MORROW COUNTY, SHERMAN COUNTY, WASCO COUNTY AND WHEELER COUNTY, hereinafter referred to as the "MEMBERS".

WHEREAS, ORS 190.030 to 190.620 authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographical, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, ORS 169.610 to 169.677 authorizes Counties to enter into agreements with other Counties or Cities to construct, acquire or equip and operate regional correctional facilities; and

WHEREAS, a regional jail and juvenile detention facility, constructed and operated in the five County area, would enhance the protection and well being of the citizens of the said Member Counties.

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NOW, THEREFORE, the Member Counties agree as follows:

SECTION 1. Pursuant to ORS 169.630 and 190.010(6) the Member Counties hereby establish a Regional Correctional Facility Entity for the purpose of planning for: designing, constructing, equipping and operating a regional correctional facility.

SECTION 2. The entity hereby created shall be known as Northern Oregon Corrections (NORCOR). The principal office of NORCOR shall be determined by its Executive Board.

SECTION 3. The powers of NORCOR shall be exercised by an Executive Board consisting of two (2) members from each of the participating Counties. Of the two (2) members of the Executive Board, which a Member County may appoint, one (1) member shall be a Commissioner and/or County Judge of the Member County.

SECTION 4. NORCOR shall elect its officers to serve for one (1) year terms at its annual May meeting. The officers of NORCOR shall consist of a Chairman, Vice-Chairman and Secretary.

(A) The Chairman shall be the principal officer of the NORCOR Board and shall preside at NORCOR meetings. The Chairman shall present official statements and positions of NORCOR. The Chairman's duties shall also include, but not be limited to presenting an annual report to NORCOR at its May meeting and distributing such report to the Members concerning the activities and operations of NORCOR. The Chairman shall have the right to request and require that any motion be in writing prior to formal consideration by the NORCOR Board.

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(B) In the absence, incapacity or refusal to act as the Chairman, the Vice-Chairman shall assume the powers and duties of the Chairman and preside at meetings of the NORCOR Board. The Vice-Chairman shall succeed to the office of the Chairman should that office be vacated before the end of the Chairman's term and shall assist the Chairman in the discharge of his/her duties.

(C) The Secretary shall keep the permanent record of the NORCOR Board's proceedings, including a journal of all minutes of all meetings of NORCOR. The Secretary shall also be the officer responsible for all official documents, resolutions and actions of NORCOR and shall, within thirty (30) days after any meeting, distribute a copy of the minutes of that meeting to each NORCOR representative.

The Secretary may designate another representative to NORCOR or NORCOR employee to take minutes of any NORCOR meeting which the Secretary is unable to attend. In the absence of both the Chairman and Vice-Chairman, the Secretary shall be Acting Chairman until NORCOR elects an Acting Chairman of the meeting.

If for any reason the offices of the Chairman and Vice-Chairman are vacant, the Secretary shall preside as temporary Chairman until a Chairman is elected by NORCOR. If for any reason the office of Secretary is vacant, the Chairman shall designate a representative to NORCOR to serve as temporary Secretary until a Secretary is elected by NORCOR. In the event

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1 of a vacancy in any office not filled by succession, a special
2 meeting may be called for the purpose of filling that vacancy.

3 SECTION 5. The NORCOR Board shall meet regularly at least four
4 (4) times per year on a schedule to be determined each year or at any
5 time as may be requested by the Chairman or as may be requested, in
6 writing to the Secretary, by any five (5) or more Members of NORCOR.
7 Written notice of regularly scheduled meetings shall be served by the
8 Secretary on each NORCOR representative. Such notice shall include
9 an agenda and any material relating to those agenda items. Written
10 notice of each special meeting shall be served by the Secretary upon
11 each NORCOR representative not less than 24 hours preceding the time
12 for meeting and shall at least state the date, time and place for the
13 meeting and subject or subjects to be considered at the meeting.

14 NORCOR shall, by rule, establish a reasonable method whereby any
15 person may determine the time, place and purpose of its meetings.
16 All meetings of NORCOR shall be open to the public, subject to any
17 exceptions that may be provided for in the Oregon Revised Statutes.

18 All NORCOR meetings shall be conducted in accordance with the
19 latest edition of Robert's Rules of Order, Revised, unless otherwise
20 directed by resolution of NORCOR. The Chairman shall be the
21 parliamentary procedure officer and his or her decisions with respect
22 to matters of parliamentary procedure shall be final. NORCOR may,
23 but need not, adopt rules relating to the conduct of its meetings in
24 addition to those required by (any ORS referred to above).

