

# CHARTER AGREEMENT

## ROGUE VALLEY COUNCIL OF GOVERNMENTS

### ARTICLE I

#### ESTABLISHMENT AND MISSION

1.1 The Rogue Valley Council of Governments, hereinafter referred to as RVCOG, is hereby established, by authority of ORS 190.003–190.110 authorizing intergovernmental cooperation, and by agreement among its members.

1.2 Mission.

We shall act as a catalyst to promote quality of life, effective and efficient services, and leadership in regional communication, cooperation, planning, and action in Southern Oregon.

### ARTICLE II

#### FUNCTIONS AND POWERS

2.1 Where Powers Vested. Except as in this Agreement provided to the contrary, the powers of RVCOG are vested in the Board of Directors, hereinafter referred to as the Board.

2.2 Basic Functions. The basic functions of RVCOG, within its financial and staff capabilities, shall be to:

- (1) study or cause to be studied any governmental operations, facility, service, problem, or project of area-wide concern, and upon request of a member, study or cause to be studied any proposed project of local concern to the member for the purpose of evaluating compatibility with comprehensive regional plans affecting such member's locale; and,
- (2) report and publicize the findings of any such body; and,
- (3) recommend action to public and private agencies, including the enactment of State legislation and the adoptions of ordinances, conducive to coordination and other improvement of governmental operations, facilities and services and to the solution or alleviation of problems of governmental concern; and,
- (4) render advice, technical assistance, and project or program implementation services to governmental agencies upon their request, subject to financial reimbursement if such is required; and,

- (5) prepare and adopt local or regional plans and recommend official adoption by the appropriate instrumentalities of the governmental units concerned; and,
- (6) enter into agreements with the United States, the State of Oregon, public or private agencies or corporations, foundations, and individuals for the purpose of obtaining financial aid or other participation in carrying out the objectives, programs, and mission of RVCOG; and,
- (7) own or lease equipment and other property in its own name; and,
- (8) adopt a budget indicating the receipts and expenditures of RVCOG and establish the amount of financial participation by each member government; and,
- (9) seek and accept grants, gifts, loans, and donations in the name of RVCOG, a member government or member governments, or other public or quasi-public agencies; and,
- (10) make, adopt, and amend Bylaws consistent with this Charter Agreement; and,
- (11) employ staff, retain consultants, or obtain the personal services of individuals or employees of other agencies; and,
- (12) establish advisory committees; and,
- (13) take such other actions as are necessary to enable RVCOG to carry out its functions and duties.

2.3 Geographic Scope. The membership of RVCOG is drawn from the units of government having their service areas wholly or primarily within Jackson and Josephine counties. As a result, the functions listed in 2.2 are intended for implementation primarily in Jackson and Josephine counties. Should RVCOG wish to provide services outside of Jackson and Josephine counties, staff must inform the RVCOG Board of the nature and duration of such activities, and must obtain permission of the majority of the Board prior to implementation.

### ARTICLE III MEMBERSHIP

3.1 Membership. Any general purpose local government, any special district as formed under ORS 190.003 to 190.110 (including public utility district, fire district, RVTD, irrigation district, etc.) or authority, and any public educational institute or district within Jackson and Josephine Counties may become a member of RVCOG by:

- (1) adopting a resolution approving this agreement in principle and agreeing to become a member; and,
- (2) contributing to RVCOG in accordance with this agreement and the RVCOG Bylaws; and,
- (3) complying otherwise with the requirement of this agreement and the RVCOG Bylaws; and,
- (4) paying its annual membership dues no later than December 31<sup>st</sup> of each new fiscal year.

Affiliate Membership. A non-governmental organization or governmental (state or federal) organization may become an affiliate member of RVCOG, with non-voting representation to the Board, by complying with the foregoing four requirements established in 3.1 after an affirmative vote of two-thirds (2/3) of RVCOG members to accept the affiliate member.

