

WAHKIAKUM COUNTY ORDINANCE NO. 173-26

**AN ORDINANCE AUTHORIZING THE CREATION OF THE UPPER GRAYS RIVER
COMMUNITY FOREST, A PUBLIC DEVELOPMENT AUTHORITY**

WHEREAS, Wahkiakum County is authorized to establish and charter one or more public development authorities pursuant to Chapter 35.21.730 through 35.21.755 RCW; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements for the joint undertaking of certain projects as provided therein, and

WHEREAS, the Wahkiakum County Board of Commissioners finds that the establishment of a public development authority in conjunction with Pacific County pursuant to an interlocal agreement for the purpose of acquiring and managing a community forest will provide economic, environmental and community benefits to the public; and

WHEREAS, the Wahkiakum County Board of Commissioners finds that the character and duration of the public development authority hereby created is reasonably necessary for the activities or functions to be performed; and

NOW, THEREFORE, IN ACCORDANCE WITH CHAPTER 35.21.730 THROUGH 35.21.755 RCW IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS, WAHKIAKUM COUNTY, WASHINGTON, AS FOLLOWS:

SECTION 1 – DEFINITIONS

As used herein, the term:

- A. “Board of Directors” or “Board” means the governing body vested with the management of the affairs of the Public Development Authority.
- B. “Charter” means the articles of organization of the Public Development Authority adopted by this chapter and all subsequent amendments thereto.
- C. “Clerk” means the clerk of Wahkiakum County or a person authorized to act on his or her behalf; and in the event of reorganization of the office of clerk, the successor official performing such duties or a person authorized to act on his or her behalf.
- D. “Commissioners” means the Board of Commissioners of Wahkiakum County.
- E. “County” means Wahkiakum County.
- F. “Public Development Authority” or “Authority” means the Upper Grays River Community Forest, a public development authority, created under this chapter.

SECTION 2 – CREATION OF PUBLIC DEVELOPMENT AUTHORITY

- A. Creation of Public Development Authority. As authorized under Chapter 35.21.730 through 35.21.755 RCW, a public development authority is hereby created, with powers and limitations as set forth in its Charter and this chapter, for the acquisition, ownership, maintenance, harvest, and management of a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public, and to perform any other function authorized by law and the charter of the public development authority.
- B. County Liability Limited. The Public Development Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Public Development Authority shall be satisfied exclusively from the assets and credit of the public development authority; no creditor or other person shall have any recourse to the assets, credit, or services of Pacific County or Wahkiakum County on account of any debts, obligations, liabilities, acts or omissions of the Authority.

SECTION 3 – NAME

The name of the Public Development Authority shall be the Upper Grays River Community Forest, a public development authority.

SECTION 4 – ADOPTION OF INTERLOCAL AGREEMENT

The Interlocal Agreement, in the form attached as Exhibit A to the ordinance codified in this chapter, between Pacific County and Wahkiakum County is hereby approved.

SECTION 5 – CHARTER

The Charter of the Public Development Authority, in the form attached as Exhibit B to the ordinance codified in this chapter, is hereby approved. The Charter shall be issued in duplicate originals, each bearing the county seal attested by the County Clerk. One original shall be filed with the County Clerk; a duplicate original shall be provided to the Authority. The Charter shall be amended only by County ordinance adopted by a majority of the Commissioners at or after a public hearing held with notice to the Public Development Authority and Board of Directors and affording them a reasonable opportunity to be heard and present testimony, and as further set forth in the Charter.

SECTION 6 – POWERS

Except as limited by the Washington State Constitution, state statute, this chapter, or the Charter of the Public Development Authority, the Public Development Authority shall have and may exercise all lawful powers necessary or convenient to effect the purpose for which the Public Development Authority is organized and to perform authorized functions, as provided in its Charter.

SECTION 7. EFFECT OF ISSUANCE OF CHARTER

The Public Development Authority shall commence its existence upon issuance of its Charter. Except as against the state or the county in a procedure to cancel or revoke the Charter, delivery of a duplicate original charter shall conclusively establish that the Public Development Authority has been established in compliance with the procedures of this chapter.

SECTION 8. CONSTRUCTION

The Charter shall be liberally construed so as to effectuate its purposes and the purposes of Chapter 35.21.730 through 35.21.755 RCW.

PASSED BY THE BOARD OF WAHKIAKUM COUNTY COMMISSIONERS meeting in regular session at Cathlamet, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this 13 day of January, 2026.

3 AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

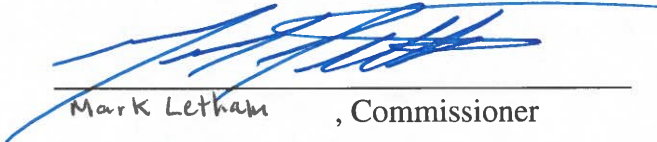
BOARD OF COUNTY COMMISSIONERS
WAHKIAKUM COUNTY, WASHINGTON



Daniel L. Cothren, Commissioner



Lee Tischer, Commissioner


Mark K. Letham, Commissioner

ATTEST:



Elizabeth Johnson, Clerk of the Board

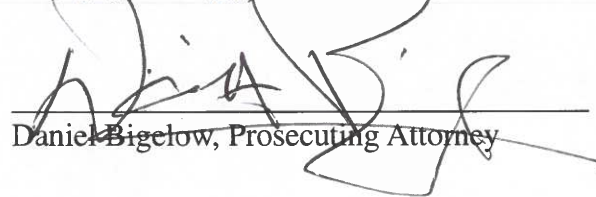

Daniel Bigelow, Prosecuting Attorney

EXHIBIT A TO WAHIAKUM COUNTY ORDINANCE NO. 173-26

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into on _____, by and between PACIFIC COUNTY, a political subdivision of the State of Washington, and WAHIAKUM COUNTY, a political subdivision of the State of Washington (referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes counties in Washington to enter into agreements for the joint undertaking of certain projects as provided therein.

