

NOV 14 2002

ORIGINAL

COPY

AMENDMENT TO
(541) 567-7800 UMATILLA ARMY DEPOT RE-USE AUTHORITY
INTERGOVERNMENTAL AGREEMENT

This Amendment to the Umatilla Army Depot Re-Use Intergovernmental Agreement, dated May 15, 1995, and attached hereto, is made into, by and between the County of Morrow, the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe.

2. INITIATION DATE/LENGTH OF AGREEMENT

Pursuant to paragraph 2 of the Agreement, this amendment extends the Agreement for an additional successive five year period retroactive to and starting on May 15, 2000. This amendment changes no other terms of the Agreement.

CONFEDERATED TRIBES:

Sam L. Bunker
Chair, Board of Trustees
Confederated Tribes of the Umatilla Indian Reservation

10-10-02
Date

UMATILLA COUNTY:

Emile M. Anderson
Chair, Board of Commissioners
Umatilla County

11-6-02
Date

William S. Harrell
Commissioner, Umatilla County



11/6/02
Date

James D. Roberts
Commissioner, Umatilla County

11-6-02
Date

ATTEST:

Jean Sampson
Umatilla County Clerk

11-6-02
Date

ORIGINAL

MORROW COUNTY:

Serry K. Sallmer
Judge, Morrow County Court

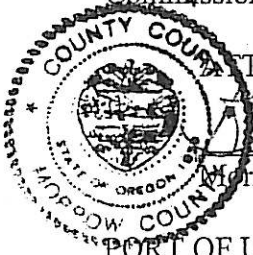
2/5/03
Date

John M. ...
Commissioner, Morrow County

2/5/03
Date

[Signature]
Commissioner, Morrow County

2/5/03
Date



TEST:
Barbara Bloodworth
Morrow County Clerk

2/6/03
Date

PORT OF UMATILLA:

Bryan A. Brock
President, Port of Umatilla

11-12-02
Date

[Signature]
Secretary, Port of Umatilla

11-12-02
Date

PORT OF MORROW:

[Signature]
President, Port of Morrow

12-12-02
Date

Larry Lindsay
Secretary, Port of Morrow

12-11-02
Date

UMATILLA ARMY DEPOT REUSE AUTHORITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into, by and between the County of Morrow, the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow, and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a Federally recognized Indian Tribe whose aboriginal territory included the Umatilla Army Depot Activity. This agreement is entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110. The Authority created by this agreement shall not be an agency of the State of Oregon.

1. PURPOSE

The purpose of this Agreement is to establish the Umatilla Army Depot Reuse Authority (Authority) as the means:

- a. to administer the transition of the Umatilla Army Depot (located in Morrow and Umatilla Counties) from military to civilian use.
- b. to develop a final Umatilla Army Depot Reuse Plan (Reuse Plan) for approval by the Department of Defense.
- c. to oversee the development of an economic diversification strategy to address the adverse economic impacts associated with realignment of the Depot and to develop economic opportunities through transition of the Depot to civilian uses.
- d. to oversee and assist with the implementation of identified redevelopment strategies.
- e. to coordinate all levels of assistance and intergovernmental efforts involving the Authority, the final Reuse Plan and transition to civilian use.
- f. to review and comment upon the environmental cleanup at the Depot so as to accommodate future civilian uses of the Depot.

2. INITIATION DATE/LENGTH OF AGREEMENT

In order to fulfill the requirements of ORS 190.085, this Agreement goes into effect and the Authority is created on May 15, 1995. The Authority shall exist for a period of five years from this date. The lifetime of the Authority can be extended for successive five year periods by a mutual written agreement of the two counties, the two port districts and the CTUIR.

Page 2 - Depot Reuse Authority IGA

3. POWERS, AUTHORITIES, DUTIES

The Authority shall have the following powers, subject to any limitations set forth in this or other sections of this Agreement, and subject to any limitations imposed by other laws affecting the jurisdiction or powers of the parties to this Agreement:

