

BEFORE THE BOARD OF COMMISSIONERS

FOR TILLAMOOK COUNTY, OREGON

FILED

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JOSEPHINE VELTEN
COUNTY CLERK

In the Matter of an Ordinance Approving)
and Ratifying the Economic Development)
Council of Tillamook County & Declaring)
an Emergency)

ORDINANCE # 50

The Board of County Commissioners for Tillamook County, Oregon ordains as follows:

SECTION 1. TITLE.

This ordinance shall be known as Ordinance No. 50.

SECTION 2. AUTHORITY.

This ordinance is adopted pursuant to the authority of ORS 203.035 and ORS 190.003 to 190.110.

SECTION 3. PURPOSE.

- A. The County of Tillamook has approved an intergovernmental agreement, attached as Exhibit "A" and incorporated herein by this reference, pursuant to ORS 190.010, with the municipalities and public agencies listed in the attached Exhibit "A".
- B. The purpose of the intergovernmental agreement shall be to create an intergovernmental entity known as the Economic Development Council of Tillamook County, to facilitate matters related to economic development in Tillamook County.
- C. The Economic Development Council shall provide coordination of efforts, including business development, recruitment and expansion, and distribution of funds made available for economic development activities by regional, state and federal agencies and/or programs.
- D. ORS 190.085 requires the ratification of such an agreement by ordinance.

SECTION 4. SEVERABILITY.

The provisions of this ordinance, including Exhibit "A", are severable. If any provision of this ordinance is determined to be invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and the decision shall not affect the validity of the remaining portions hereof.

SECTION 5. ADOPTION.

The Intergovernmental Agreement between Clatsop, Columbia and Tillamook Counties, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, be and is hereby adopted, approved and ratified.

SECTION 6. DECLARATION OF EMERGENCY.

The Economic Development Council program has been without a director; and the Community Development Block Grant program and other economic functions have not been conducted by the Council's predecessor, the Economic Development Committee. The importance of these functions requires that a state of emergency is declared to exist, and this ordinance shall take effect immediately upon its execution by the Tillamook County Board of Commissioners.

DATED this 28th day of February, 1996.

**BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Aye Nay Abstain/Absent

Ken Burdick
Ken Burdick, Chairperson

✓ — —

Gina Mulford
Gina Mulford, Vice Chairperson

✓ — —

Jerry A. Dove
Jerry A. Dove, Commissioner

✓ — —

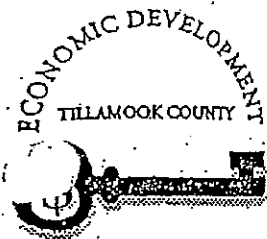
ATTEST: Josephine Veltri,
County Clerk

APPROVED AS TO FORM:

BY: Cynthia V. Glenn
Special Deputy

William K. Sargent
William K. Sargent, County Counsel

First Reading: February 14, 1996.
Second Reading: February 28, 1996.
Effective Date: February 28, 1996.



4000 Blimp Blvd., Tillamook, OR 97141
(503) 842-2236 • Fax (503) 842-3680

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between Tillamook County, municipalities, public agencies and special districts within Tillamook County, hereinafter referred to as the "Parties".

RECITALS:

1. The Parties have a common objective to increase personal income and improve the business climate while maintaining natural resource amenities throughout Tillamook County.
2. The Parties have cooperated with each other, and a number of private businesses, combining resources to provide a county wide economic development program through the Tillamook County Economic Development Committee, an advisory committee to the Board of County Commissioners.
3. The Parties believe that basic support for a county wide economic development program should come from public funds, and that private business contributions should be used for marketing and business recruitment projects. Basic support is defined as professional staff, office space, office operating expenses and staff travel expenses.
4. The Parties desire to create an intergovernmental entity pursuant to ORS 190.010 to replace the existing arrangement and affirm the intent of the parties to work jointly on economic development matters. The intergovernmental entity will be known as *Economic Development Council of Tillamook County*.
5. The parties acknowledge that they have authority to execute this cooperative agreement pursuant to the powers of their respective organizational charters, or applicable law.

THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

I. *Economic Development Council of Tillamook County*

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010, composed of municipalities and public agencies listed in attached exhibit A to be know as *Economic Development Council of Tillamook County*. The purpose of Council is to form a partnership in all matters related to economic development in Tillamook County. The Council will provide coordination of efforts including business development, recruitment and expansion activities, and distribution of funds made available to all parties for economic development activities by regional, state or federal agencies and/or programs. Specific consideration by the parties to this Agreement shall be negotiated among the parties and listed in Exhibit A, incorporated herein by reference. Terms of consideration may be reviewed and revised on an annual basis, or as otherwise agreed upon by the parties to this Agreement. Public agencies and special districts, not party to the original agreement, may become party to the agreement by submitting a written request to the Executive Board. The Executive Board will consider the request and negotiate the terms of Attachment A on behalf of the Council.

B. The structure under which the parties cooperated is hereby abolished. The intergovernmental entity created in Paragraph A above shall succeed to and replace the structure hereby abolished. The new intergovernmental entity shall become the owner of all property and funds of the previous structure; shall succeed to all contracts of the previous structure, and shall succeed to all obligations, indebtedness, and legal rights and responsibilities of the previous structure.

C. Economic Development Council of Tillamook County shall promote and encourage private business participation in the County's economic development program. Private businesses will be referred to as partners. Any reference to members in this Agreement shall be taken to mean both parties to the agreement and private business partners.

D. Economic Development Council of Tillamook County shall be represented by an elected board of directors, which shall be known as the EDC Executive Board, and which shall act as the administrative and fiscal entity on behalf of the Council.

II. The EDC Executive Board

A. The Parties hereby create the Executive Board which will be governed as follows:

1. The Executive board shall be composed of nine members, elected by parties to the agreement and private business partners, as provided in II.B.8. Those elected board members of the Tillamook County Economic Development Committee which preceded this agreement shall

remain on the EDC Executive Board until the end of their term. Thereafter elections shall take place at the annual meeting and each member's term shall last three years. Three board positions shall be elected each year. In the event of a vacancy on the EDC Executive Board, the parties and other members shall be notified and invited to nominate a replacement. The Executive Board will consider the nominees and appoint a replacement board member to serve the remainder of the term. The board shall fill the vacancy within forty-five (45) days.

2. In July each year, the Board shall elect a Chair, Vice Chair and Secretary-Treasurer to serve a one year term. No officer shall serve more than two consecutive terms. The Chair shall have the authority to call and preside over EDC Executive Board Meetings. The Vice-Chair may preside over such meetings in the absence of the Chair.

3. Decisions of the EDC Executive Board shall be made only at meetings at which all parties are provided seven (7) written notice. Emergency meetings may be called with 24 hours notice. Each member shall have one vote. A majority vote of a quorum of the EDC Executive Board is required for any decision to be effective. A quorum shall consist of a simple majority of positions currently filled.

4. The EDC Executive Board shall meet regularly as determined by the EDC Executive Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the Chair or any three members.

B. The EDC Executive Board shall perform the following services for the Council:

1. Develop and administer an annual plan of work and budget to accomplish the objectives of the Council,

2. Coordinate with regional economic development partners to develop a comprehensive program which best serves Tillamook County.

3. Serve as the public relations contact for the Council and market the programs of the Council.

4. Maintain demographic and market profiles, inventories of available land and buildings, and markets and promotes these sites.

5. Find, develop and pursue leads for business recruitment, retention and expansion.

6. Maintain information on available business incentives, such as financing opportunities, training programs and university facilities.

7. Give guidance and make recommendations to members on economic development issues and on appointments to economic development related national or regional boards.

8. Establish a partnership structure to promote and encourage private business participation in EDC.

C. The Executive Board shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Council:

1. To enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.

2. To adopt a budget utilizing the Economic Development Fund.

3. To apply for, receive, distribute, and expend moneys in accordance with Oregon law.

4. To create committees and subcommittees to assist it in carrying out its duties under this Agreement. However, the subcommittees cannot reverse decisions made by the full Executive Board and must report all of their actions to the next meeting of the Executive Board.

5. To hire necessary employees and purchase, lease, or sell real or personal property.

6. To comply with applicable Oregon law.

7. The debts, liabilities, and obligations of the Board shall be, jointly and severally; the debts, liabilities, and obligations of the Parties and shall be divided upon termination in accordance with Part V of the Agreement below.