WHEREAS, Pacific County and Wahkiakum County desire to form the Upper Grays River Community Forest, a public development authority, pursuant to the provisions of RCW 35.21.730 through 35.21.755 for the purpose of acquiring, owning and managing a community forest, in a location or locations within Pacific County and Wahkiakum County yet to be determined, to provide economic, environmental and community benefits to the public.

WHEREAS, financing for the acquisition and management of the community forest may come from legislative grants, private donations, timber harvest proceeds or some combination thereof.

WHEREAS, the establishment of a community forest will be of substantial benefit to Pacific County, Wahkiakum County and the public in general.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants and performances contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to authorize Pacific County and Wahkiakum County to jointly form the Upper Grays River Community Forest, a public development authority. The Upper Grays River Community Forest, a public development authority, shall have the authority to acquire, own, maintain, harvest, and manage a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

2. UPPER GRAYS RIVER COMMUNITY FOREST PUBLIC DEVELOPMENT AUTHORITY.

A. Public Development Authority. There is hereby established a public development authority pursuant to the provisions of RCW 35.21.730 through 35.21.755 to be known as the Upper Grays River Community Forest, a public development authority (the "Authority"). The Authority shall initially consist of Pacific County and Wahkiakum County.

B. Liability Limited. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority. No creditor or other person shall have any recourse to the assets, credit or services of Pacific County or Wahkiakum County on account of any debts, obligations, liabilities, acts or omissions of the Authority .

C. Contributions from the Counties. Pacific County and Wahkiakum County shall not be required to contribute any money, personnel or other assets to the Authority unless such contributions are unanimously approved by both Counties. It is the goal of the Authority to obtain funding to allow for the purchase of a community forest from legislative grants and/or private donations.

D. Budget. The Authority shall establish and maintain its own budget as provided for in the Charter.

3. **NAME.** The name of the public development authority shall be the Upper Grays River Community Forest, a public development authority.

4. **POWERS – GENERALLY.** Except as limited by the state constitution, state statute, the Charter, or other authority, the Authority shall have and may exercise all lawful powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized functions, as provided in the Charter.

5. **CHARTER AND AMENDMENTS.** The Charter of the Authority (the “Charter”), attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved. The Charter shall be issued in duplicate originals. Pursuant to RCW 39.34.040, one original shall be filed with the Pacific County Auditor and the duplicate original shall be filed with the Wahkiakum County Auditor. Amendments to the Charter may be initiated by the Authority Board or by the Pacific County Commission or the Wahkiakum County Commission. All amendments to the Charter, regardless of how initiated, shall not become effective unless approved as provided in the Charter and approved by ordinances from the Pacific County Commission and Wahkiakum County Commission.

6. **COMMENCEMENT OF EXISTENCE.** The Authority shall commence its existence effective upon fulfillment of both of the following conditions:

A. The Pacific County Board of Commissioners and Wahkiakum County Board of Commissioners have each passed an ordinance approving this Agreement, the Charter, and the creation of the Authority; and

B. The Charter shall have been executed and on file with the Pacific County Auditor and Wahkiakum County Auditor.

7. **TERM.** The term of this Agreement shall be perpetual until terminated as set forth in Paragraph 8 below.

8. **TERMINATION.** This Agreement may be terminated as provided in Article XI of the Charter. Upon termination of this Agreement, dissolution of the Authority shall be accomplished as provided in the Charter, and shall not take effect until proper provision has been made for disposition of all the Authority's assets, if any.

9. **SEVERABILITY.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10. **HOLD HARMLESS.** Pacific County and Wahkiakum County shall defend, indemnify and hold one another harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, injuries, or cost, of whatsoever kind or nature, related to that party's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of both Counties, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further that nothing herein shall require either County to hold harmless or defend the other County from any claims arising from that County's sole negligence.

11. **NO THIRD PARTY BENEFICIARY.** This Agreement shall be solely for the benefit of the parties hereto and no other person shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

12. **CONSTRUCTION.** This Agreement shall be governed by the laws of the State of Washington and shall be liberally construed so as to effectuate its purposes under RCW 35.21.730 through RCW 35.21.755.

13. **AMENDMENT.** This Agreement may only be amended in writing and upon prior approval and execution by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners.

14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

Pacific County Commissioners
PO Box 187
South Bend, WA 98586

Wahkiakum County Commissioners
PO Box 586
Cathlamet, WA 98612

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken

together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

16. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

IN WITNESS WHEREOF, Pacific County and Wahkiakum County have caused this Agreement to be executed effective as of the date first set forth above.

