



## **COMMUNITY RENEWABLE ENERGY ASSOCIATION (CREA)**

### **AN INTERGOVERNMENTAL AGREEMENT CREATING AN ASSOCIATION TO PROMOTE, FOSTER, AND ADVANCE THE ECONOMIC APPLICATION AND PUBLIC UNDERSTANDING OF COMMUNITY BASED RENEWABLE ENERGY**

THIS AGREEMENT, made this 6<sup>th</sup> day of November, 2006, as amended in 2018, by and between Oregon units of local government and initially by the two Oregon Counties, which are political subdivisions of the State of Oregon, Hood River County and Sherman County, hereinafter referred to as "Members,"

#### **RECITALS :**

1. ORS Chapter 190 authorizes "units of local government," including Counties, to establish, by agreement, an intergovernmental entity or association, which has the authority to act on behalf of the units of local government forming the entity.
2. It is acknowledged that Oregon has vast amounts of untapped energy in many forms, including direct solar radiation, wind, biomass growth, natural hydro potential, geothermal, ocean temperature, gradients, and wave movement, and it is the desire of the Members to promote community based development of these forms of renewable energy.
3. To further this end, an association created by Member units of local government, working with private industry, will focus on promoting, fostering, educating the public, and advancing community based renewable energy.
4. It is recognized that by consolidating the efforts of its Members and in cooperation and liaison with other entities, organizations, and including private persons, having an interest in community based renewable energy, development and enhancement of efficient and economic renewable energy can be accomplished.

## A G R E E M E N T :

In consideration of the mutual covenants of the Members, each to the other giving, the parties do hereby agree as follows:

**Section 1.** The Members hereby establish an intergovernmental entity for the purpose of operating and administering community renewable energy programs and services. To accomplish these purposes, the intergovernmental entity shall have all the powers to the fullest extent now or hereafter granted or allowed by the laws of the State of Oregon.

**Section 2.** The intergovernmental entity hereby created shall be known as COMMUNITY RENEWABLE ENERGY ASSOCIATION (CREA) and its principal office shall be as determined by its Board of Directors.

**Section 3.** The primary purpose of CREA shall be:

- a. To support creating business and economic opportunities through renewable energy development in a competitive environment. We support use of free enterprise principles to create economically and environmentally responsible electric generation within the State of Oregon.
- b. To promote, foster and advance, through cooperative action, renewable energy industry of the State served by the Association, the economic application and public understanding of renewable energy.
- c. To provide cooperation and liaison with other persons, organizations and institutions having an interest in community based renewable energy.
- d. To cooperate in and contribute towards the enhancement of widespread understanding of the various applications of community renewable energy through public and professional activities.
- e. To engage in any lawful activity that will enhance the efficient and economic progress of community based renewable energy industry and inform the public of its scope and character, such as, but not limited to, collecting and disseminating market and trade statistics and other useful information; to carry on and assist in research investigations and experiments; to conduct conferences and produce publications, and to conduct trade promotion activities.
- f. To voluntarily extend aid or assistance, financial or otherwise, and to cooperate with such private or governmental bodies, corporations, associations, institutions, societies, agencies or persons as are now or may hereafter be engaged in whole or in part in furtherance of the objectives and purposes herein named.
- g. To act as intervenor spokesperson and lobbyist at PUC and legislative hearings and other public forums.

h. To provide technical support for member communities engaged in activities with commercial renewable energy projects in the form of tax incentive assistance, siting support, assistance with transmission issues, and other support for members as appropriate.

**Section 4.** The powers of CREA shall be vested in its Board of Directors, which shall consist of one (1) Board Member appointed from each of the participating Members made up from units of local government. Although this agreement is originally executed by two counties, it is anticipated that other local governmental units shall join from time-to-time and may be included as part of CREA by receiving the approval of the then existing Members and executing this agreement. All rules concerning establishment of a quorum and voting shall be set forth in the Bylaws adopted by the Board of Directors.

**Section 5.** The Board of Directors shall elect an Executive Committee in accordance with the Bylaws adopted by the Board of Directors. The Executive Committee shall perform the duties and have the powers and responsibilities as set forth in the Bylaws adopted by the Board of Directors.

**Section 6.** The Board of Directors shall adopt Bylaws for CREA, which shall set forth the rules by which the association shall be run and the Bylaws may be amended from time-to-time by the Board of Directors. The Bylaws may also provide and allow for ex officio members of the Board of Directors, who may also serve on the Executive Committee in accordance with the Bylaws.

**Section 7.** This agreement may be terminated only by unanimous vote of all of its Members and subject to any covenants made with any bond holders or other financing parties. Notwithstanding this requirement for termination, any Member may withdraw from CREA by giving sixty (60) days advance written notice to all of the other Members of its intent to do so.

Withdrawal of a Member shall not relieve it from any and all obligations assumed by the Member or its taxpayers prior to withdrawal and such obligations shall continue to be binding until they are satisfied.

In the event this agreement is terminated as to all of its Members, the remaining assets shall be distributed pro-rata to the Members who were Members at the time of termination, based upon the formula of how each Member contributed to such assets, and all liabilities, if any, shall be distributed and born by each of the Members in the same manner and based upon the same formula used for the distribution of assets.

**Section 8.** In carrying out its functions, CREA may:

a. Employ staff, retain consultants, or obtain the personal services of employees of Members under agreement with the Members involved;

b. Appoint advisory committees consisting of elective or appointive officials and employees of any governmental agency within the boundaries of the Members or of private citizens;

c. Enter into contracts with the United States, the State of Oregon, unit of local government, or private firms or individuals for the conduct of studies or of other work;

d. Adopt rules to provide procedures for the conduct of CREA's business.

**Section 9.** The Association shall establish a budget on an annual basis, which budget shall be approved by the Members of the Association. The Association shall follow the budget and finance laws applicable to ORS chapter 190 entities, as set forth in Oregon law.

**Section 10.** Amendments to this agreement may be proposed at any regular meeting of Members and shall take effect when the amendment receives the affirmative vote of three-fourths (¾) of its Member units of local government.

THIS AGREEMENT IS APPROVED AND ACCEPTED by the following units of local government and shall be binding on such units of local government on the date set forth as accepted.

2006-10-18	Sherman County
2006-11-06	Hood River County
2007-01-17	Wheeler County
2007-03-14	Gilliam County
2007-03-21	Wasco County
2007-05-16	Union County
2007-10-24	Morrow County
2009-04-06	Wallowa County
2012-11-07	Curry County
2013-01-16	Polk County
2014-01-08	Harney County
2015-11-10	Crook County
2015-11-04	Lincoln County
2016-04-27	City of Prineville
2016-10-26	Clatsop County

*(As last amended, in accordance with Section 10, on November 13, 2018)*