8. To adopt administrative rules to govern the day to day operations of the Council.

III. Economic Development Fund

The Economic Development Fund shall be created to receive, distribute and expend moneys received from parties to this Agreement, pursuant to item II.c.2, as well as private business dues, grants, contracts or other sources. This fund shall have two parts: one for public donations and one for private funds. Public funds shall be used for basic program support and private funds shall be used for marketing and business expansion, retention and recruiting efforts of the Council.

IV. Dispute Resolution

A. Any dispute between the Parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of the Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

B. In the event of a demand for arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within ten days of the demand, then any party may apply to a court or record to appoint an arbitrator according to ORS 36.320 or 190.170 et seq. An arbitrator shall proceed according to and be governed by Oregon arbitration laws. The arbitrator shall have the powers provided by law and this Agreement. Costs of the arbitration shall be shared equally by all parties, but each party shall pay its own attorney fees associated with the arbitration.

V. Termination

A. This Agreement shall terminate under the following circumstances:

1. when all Parties mutually agree in writing to terminate the Agreement.
2. When Parties representing three-fourths or more of the current years' cash consideration shall vote to terminate the Agreement.

B. Upon termination of the Agreement, the Council shall return all funds and all assets purchased with Council funds to the Parties, proportionate to the Party's contribution. Any assets purchased with Council funds shall be valued at their fair market value upon termination and divided proportionately, among the parties. In the event of a dispute between the Parties as to the division of the assets of the Council, they shall be sold and the net proceeds, after subtracting the cost of sale, shall be divided proportionately among the Parties. Any sale or disposition of Council assets shall be in accordance with Oregon laws.

C. Upon termination, the outstanding indebtedness, liabilities, or continuing contractual obligations shall be divided proportionately, among the Parties based on the most recent years' cash contribution.

VI. Miscellaneous

A. Non-Discrimination. No person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap, or age, suffer discrimination while performing any service pursuant to this Agreement when employed by the Council.

B. Withdrawal

Parties may withdraw under the following circumstances:

1. Non-Appropriation. In the event sufficient funds shall not be appropriated by any party for the payment of any consideration required to be paid under this Agreement, and if the party has no funds legally available for consideration from other sources; then that party may terminate this Agreement in accordance with Part V of this Agreement.
2. Any party may withdraw from the Council, upon giving thirty (30) day advance written notice to the other parties to this agreement.

C. Attorney Fees In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

D. Non-Waiver The failure of any party to this agreement to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of the Agreement.

E. Notices. Any notice required or permitted under Agreement shall be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, to the other party or parties at their last know address(es). The notice will be deemed given and received when actually received.

F. Amendments. This Agreement may be amended from time to time by agreement in writing by the parties.

G. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

H. ENTIRE AGREEMENT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO

UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTAND IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED THIS 13 DAY OF March ¹⁹⁹⁶/₁₉₉₅

Board of County Commissioners of Tillamook County

By: Jerry C. Poles Attest: _____
Title: Chair Title: _____

Board of Commissioners of Port of Tillamook Bay

By: J. C. [Signature] Attest: _____
Title: MANAGER Title: _____

Board of Commissioners Port of Garibaldi

By: Robert VanDerhof Attest: Sherry Thurmer
Title: President Title: Secretary

Board of Commissioners Port of Nehalem

By: Rick [Signature] Attest: Ann Morgan
Title: Vice Chair Title: Admin. Secretary