PACIFIC COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Jerry Doyle

[Ordinance Exhibit, Signature Not Required]

Lisa Olsen

[Ordinance Exhibit, Signature Not Required]

David Tobin

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Daniel L. Cothren

[Ordinance Exhibit, Signature Not Required]

Gene Strong

EXHIBIT B TO WAHKIAKUM COUNTY ORDINANCE NO. 173-26

**CHARTER
OF
THE UPPER GRAYS RIVER COMMUNITY FOREST
A PUBLIC DEVELOPMENT AUTHORITY**

ARTICLE I
Name and Seal

Section 1.01 Name. The name of this authority shall be the Upper Grays River Community Forest, a public development authority (the "Community Forest").

Section 1.02 Seal. The Community Forest's seal shall be a circle with the name "Upper Grays River Community Forest" inscribed therein.

ARTICLE II
Authority and Limit on Liability

Section 2.01 Authority. The Community Forest is a public authority organized pursuant to RCW 35.21.730-.757, as amended (the "Act"), the Interlocal Agreement between Pacific County and Wahkiakum County dated ____ (the "Interlocal Agreement"), and Ordinance No. ____ of Pacific County, Washington, and Ordinance No. ____ of Wahkiakum County, Washington (the "Ordinances").

Section 2.02 Limit on Liability. All liabilities incurred by the Community Forest shall be satisfied exclusively from the assets, credit, and properties of the Community Forest, and no creditor or other person shall have any right of action against or recourse to Pacific County or Wahkiakum County, or their assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Community Forest.

Section 2.03 Mandatory Disclaimer. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Community Forest:

The Upper Grays River Community Forest is a public authority organized pursuant to Ordinance No. ____ of Pacific County, Washington, and Ordinance No. 173-26 of Wahkiakum County, Washington and the laws of the State of Washington, RCW 35.21.703 through RCW 35.21.757. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city or county creating such corporation,

commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority."

ARTICLE III

Duration

The duration of the Community Forest shall be perpetual except as provided in the Ordinances.

ARTICLE IV

Purpose

The purpose of the Community Forest is to provide a legal entity organized under the Act and the Ordinances, to undertake, assist with and otherwise facilitate the acquisition, ownership, maintenance, harvest, and management of a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Community Forest, the Community Forest constitutes an authority and instrumentality of Pacific County and Wahkiakum County (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.01 Powers. The Community Forest shall have and may exercise all lawful powers conferred by state laws, the Ordinances, and this Charter. The Community Forest in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the Ordinances.

Section 5.02 Indemnification. To the extent permitted by law, the Community Forest shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Community Forest, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Community Forest, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Community Forest's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his or her conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Community Forest may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.01 Board Composition. Management of all Community Forest affairs shall reside in the Board of Directors. The Board of Directors shall be composed of six (6) members consisting of two (2) persons appointed by Pacific County, two (2) persons appointed by Wahkiakum County, and two (2) persons appointed by Columbia Land Trust, which is hereby granted such authority. One member appointed by each County must be a current County Commissioner at the time of appointment and for the duration of their term of office on the Board of Directors, and if such County Commissioner ceases to be a County Commissioner during the term of office on the Board of Directors, then their appointment term shall automatically terminate, in which event the applicable County shall fill the vacancy with another County Commissioner

Section 6.02 Terms of Office. Each Director shall be appointed to serve for a four-year term. Each Director shall continue to serve until his or her successor has been appointed and qualified.

Section 6.03 Annual Board Meetings. The Board of Directors shall hold an annual meeting on the first Tuesday in March of each year. Unless specified otherwise, the annual meetings shall be held at the Wahkiakum County Courthouse, Third Floor Commissioners' Meeting Room, 64 Main Street, Cathlamet, Washington 98612 commencing at 1:00 p.m.

Section 6.04 Special Board Meetings. A special meeting of the Board of Directors may be held at any time and place whenever called by the President or a majority of the members of the Board of Directors.

Section 6.05 Notice of Board Meetings. Notice of all meetings of the Board shall be given by the Secretary or by the person or persons calling the meeting in compliance with the requirements of the Open Public Meetings Act, Chapter 42.30 RCW

Section 6.06 Waiver of Notice. Notice as provided in Section 6.05 may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Community Forest a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. Notice concerning proposed amendments to the Charter and votes on such amendments may not be waived.

Section 6.07 Quorum. A quorum for any regular or special meeting must (1) include at least one Board member appointed by each of the three parties listed in Section 6.01; and (2) no less than four (4) members of the Board of Directors. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

Section 6.08 Board Actions. Except as provided in Sections 9.02 and 9.03 below, actions by the Board shall require an affirmative vote of a majority of the Board members voting on the issue.

Section 6.09 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Board member to be heard, the Board by unanimous vote of the other Board members may remove any Board member whenever in its judgment the best interest of the Community Forest will be served thereby. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the removed Board member.

Section 6.10 Resignation. Any Board member may resign at any time by delivering written notice to the Secretary at any meeting of the Board of Directors or by electronic transmission (including email). The Secretary shall in turn notify each member of the Board of Directors. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the resigned Board member. In addition, Columbia Land Trust may, at any time and for any reason, (i) relinquish the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11, by providing written notice to the Board; or (ii) with the both Counties' prior written approval, delegate the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11.