25 SECTION 6. A majority of all representatives of NORCOR shall
26 constitute a quorum to transact business except as otherwise provided

1 in this Agreement. Each representative (including the Chairman,
2 Vice-Chairman and Secretary) shall have one (1) vote. All
3 legislative action of NORCOR shall be by resolution entered on its
4 records. Except as otherwise provided in this Agreement, the
5 affirmative vote of at least a majority of all of the representatives
6 of NORCOR (not counting vacancies) shall be required for the
7 enactment of every resolution. Unless otherwise specifically stated
8 in the resolution, all resolutions shall be effective immediately
9 upon enactment, subject to any authorizations or certifications
10 required by the Oregon Revised Statutes to be made by the fiscal
11 agent or any Members.

12 SECTION 7. NORCOR shall have a Citizens Advisory Group as
13 permanent parts of its organization.

14 The Citizens Advisory Group shall be composed of members of the
15 Regional Local Public Safety Coordinating Council.

16 NORCOR may appoint such other committees or groups as it deems
17 desirable from time to time.

18 SECTION 8. The purpose of NORCOR shall be to plan for the
19 design, construction and operation of a multi-county correctional
20 facility (the "Regional Jail") to serve the Member Counties at a site
21 chosen by the Executive Board, subject to all zoning and other legal
22 requirements. Such multi-county correctional facility shall be
23 flexible in design and adapted to the changing needs of the Member
24 Counties. The operation of the institution will allow for the humane
25 and constitutional detention of persons who cannot be released to
26 less restrictive alternatives. Institutional programming will

1 provide opportunities for rehabilitation of inmates while meeting all
2 relevant correctional standards, including the Standard for local
3 correctional facilities as outlined by ORS 169.076.

4 The initial projections indicate that the Regional Jail will
5 have approximately 150 adult detention beds.

6 SECTION 9. NORCOR shall have all powers as set forth in Section
7 190.003 to 190.620 of the Oregon Revised Statutes, as well as all
8 other powers contained in Oregon Revised Statutes applicable to
9 regional jail authorities. In addition to the specific powers and
10 duties herein granted, NORCOR shall have the authority to carry out
11 all of the following acts and actions which authority is hereby
12 specifically delegated to NORCOR by the Members as authority common
13 to and possessed by all of the Members. NORCOR may:

14 (A) Enter into contracts with the Member Counties
15 providing planning for the construction, operation, control,
16 occupancy, maintenance, repair and management of a multi-county
17 correctional facility and the apportionment among the Counties
18 of the costs thereof;

19 (B) Exercise all powers that may be necessary to enable it
20 to perform and carry out the duties and responsibilities
21 conferred upon its Members of which may hereafter be imposed
22 upon it by law, contract or the Agreement;

23 (C) Enter into contracts for products, items and services
24 related to its purposes and facilities, including agreements
25 with Oregon Department of Corrections or other political
26 subdivisions to procure or provide services;

1 (D) Accept gifts and bequests, to apply for and use
2 subsidies, grants or appropriations of money and personal or
3 real property from any lawful source, and enter into any and all
4 agreements required in connection therewith in accordance with
5 the terms of the gift, subsidy, grant, appropriation, agreement
6 or contract related thereto;

7 (E) Accept appointments to act as agents or assignees of
8 others, including the Members, as is necessary to carry out its
9 functions and purposes;

10 (F) Establish, join and cooperate with committees and
11 advisory groups of citizens, correction professionals, and
12 others interested in NORCOR and its work;

13 (G) Adopt such personnel policies and procedures as are
14 deemed necessary; such policies and procedures may include but
15 are not limited to provisions for contracts for personal
16 service, the establishment of a personnel merit system and such
17 other items as may be determined by NORCOR; and

18 (H) Receive, review, modify and approve on an annual basis
19 a Comprehensive Corrections Plan as recommended by the Regional
20 Local Public Safety Coordinating Council.

21 **SECTION 10. Project Manager Agreement.** NORCOR may hire a
22 project manager as approved and agreed to by resolution of each
23 County in the Project Manager Agreement.

24 **SECTION 11.** Wasco County agrees to be the fiscal agent and
25 procurement agent for NORCOR for all other expenses prior to the
26 Service Agreement being signed. NORCOR shall take all necessary

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actions to seek reimbursement of a portion of the construction cost, including financing cost, from the State of Oregon.