Tillamook People's Utility District

By: Edwan L. Jenkins

Attest: Bruce A. Hunt

Title: _____

Title: _____

Nehalem Bay Wastewater Agency

By: _____

Attest: _____

Title: _____

Title: _____

Tillamook Bay Community College

By: _____

Attest: _____

Title: _____

Title: _____

City of Tillamook

By: _____

Attest: _____

Title: _____

Title: _____

City of Bay City

By: _____

Attest: _____

Title: _____

Title: _____

City of Garibaldi

By: _____

Attest: _____

Title: _____

Title: _____

Tillamook People's Utility District

By: _____

Attest: _____

Title: _____

Title: _____

Nehalem Bay Wastewater Agency

By: _____

Attest: _____

Title: _____

Title: _____

Tillamook Bay Community College

By: *Jeremy Halby*
Title: *President*

Attest: _____

Title: _____

City of Tillamook

By: _____

Attest: _____

Title: _____

Title: _____

City of Bay City

By: _____

Attest: _____

Title: _____

Title: _____

City of Garibaldi

By: _____

Attest: _____

Title: _____

Title: _____

Tillamook People's Utility District

By: _____ Attest: _____

Title: _____ Title: _____

Nchalem Bay Wastewater Agency

By: _____ Attest: _____

Title: _____ Title: _____

Tillamook Bay Community College

By: _____ Attest: _____

Title: _____ Title: _____

City of Tillamook

By: _____ Attest: _____

Title: _____ Title: _____

City of Bay City

By: Alvin Griffin *NO Fee At this Time* Attest: Linda Mitchell

Title: Mayor Title: City Recorder

City of Garibaldi - No Fee to be paid at this time.

By: Joel I. Johnson Attest: Rosetta E. Davis

Title: Mayor Title: Interim City Recorder

City of Rockaway Beach

By: _____

Attest: _____

Title: _____

Title: _____

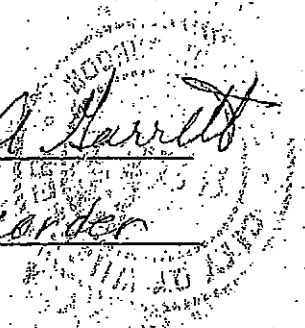
City of Wheeler

By: Steve J Burden

Attest: Patricia A. Harrell

Title: Mayor

Title: City Recorder



City of Nehalem

By: Wm Lee Dillard

Attest: C. Merlin Brown

Title: Mayor

Title: Manager/Recorder

City of Manzanita

By: _____

Attest: _____

Title: _____

Title: _____

City of Rockaway Beach

By: _____

Attest: _____

Title: _____

Title: _____

City of Wheeler

By: _____

Attest: _____

Title: _____

Title: _____

City of Nehalem

By: Wm Lee Dillard

Attest: C. Merlin Brown

Title: Mayor

Title: Manager/Recorder

City of Manzanita

By: James G. Bond

Attest: Quid P. Sigh

Title: Mayor

Title: City Manager/Recorder

**AMENDMENT #1 TO
THE INTERGOVERNMENTAL AGREEMENT CREATING
THE ECONOMIC DEVELOPMENT COUNCIL
OF TILLAMOOK COUNTY**

In compliance with the unanimous vote by those members who returned ballots for the election held in April, 1998, the following amendment to the Intergovernmental Agreement is being hereby enacted by the parties to the Intergovernmental Agreement of the Economic Development Council of Tillamook County.

The third sentence of Section II A 1 shall be amended as follows:

from:

Thereafter elections shall take place at the annual meeting and each member's term shall last three years.

to:

Thereafter elections shall take place at the annual meeting and each member's term shall last three years, beginning on July 1 and ending on June 30.

COPY

ORIGINAL

This amendment is effective on this date, June 24, 1998.

Board of County Commissioners of Tillamook County

By: Jerry A. Rose
Title: Commissioner

Attest: Mary Wupch
Title: Board Assistant

Board of Commissioners of Port of Tillamook Bay

By: Jack Madison
Title: Secretary

Attest: Janet Forstead
Title: Project Adm.

Board of Commissioners Port of Garibaldi

By: Robert Van Derhoef
Title: President

Attest: [Signature] D.C. BACORW
Title: Manager

Board of Commissioners Port of Nehalem

By: Ned Stockton
Title: PRESIDENT

Attest: Don N. Com
Title: SEC.