ARTICLE VII

Officers and Committees

Section 7.01 Election, Qualifications and Term of Office. The President, Vice President, Secretary and Treasurer, and any other offices hereinafter created, shall be referred to as "Elected Offices." The holders of Elected Offices (the "Elected Officers") shall be elected by the Board at the first regular meeting of each year (with the exception of the Secretary as provided in Section 7.02(C) below) for a one-year term, and each Elected Officer shall hold office during said one (1) year term and until his or her successor is elected. The first Elected Officers of the Board shall be elected by the Board at its organizational meeting or as soon as practicable following the Board's creation of such Elected Office. All Elected Officers other than the Secretary must be members of the Board of Directors.

Section 7.02 Powers and Duties.

A. President. The President shall be the chief executive officer of the Community Forest and shall have general supervision over the business of the Community Forest, subject, however to the control of the Board of Directors. The President shall preside at all meeting of the Board of Directors. The President may sign and execute, in the name of the authority, deeds, mortgages, leases, bonds, contracts and other instruments duly authorized by the Board of Directors, and generally shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to such office by the Board of Directors.

B. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President. In addition, the Vice President shall perform such other duties and have such other powers as the Board of Directors shall designate and the Vice President shall assist the President in all other respects.

C. Secretary. The Secretary position may be held by the Clerk of the Wahkiakum Board of County Commissioners or Pacific Board of County Commissioners and shall perform the following duties:

1. Certify and keep at the office of the Community Forest, or at such other place as the Board of Directors may order, the original or a copy of the Bylaws, as amended or otherwise altered.

2. Keep at the office of the Community Forest, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the Directors and of the resolutions of the Board, recording therein the time and place holding such meetings, whether regular or special, and if special how authorized, the notice thereof given, and the proceedings thereat.

3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

4. Be custodian of the records and seal of the Community Forest.

5. Exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Directors of the Community Forest.

6. Perform such other duties as may be assigned to such office by the Board of Directors or the President.

D. Treasurer. The Treasurer shall:

1. Oversee receipt and custody of all funds of the Community Forest and ensure that such funds are disbursed only as directed by the Board of Directors.

2. Ensuring that all disbursements shall require two signatures.

3. Perform all duties incident to the office of the Chief Financial Officer.

4. Oversee preparation of an annual budget to be distributed to each member of the Board of Directors for discussion and approval at the annual meeting.

5. In general, perform such other duties as may from time to time be assigned to such office by the Board of Directors or the President.

6. Ensuring the audit before payment of all claims presented by persons furnishing materials, rendering services, performing labor, or for any other contractual purpose.

7. The Board may require the Treasurer to file with the Community Forest a fidelity bond in an amount determined by the Community Forest to be adequate and appropriate.

Section 7.03 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Elected Officer to be heard, the Board by an affirmative vote of a majority of the whole Board may remove any Elected Officer from his or her office whenever in its judgment the best interest of the Community Forest will be served thereby.

Section 7.04 Vacancies. The Board shall fill any Elected Office which becomes vacant with a successor who shall hold office for the un-expired term and until his or her successor shall have been duly elected and qualified.

Section 7.05 Advisory Committees. The Board may from time to time establish advisory committees to report on possible projects or activities and shall fill such committees by appointment of suitable persons.

Section 7.06 Division of Duties. The same person shall not occupy both the office of President and any office responsible for the custody of funds and maintenance of accounts and finances. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by ordinance, and shall have stewardship for management and determination of all corporate affairs.

ARTICLE VIII

Administrative Provisions

Section 8.01 Books and Records. The Community Forest shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees.

Section 8.02 Indemnification of Board Members. The Community Forest elects to defend and indemnify its present and former officials and their successors, spouses and marital communities to the full extent authorized by the Charter. In addition, the right of indemnification shall inure to each Board member or officer and his or her spouse and marital communities upon his or her appointment to the Board and in the event of his or her death shall extend to his or her heirs, legal representatives and estate. Each person who shall act as a Board member or officer of the Community Forest shall be deemed to do so in reliance upon such indemnification and such rights shall not be exclusive of any other right which he or she may have.

Section 8.03 Principal Office. The initial principal office of the Community Forest shall be at the Wahkiakum County Courthouse, 64 Main Street, Third Floor, P.O. Box 586, Cathlamet, Washington 98612, or such other place as hereinafter designated.

ARTICLE IX

Amendments to Charter

Section 9.1 Proposals to Amend Charter.

A. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

B. Any Board member may introduce a proposed amendment to the Charter at any regular meeting or at any special meeting for which fourteen (14) days advance written notice has been given to members of the Board.

Section 9.2 Vote Required for Amendments to Charter. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes, including at least one Board member appointed by each of Pacific County, Wahkiakum County and Columbia Land Trust. Amendments to the following sections of this Charter shall require a unanimous vote of all members of the Board: Article IV ("Purpose"); Section 6.01 ("Board Composition"); Section 6.07 ("Quorum"); Section 6.08 ("Removal"); Section 9.2 ("Vote Required for Amendments to Charter"); Section 9.3 ("Approval of Proposed Charter Amendments"); and Article XI ("Dissolution").