- a. to enter into agreements with the Department of Defense or any other federal, tribal, state or local government agency, or private party, for purposes associated with depot realignment and reuse activities, including but not limited to contracts, caretaker arrangements, leases, and acquisition of real and personal property.
- b. to accept gifts, donations, property and grants from private and public sources for Authority purposes.
- c. to hire, appoint, discipline, or remove employees of the Authority and prescribe their qualifications and duties and fix their compensation; to contract for consulting, professional or management services for the Authority.
- d. to establish advisory boards and committees as needed.
- e. to issue revenue bonds under Oregon laws for the public purposes of the parties to this Agreement, but only after the governing body of each of the parties hereto holds a public hearing and approves by resolution or order the issuance of the bonds. The Authority shall not have the power to levy taxes or issue general obligations bonds.
- f. to acquire, purchase, lease, sell or otherwise dispose of real or personal property.
- g. to acquire, lease, rent, manage, operate, construct and maintain facilities and improvements of the Depot.
- h. to provide such transportation, utilities and related infrastructure and services for the Depot as the Authority deems appropriate.
- i. to make and pass resolutions, by-laws or orders which are necessary for the governance, management and execution of the powers vested in the Authority and for carrying out the provisions of this Agreement.
- j. to prescribe by resolution or by-laws a system for business administration and create any and all necessary offices or positions associated with such a system.

Page 3 - Depot Reuse Authority IGA

k. to prepare appropriate policies relating to the Depot, including an interim reuse strategy and to prepare a final reuse plan for the Umatilla Depot Activity. Such plan shall provide, among other things, that upon disposal the land will be subject to the land use laws of the State of Oregon.

l. to cooperate with and exchange services, personnel, and information with any federal, state, tribal, or local governmental entity or agency.

m. to incur debts, liabilities, or obligations, but, to the extent permitted by law, no debt, liability, or obligation of the Authority shall be a debt, liability or obligation, jointly or severally, of any party to this Agreement.

n. to procure insurance against any loss in connection with its property and other assets, including any loans, in such amounts and from such insurers as it may determine appropriate.

o. to have and exercise all rights and powers necessary to carry out the purposes and intent of this agreement, including any rights and powers incidental to or implied from the specific powers granted to the Authority by this agreement.

p. this Agreement and the creation of the Authority does not imply and shall not be construed as obligating the Authority or any of the parties to this Agreement to accept ownership or responsibility for any or all of the Depot property.

q. the authority shall file for and obtain the appropriate tax exempt status prior to the expenditure of any funds.

4. ANNUAL REPORT

The Authority shall, in addition to any other required audit or reporting requirements, present an annual written program and financial report to the Morrow County Court and the Umatilla County Commissioners, to the Port Commission of the Ports of Morrow and Umatilla, and the CTUIR no later than four months after the close of the Authority's fiscal year. The fiscal year for the Authority shall be July 1 through June 30 of the succeeding year.

5. ADMINISTRATION

The Authority shall be governed by a joint board composed of representatives from Morrow and Umatilla Counties, from the Ports of Morrow and Umatilla, and the Confederated Tribes of the Umatilla Indian Reservation.

Page 4 - Depot Reuse Authority IGA

a. The Board shall consist of twelve members appointed as follows:

(1) One Morrow County Commissioner appointed by the Morrow County Court;

(2) One lay representative of Morrow County appointed by the Morrow County Court;

(3) One Umatilla County Commissioner appointed by the Umatilla County Commissioners;

(4) One lay representative of Umatilla County appointed by the Umatilla County Commissioners;

(5) One Port of Morrow Commissioner or designee, appointed by the Port Commission;

(6) One Port of Umatilla Commissioner or designee, appointed by the Port Commission;

(7) The Manager/Director, or designee, of the Port of Morrow;

(8) The Manager/Director, or designee, of the Port of Umatilla;

(9) Four representatives of the Confederated Tribes of the Umatilla Indian Reservation appointed by the Tribal Board of Trustees.

b. Upon establishment of the Authority the Board members shall be appointed for the following terms: the county representatives for terms of four years, the port representatives for terms of three years, two tribal representatives for terms of four years and two tribal representatives for terms of three years. A member may be reappointed. If a vacancy occurs by resignation or otherwise, the appointing body shall appoint a member within sixty days to fill the unexpired term.

c. Seven members of the Board shall constitute a quorum for the transaction of business, with at least one representative from each county, one representative from each port and one representative from the CTUIR making up that quorum. A majority vote of the Board for the purpose of taking an action requires the concurrence of at least seven Board members at a meeting for which all members were provided written notice. Each member shall have one vote.

d. The Board and the Authority shall be subject to the requirements of the Open Meetings and Public Records and Public Contracting laws of the State of Oregon.