In determining whether an organization is appropriate as an affiliate member, the Board shall consider the following factors:

- (1) whether the organization has common interests with RVCOG's mission and functions; and,
- (2) whether the organization's affiliation could create either a conflict of interest or undue influence situation.

3.2 Termination of Membership. Any member may withdraw as a participating member in RVCOG under this Agreement at the termination of the fiscal year by notifying the Board in writing no later than May 1 prior to the beginning of the fiscal year in which termination is sought.

Any indebtedness incurred by RVCOG on behalf of a member 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 written agreement, minutes, or memorandum.

A member not meeting financial commitments to RVCOG may be declared delinquent by the Board at the expiration of sixty days following the due date for these commitments. By an affirmative majority vote of the Board, a delinquent member in RVCOG may be terminated or suspended, along with all rights and benefits accrued by virtue of participation in RVCOG. Should the Board determine that the member jurisdiction is unable to provide its dues payment due to extraordinary circumstances, the Board may authorize, temporarily, a partial or full exemption from the delinquency process described above.

- 3.3 Reinstatement of Member/Affiliate Member. In the event of a change in membership status for any reason set forth in paragraph 3.2, the membership of such a member/affiliate member may only be reinstated in full upon approval of, and subject to the conditions established by, the Board.
- 3.4 Member Liability for Debts, Liabilities and Obligations. Member jurisdictions shall not be liable for any debts, liabilities or obligations incurred by RVCOG, its agents, employees, or officers, or those of the other member jurisdictions. Member jurisdictions shall not be jointly and severally liable for the debts, liabilities or obligations of RVCOG.

## ARTICLE IV BOARD

- 4.1 Functions. The Board shall serve as the policy making body of the organization. It shall exercise the powers and functions herein granted RVCOG to accomplish the mission set forth in ARTICLE I herein.
- 4.2 Board Representation. The Board shall be composed of the following representatives of the governing bodies of members of RVCOG:
- (1) one representative from and selected by the governing body of each member general purpose government; and,
  - (2) one representative from and selected by the governing body of each member special district or authority, except under the following circumstances:
    - (a) If there are more than two members of a particular class of district or authority, those members shall choose one voting representative for that particular class (school districts, water districts, irrigation districts, etc.).
  - (3) voting representatives to the Board will usually be elected officials from the governing body of a member government. However, a member government may request that the Board authorize the member to send a non-elected official as the member's voting representative. It shall be the Board's authority to grant or deny the request based on the specific circumstances of the member government and upon the Board's need to maintain elected official involvement in and control over RVCOG operations.
- 4.3 Term of Office. The term of office of the member representatives to the Board shall begin the day he or she is appointed to the office and shall continue for a period determined by the governing body of the unit of government he or she represents, except that such term of office shall terminate immediately upon:

- (1) such appointee's termination as a member of the governing body of the unit of government he or she represents; and,
  - (2) failure of the jurisdiction represented to maintain a membership in RVCOG.
- 4.4 Vacancies. Vacancies in the office shall be filled in the same manner as the original appointment.
- 4.5 Voting. On all matters requiring a Board vote, members shall have one vote. On matters relating exclusively to either the Rogue Valley or Middle Rogue Metropolitan Planning Organization (RVMPO or MRMPO), only RVCOG Board member entities that are also members of the subject MPO shall be eligible to vote.
- 4.6 Alternate Representatives. Alternate representatives to attend meetings of the Board and act in place of the regular representative in the absence of the regular representative, shall be appointed in the same manner and by the same appointing authority as set forth in Section 4.2.