Section 9.3 Approval of Proposed Charter Amendments. Proposed Charter amendments adopted by the Board shall be submitted to the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners and the Board of Directors of Columbia Land Trust for approval. The Community Forest's Charter may be amended only by ordinance as approved by all of the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners, and the Columbia Land Trust Board of Directors.

ARTICLE X

Commencement

The Community Forest shall commence its existence effective upon the issuance of this Charter as signed and attested by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners, and by the Executive Director of Columbia Land Trust.

ARTICLE XI
Dissolution

11.01 Termination by Both Counties. If both Counties determine that dissolution of the Community Forest is warranted for any reason, the existence of the Community Forest shall be terminated by ordinance as approved by each of the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners. Dissolution of the Community Forest shall be in the form and manner required by state law, the Ordinances and the Interlocal Agreement and shall not take effect until proper provision has been made for disposition of all Community Forest assets, if any. Upon dissolution, all real property acquired by the Community Forest shall be (i) disposed of in compliance with all binding agreements governing such real property, including (without limitation) deed restrictions, covenants, reversionary interests, rights of reverter and other encumbrances on title to such real property, and (ii) transferred subject to a deed restriction or covenant requiring that the real property shall perpetually be used as forestland and open to public, subject to enforcement by either County or Columbia Land Trust. Columbia Land Trust is hereby granted the right of first offer and a right of first refusal to accept title to the Community Forest real property upon its dissolution. Any proceeds from the disposition of the Community Forest real or personal property upon the dissolution of the Community Forest shall be divided equally between the Counties.

11.02 Withdrawal by One County. Either County may withdraw its membership and terminate its participation in the Community Forest by providing written notice and serving that notice on the other County on or before December 31 in any one year. After providing appropriate notice as provided in this Section, that County's membership withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to the other County. If a County withdraws its membership in the Community Forest, the withdrawing County will forfeit any and all rights it may have to the Community Forest's real or personal property, or any other ownership in the Community Forest, unless otherwise provided by the Board.

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Daniel L. Cothren

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Gene Strong

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Daniel Cothren

[Ordinance Exhibit, Signature Not Required]