Page 5 - Depot Reuse Authority IGA

e. The Board shall meet regularly at such time and place as determined by the Board, but not less than every quarter. Special and emergency meetings and executive sessions may be called upon notice as provided in the Open Meetings Law.

f. The Board may establish advisory committees reflecting the interests of the region.

g. The Board may appoint such additional nonvoting members as it deems necessary. Additional nonvoting members shall not be included in determining whether a quorum is present.

h. The Authority shall maintain its books and accounts in accordance with sound accounting practices consistent with those used by Oregon Municipalities.

6. PROPERTY

Except as provided herein, all assets acquired by the Authority during the course of its operations under the terms of this Agreement shall be the assets of the Authority alone, and not of the Parties. The Board may by majority vote of a quorum, transfer or distribute all or any part of the Authority's funds, property or assets. Upon termination of this Agreement any property, funds or assets acquired as a result of Authority activities shall be divided or distributed in accordance with a majority vote of a quorum of the Board.

7. LIABILITIES

To the extent permitted by law, the debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority only, and not of any or all of the parties to this agreement.

8. RESERVATION OF POWERS

Powers of the Authority shall not be construed as restricting or limiting any of the Parties hereto, individually or severally, from performing any governmental or regulatory powers or duties of the parties.

9. GENERAL PROVISIONS

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

b. Notwithstanding anything herein to the contrary, at such time as realty and improvements thereon shall be released from the Federal government to the jurisdiction of the Authority, excepting any real estate held in trust by the United States for

Page 6 - Depot Reuse Authority IGA

the benefit of the CTUIR, all such realty and/or improvements situated east of the Umatilla-Morrow County line shall be subject to the comprehensive land use plan(s) and any zoning ordinances applicable to any other like property situated in Umatilla County. Likewise, all such realty and improvements situated west of the said county boundary, excepting any real estate held in trust by the United States for the benefit of the CTUIR, shall be subject to the comprehensive land use plan(s) and zoning ordinances of Morrow County.

c. Any real property, together with any and all improvements thereon, upon release from the Federal Government to the jurisdiction of the Authority, shall thereafter be "property within Umatilla County", if such property is located east of the Umatilla-Morrow County line, and shall be "property within Morrow County" if such property is located west of said county line.

d. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

10. AMENDMENTS/TERMINATION/WITHDRAWAL

This Agreement may not be amended in any manner except by the written agreement of the governing bodies of Morrow and Umatilla Counties and the Morrow and Umatilla Port Commissions and the Confederated Tribes of the Umatilla Indian Reservation. This Agreement may be terminated prior to the termination date stated herein only by a written agreement executed by all parties to this Agreement. Any party to this agreement may withdraw from participation on the Authority without the concurrence of the other members, however, such a withdrawal may result in a dissolution of the Authority and an inability of its former members to negotiate with the Federal government concerning future use of the Depot. This Agreement replaces and supersedes any other intergovernmental or other agreement relating to reuse and realignment of the Umatilla Army Depot.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date last written below.

Page 7 - Depot Reuse Authority IGA

MORROW COUNTY COURT

UMATILLA COUNTY BOARD OF COMMISSIONERS

Laura Carlson
Judge

Glenn Younger
Chairman

G. J. French
Commissioner

Emile M. Holman
Commissioner

David M. Elliott
Commissioner

William B. Hinnell
Commissioner

May 3, 1995
Date

May 15, 1995
Date

Approved as form:

Approved as to form:

Valerie B. Shertey
Morrow County Counsel

William Glenn
Umatilla County Counsel

ATTEST:

ATTEST:

[Signature]
Morrow County Clerk
PORT OF MORROW

[Signature]
Umatilla County Clerk
PORT OF UMATILLA

Richard Butler
President

[Signature]
President

Larry Lindsay
Secretary

[Signature]
Secretary

May 10, 1995
Date

[Signature]
Date

Page 7 - Depot Reuse Authority IGA

MORROW COUNTY COURT

UMATILLA COUNTY BOARD OF COMMISSIONERS

Judge

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Date

Date

Approved as form:

Approved as to form:

Morrow County Counsel

Umatilla County Counsel

ATTEST:

ATTEST:

Morrow County Clerk

Umatilla County Clerk

PORT OF MORROW

PORT OF UMATILLA

President

President

Secretary

Secretary

Date

Date

[Handwritten signatures and initials over the Umatilla County Clerk, President, and Secretary lines]

MAY 10 1995

Page 8 - Depot Reuse Authority IGA

CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION


Chairman, Board of Trustees

5/4/95
Date