SECTION 12. Any party to this Agreement may at any time by giving 60 days written notice to all other parties withdraw from this Agreement. Obligations made prior to withdrawing will continue to be binding upon the party.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to due authority as evidenced by a certified copy of an Ordinance ratifying the creations of NORCOR by the Counties, and attached hereto.

DATED this 18th day of October, 1995.

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GILLIAM COUNTY COURT

County Judge

County Commissioner

County Commissioner

DATED: _____

MORROW COUNTY COURT

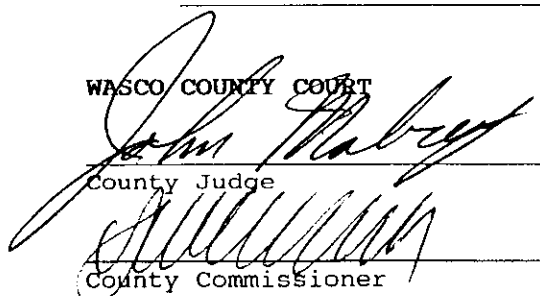
County Judge

County Commissioner


County Commissioner

DATED: _____

WASCO COUNTY COURT



County Judge



County Commissioner

absent

County Commissioner

DATED: 10/18/95

HOOD RIVER COUNTY BOARD OF COMMISSIONERS

County Commissioner

County Commissioner

County Commissioner

County Commissioner

County Commissioner

DATED: _____

SHERMAN COUNTY COURT

County Judge

County Commissioner

County Commissioner

DATED: _____

WHEELER COUNTY COURT

County Judge

County Commissioner

County Commissioner

DATED: _____



CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT ON

FILE IN THE *Coan Journal* RECORDS OF MY OFFICE.
KAREN R. LEBRETON, Wasco County Clerk

By *Cudzy J. J. J.* Deputy

Date *10/23* 19 *95* The Dalles, OR

FILED WASCO CTY
THE DALLES OR.

OCT 23 10 43 AM '95

KAREN R. LEBRETON
COUNTY CLERK

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING AN ORDINANCE)
AUTHORIZING WASCO COUNTY TO ENTER INTO)
AN INTERGOVERNMENTAL COOPERATIVE AGREE-) O R D I N A N C E
MENT WITH GILLIAM, HOOD RIVER, MORROW,)
SHERMAN AND WHEELER COUNTIES TO AUTHORIZE)
AND CREATE A REGIONAL JAIL AND JUVENILE)
DETENTION FACILITY ENTITY.)

WHEREAS, ORS 190.030 to 190.620 authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographical, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, ORS 169.610 to 169.677 authorized Counties to enter into agreements with other Counties or Cities to construct, acquire or equip and operate regional correctional facilities; and

WHEREAS, a regional jail and juvenile detention facility, constructed and operated in the six County area, would enhance the protection and well being of the citizens of the same member Counties.

THE WASCO COUNTY COURT ORDAINS AS FOLLOWS:

Section 1. Wasco County, pursuant to ORS 190.085 hereby ratifies the Intergovernmental Agreement entered into between Wasco County, Gilliam County, Hood River County, Sherman County, and

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Wheeler County, creating a Regional Jail and Juvenile Detention Facility Entity.

Section 2. It is the intent of Wasco County to participate in the creation of a Regional Jail and Detention Facility Entity pursuant to ORS 190.030 to 190.620 and ORS 169.610 to 169.677.

Section 3. The effective date of the Intergovernmental Agreement shall be upon the execution of the Agreement.


Section 4. The powers, duties, and function of the Intergovernmental Entity shall be as follows: the planning for designing, constructing, equipping and operating a regional corrections facility within the six (6) County area.

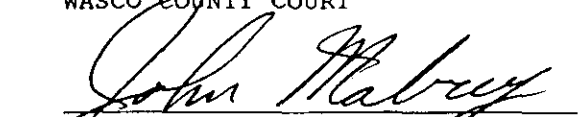
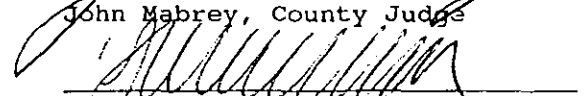
This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance shall take effect immediately upon its passage.


Regularly passed and adopted by an unanimous vote of all members of the County Court of the County of Wasco, State of Oregon, present on this 18th day of October, 1995.

WASCO COUNTY COURT

ATTEST:


Karen LeBreton, Clerk


John Mabrey, County Judge

Scott McKay, County Commissioner

APPROVED AS TO FORM:

Bernard L. Smith
Wasco County District Attorney

absent
C.E. Filbin, County Commissioner