Gene Strong

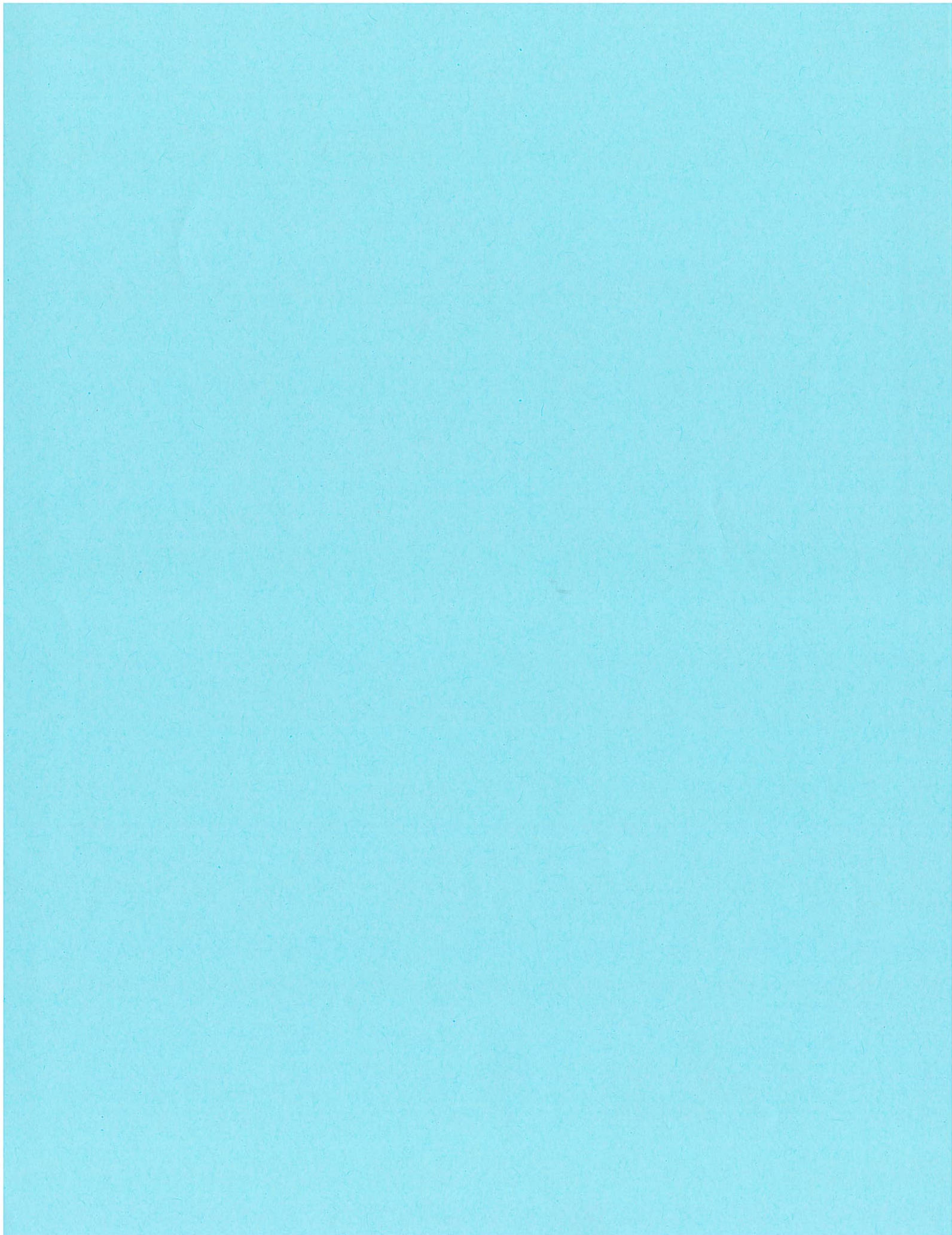
COLUMBIA LAND TRUST

[Ordinance Exhibit, Signature Not Required]

By: _____

Name: _____

Title: _____



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into on _____, by and between PACIFIC COUNTY, a political subdivision of the State of Washington, and WAHKIAKUM COUNTY, a political subdivision of the State of Washington (referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes counties in Washington to enter into agreements for the joint undertaking of certain projects as provided therein.

WHEREAS, Pacific County and Wahkiakum County desire to form the Upper Grays River Community Forest, a public development authority, pursuant to the provisions of RCW 35.21.730 through 35.21.755 for the purpose of acquiring, owning and managing a community forest, in a location or locations within Pacific County and Wahkiakum County yet to be determined, to provide economic, environmental and community benefits to the public.

WHEREAS, financing for the acquisition and management of the community forest may come from legislative grants, private donations, timber harvest proceeds or some combination thereof.

WHEREAS, the establishment of a community forest will be of substantial benefit to Pacific County, Wahkiakum County and the public in general.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants and performances contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to authorize Pacific County and Wahkiakum County to jointly form the Upper Grays River Community Forest, a public development authority. The Upper Grays River Community Forest, a public development authority, shall have the authority to acquire, own, maintain, harvest, and manage a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

2. **UPPER GRAYS RIVER COMMUNITY FOREST PUBLIC DEVELOPMENT AUTHORITY.**

A. Public Development Authority. There is hereby established a public development authority pursuant to the provisions of RCW 35.21.730 through 35.21.755 to be known as the Upper Grays River Community Forest, a public development authority (the "Authority"). The Authority shall initially consist of Pacific County and Wahkiakum County.

B. Liability Limited. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority. No creditor or other person shall have any recourse to the assets, credit or services of Pacific County or Wahkiakum County on account of any debts, obligations, liabilities, acts or omissions of the Authority .

C. Contributions from the Counties. Pacific County and Wahkiakum County shall not be required to contribute any money, personnel or other assets to the Authority unless such contributions are unanimously approved by both Counties. It is the goal of the Authority to obtain funding to allow for the purchase of a community forest from legislative grants and/or private donations.

D. Budget. The Authority shall establish and maintain its own budget as provided for in the Charter.

3. **NAME.** The name of the public development authority shall be the Upper Grays River Community Forest, a public development authority.

4. **POWERS – GENERALLY.** Except as limited by the state constitution, state statute, the Charter, or other authority, the Authority shall have and may exercise all lawful powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized functions, as provided in the Charter.

5. **CHARTER AND AMENDMENTS.** The Charter of the Authority (the “Charter”), attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved. The Charter shall be issued in duplicate originals. Pursuant to RCW 39.34.040, one original shall be filed with the Pacific County Auditor and the duplicate original shall be filed with the Wahkiakum County Auditor. Amendments to the Charter may be initiated by the Authority Board or by the Pacific County Commission or the Wahkiakum County Commission. All amendments to the Charter, regardless of how initiated, shall not become effective unless approved as provided in the Charter and approved by ordinances from the Pacific County Commission and Wahkiakum County Commission.

6. **COMMENCEMENT OF EXISTENCE.** The Authority shall commence its existence effective upon fulfillment of both of the following conditions:

A. The Pacific County Board of Commissioners and Wahkiakum County Board of Commissioners have each passed an ordinance approving this Agreement, the Charter, and the creation of the Authority; and

B. The Charter shall have been executed and on file with the Pacific County Auditor and Wahkiakum County Auditor.

7. **TERM.** The term of this Agreement shall be perpetual until terminated as set forth in Paragraph 8 below.

8. **TERMINATION.** This Agreement may be terminated as provided in Article XI of the Charter. Upon termination of this Agreement, dissolution of the Authority shall be accomplished as provided in the Charter, and shall not take effect until proper provision has been made for disposition of all the Authority's assets, if any.

9. **SEVERABILITY.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10. **HOLD HARMLESS.** Pacific County and Wahkiakum County shall defend, indemnify and hold one another harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, injuries, or cost, of whatsoever kind or nature, related to that party's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of both Counties, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further that nothing herein shall require either County to hold harmless or defend the other County from any claims arising from that County's sole negligence.