## ARTICLE V OFFICERS

- 5.1 Officers. The officers of the Board shall be President, First Vice-President, and Second Vice-President. The voting members of the Board shall elect officers at the regular April meeting. The officers shall be elected as follows:
- (1) A request for nominations for each of the three officers' positions is made to the full Board. Nominations may be made by any member to any office.
  - (2) Following one or more nominations for each office, a vote is held of the full membership.
  - (3) If a majority vote is not attained on the first ballot for any office, the nominee receiving the least number of votes for such office is eliminated. Such procedures shall continue until each office is filled by majority vote.
- 5.2 Duties and Responsibilities. The President shall preside at all meetings of the Board, and in his or her absence, a Vice-President shall preside. Each officer shall perform such functions as in this Agreement and the Bylaws provide.
- 5.3 Voting. The officers shall each retain and may exercise power to vote on matters before the Board, except as restricted by Article 4.5.

5.4 Executive Committee. The officers, and up to four other members from the Board (at the Board's option), shall constitute an Executive Committee to provide policy guidance to the staff in the administration of RVCOG's business. The Executive Committee shall also make recommendations to the Board as provided for in the Bylaws.

- (1) The non-officer Executive Committee members shall be nominated and elected using the same procedures provided in Section 5.1 for Officers.
- (2) At least one of the Executive Committee members (officer or non-officer) shall be from jurisdictions within Josephine County (if there are sufficient members from the County to satisfy this requirement).

## ARTICLE VI STAFF

6.1 Executive Director. The Board shall appoint an Executive Director who shall administer the business of RVCOG. He or she shall work with the Executive Committee and seek its policy guidance and direction, as appropriate. He or she shall employ such staff as necessary to carry out the work of RVCOG.

## ARTICLE VII DURATION AND TERMINATION

7.1 This Charter Agreement shall continue and remain in full force, and RVCOG shall not be dissolved unless by a unanimous vote of the membership, provided however that such dissolution shall not become effective until such time as any contracts to which RVCOG is a party have been fully performed, are no longer in effect, or the responsibilities for which have been assumed by one or more member jurisdictions or a third party.

- (1) Upon dissolution of RVCOG, distribution of all assets of RVCOG shall be made to the current parties to the Agreement in proportion to their contribution (membership dues) to the finances of RVCOG during the current fiscal year. If during the course of operation a member government made some specific financial or asset contribution to RVCOG, for which the member was to be repaid or the asset returned, such repayment or return shall be made in full prior to the distribution of assets.
- (2) Upon dissolution of RVCOG, member jurisdictions shall not be liable for any debts, liabilities, or obligations incurred by RVCOG, its agents, employees, or officers, or those of the other member jurisdictions.

ARTICLE VIII  
AMENDMENTS

8.1 Procedure for Making Amendments. This agreement may be amended only by the action of the RVCOG Board. Written notice of the proposed amendment, including its full text, must be submitted to each member of the Board at least thirty (30) days before the meeting of the Board. Two-thirds (2/3) of the Board present at its duly constituted regular meeting must affirmatively vote for the passing of such amendment.

8.2 Dates of Charter Adoption and Subsequent Amendments.

Adopted	September 30, 1968	Amended	August 27, 1987
Amended	September 8, 1969	Amended	December 9, 1987
Amended	November 22, 1971	Amended	December 7, 1988
Amended	March 27, 1972	Amended	February 27, 1991
Amended	February 25, 1976	Amended	March 25, 1992
Amended	May 26, 1982	Amended	June 26, 1996
Amended	May 30, 1984	Amended	May 22, 2002
Amended	February 26, 1986	Amended	January 22, 2014
Amended	June 24, 1987		

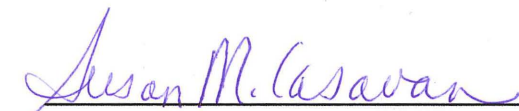
I hereby certify that the foregoing pages are a true and factual copy of the Charter Agreement of the Rogue Valley Council of Governments as last amended on January 22, 2014.



Michael Cavallaro, Executive Director  
Rogue Valley Council of Governments

State of OREGON  
County of JACKSON

Signed (or attested) before me on February 4, 2014 by Michael Cavallaro



Notary Public – State of Oregon