COMPLETED

12-22-00

Tillamook People's Utility District

By: Barbara A. Kent

Attest: Pats Filly

Title: Director

Title: Manager

Tillamook Bay Community College

By: Jenny Holley
Title: President

Attest: Mark L. Roberts
Title: DIRECTOR, ADMINISTRATION SERVICES

City of Bay City

By: James C. Cole
Title: Mayor

Attest: Linda M. Dvorak
Title: City Recorder

City of Garibaldi

By: Tom Shell
Title: Mayor

Attest: John K. ...
Title: City Administrator

City of Nehalem

By: Wm. Lee ...
Title: Mayor

Attest: Michelle ...
Title: City Manager

City of Manzanita

By: Jayce Baker
Title: MAYOR

Attest: John P. ...
Title: CITY MANAGER

City of Rockaway Beach

By: Leif ...
Title: Mayor

Attest: James L. ...
Title: City Manager

City of Wheeler

By: Steve ...
Title: Mayor

Attest: Faith ...
Title: City Recorder

ORIGINAL

AMENDMENT #2 TO
~~THE INTERGOVERNMENTAL AGREEMENT CREATING~~
THE ECONOMIC DEVELOPMENT COUNCIL
OF TILLAMOOK COUNTY

In compliance with the unanimous vote by the Executive Board at its July 20, 1999 meeting, the following Amendment to the Intergovernmental Agreement is being hereby enacted by the parties to the Intergovernmental Agreement of the Economic Development Council of Tillamook County.

Proposed change to the Intergovernmental Agreement
To Update Language and
To Designate One of the Nine Board Positions
As a County Commissioner Position

PROPOSED LANGUAGE CHANGE:

II. The EDC Executive Board

A. The Parties hereby create the Executive Board which will be governed as follows:

1. The Executive board shall be composed of nine members, one County Commissioner appointed by the Tillamook Board of County Commissioners and eight elected by parties to the agreement and private business partners, as provided in II.B.8. Elections shall take place at the annual meeting and each elected member's term shall last three years: The term of the County Commissioner shall be determined by the Tillamook Board of County Commissioners. In the event of a vacancy on the EDC Executive Board, the parties and other members shall be notified and invited to nominate a replacement. The Executive Board will consider the nominees and appoint a replacement board member to serve the remainder of the term. The board shall fill the vacancy within forty-five (45) days.

CURRENT LANGUAGE:

II. The EDC Executive Board

A. The Parties hereby create the Executive Board which will be governed as follows:

1. The Executive board shall be composed of nine members, elected by parties to the agreement and private business partners, as provided in II.B.8. Those elected board members of the Tillamook County Economic Development Committee which preceded this agreement shall remain on the EDC Executive Board until the end of their term. Thereafter elections shall take place at the annual meeting and each member's term shall last three years. Three board positions shall be elected each year. In the event of a vacancy on the EDC Executive Board, the parties and other members shall be notified and invited to nominate a replacement. The Executive Board will consider the nominees and appoint a replacement board member to serve the remainder of the term. The board shall fill the vacancy within forty-five (45) days.

This amendment is effective on this date, July 20, 1999.

Board of County Commissioners of Tillamook County

By: Paul A. Hansen Attest: Mary Weyer
Title: COMMISSION CHAIR Title: Board Assistant

Board of Commissioners of Port of Tillamook Bay

By: [Signature] Attest: Kenneth E. Beebe
Title: President Title: Sec.

Board of Commissioners Port of Garibaldi

By: Coral G. Ho Attest: Rolland Sheldon
Title: Vice-President Title: Sec.

Board of Commissioners Port of Nehalem

By: David A. Strickland Attest: Don H. Corn
Title: President Title: SEC.

Tillamook People's Utility District

By: Peter Folly Attest: _____
Title: _____ Title: _____

Tillamook Bay Community College

By: Jerry Holby Attest: Mark L. Lybo
Title: President Title: DIRECTOR, ADMIN. SERVICES

City of Bay City

By: James A. Cole Attest: Linda M. Drorak
Title: Mayor Title: City Recorder

City of Garibaldi

By: [Signature]

Title: Mayor

Attest: [Signature]

Title: City Administrator

City of Nehalem

By: [Signature]

Title: Mayor

Attest: [Signature]

Title: City Manager

City of Manzanita

By: [Signature]

Title: MAYOR

Attest: [Signature]

Title: CITY MANAGER

City of Rockaway Beach

By: [Signature]

Title: Mayor

Attest: _____

Title: _____

City of Wheeler

By: [Signature]

Title: Mayor

Attest: [Signature]

Title: City Recorder