11. **NO THIRD PARTY BENEFICIARY.** This Agreement shall be solely for the benefit of the parties hereto and no other person shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

12. **CONSTRUCTION.** This Agreement shall be governed by the laws of the State of Washington and shall be liberally construed so as to effectuate its purposes under RCW 35.21.730 through RCW 35.21.755.

13. **AMENDMENT.** This Agreement may only be amended in writing and upon prior approval and execution by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners.

14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

Pacific County Commissioners
PO Box 187
South Bend, WA 98586

Wahkiakum County Commissioners
PO Box 586
Cathlamet, WA 98612

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of

this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

16. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

IN WITNESS WHEREOF, Pacific County and Wahkiakum County have caused this Agreement to be executed effective as of the date first set forth above.

PACIFIC COUNTY COMMISSIONERS

Jerry Doyle

Lisa Olsen

David Tobin

WAHKIAKUM COUNTY COMMISSIONERS



Lee Tischer

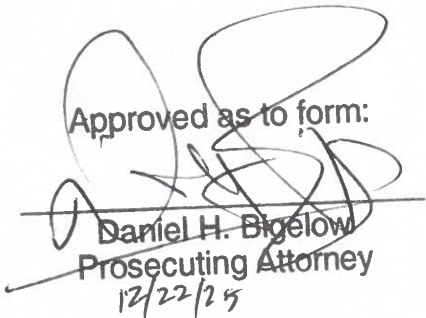


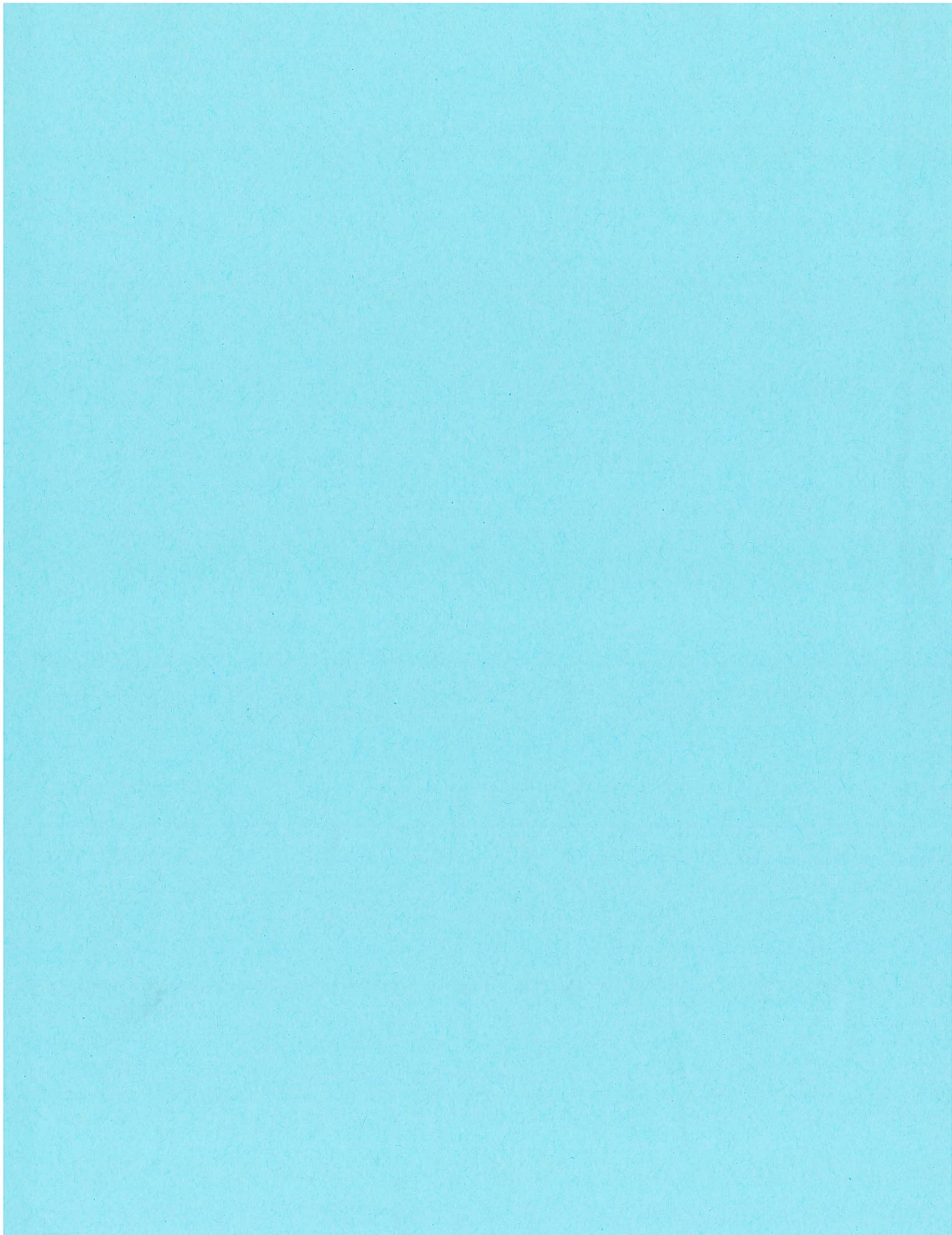
Daniel Cothren



Mark Letham

Approved as to form:


Daniel H. Bigelow
Prosecuting Attorney
12/22/25



**CHARTER
OF
THE UPPER GRAYS RIVER COMMUNITY FOREST
A PUBLIC DEVELOPMENT AUTHORITY**

**ARTICLE I
Name and Seal**

Section 1.01 Name. The name of this authority shall be the Upper Grays River Community Forest, a public development authority (the "Community Forest").

Section 1.02 Seal. The Community Forest's seal shall be a circle with the name "Upper Grays River Community Forest" inscribed therein.

**ARTICLE II
Authority and Limit on Liability**

Section 2.01 Authority. The Community Forest is a public authority organized pursuant to RCW 35.21.730-.757, as amended (the "Act"), the Interlocal Agreement between Pacific County and Wahkiakum County dated ____ (the "Interlocal Agreement"), and Ordinance No. ____ of Pacific County, Washington, and Ordinance No. 173-26 of Wahkiakum County, Washington (the "Ordinances").

Section 2.02 Limit on Liability. All liabilities incurred by the Community Forest shall be satisfied exclusively from the assets, credit, and properties of the Community Forest, and no creditor or other person shall have any right of action against or recourse to Pacific County or Wahkiakum County, or their assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Community Forest.

Section 2.03 Mandatory Disclaimer. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Community Forest:

The Upper Grays River Community Forest is a public authority organized pursuant to Ordinance No. ____ of Pacific County, Washington, and Ordinance No. 173-26 of Wahkiakum County, Washington and the laws of the State of Washington, RCW 35.21.703 through RCW 35.21.757. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city or county creating such corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority."

ARTICLE III

Duration

The duration of the Community Forest shall be perpetual except as provided in the Ordinances.

ARTICLE IV

Purpose

The purpose of the Community Forest is to provide a legal entity organized under the Act and the Ordinances, to undertake, assist with and otherwise facilitate the acquisition, ownership, maintenance, harvest, and management of a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Community Forest, the Community Forest constitutes an authority and instrumentality of Pacific County and Wahkiakum County (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.01 Powers. The Community Forest shall have and may exercise all lawful powers conferred by state laws, the Ordinances, and this Charter. The Community Forest in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the Ordinances.

Section 5.02 Indemnification. To the extent permitted by law, the Community Forest shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Community Forest, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Community Forest, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Community Forest's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his or her conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Community Forest may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.01 Board Composition. Management of all Community Forest affairs shall reside in the Board of Directors. The Board of Directors shall be composed of six (6) members consisting of two (2) persons appointed by Pacific County, two (2) persons appointed by Wahkiakum County, and two (2) persons appointed by Columbia Land Trust, which is hereby granted such authority. One member appointed by each County must be a current County Commissioner at the time of appointment and for the duration of their term of office on the Board of Directors, and if such County Commissioner ceases to be a County Commissioner during the term of office on the Board of Directors, then their appointment term shall automatically terminate, in which event the applicable County shall fill the vacancy with another County Commissioner

Section 6.02 Terms of Office. Each Director shall be appointed to serve for a four-year term. Each Director shall continue to serve until his or her successor has been appointed and qualified.

Section 6.03 Annual Board Meetings. The Board of Directors shall hold an annual meeting on the first Tuesday in March of each year. Unless specified otherwise, the annual meetings shall be held at the Wahkiakum County Courthouse, Third Floor Commissioners' Meeting Room, 64 Main Street, Cathlamet, Washington 98612 commencing at 1:00 p.m.

Section 6.04 Special Board Meetings. A special meeting of the Board of Directors may be held at any time and place whenever called by the President or a majority of the members of the Board of Directors.

Section 6.05 Notice of Board Meetings. Notice of all meetings of the Board shall be given by the Secretary or by the person or persons calling the meeting in compliance with the requirements of the Open Public Meetings Act, Chapter 42.30 RCW

Section 6.06 Waiver of Notice. Notice as provided in Section 6.05 may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Community Forest a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. Notice concerning proposed amendments to the Charter and votes on such amendments may not be waived.

Section 6.07 Quorum. A quorum for any regular or special meeting must (1) include at least one Board member appointed by each of the three parties listed in Section 6.01; and (2) no less than four (4) members of the Board of Directors. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

Section 6.08 Board Actions. Except as provided in Sections 9.02 and 9.03 below, actions by the Board shall require an affirmative vote of a majority of the Board members voting on the issue.

Section 6.09 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Board member to be heard, the Board by unanimous vote of the other Board members may remove any Board member whenever in its judgment the best interest of the Community Forest will be served thereby. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the removed Board member.

Section 6.10 Resignation. Any Board member may resign at any time by delivering written notice to the Secretary at any meeting of the Board of Directors or by electronic transmission (including email). The Secretary shall in turn notify each member of the Board of Directors. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the resigned Board member. In addition, Columbia Land Trust may, at any time and for any reason, (i) relinquish the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11, by providing written notice to the Board; or (ii) with the both Counties' prior written approval, delegate the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11.

ARTICLE VII

Officers and Committees

Section 7.01 Election, Qualifications and Term of Office. The President, Vice President, Secretary and Treasurer, and any other offices hereinafter created, shall be referred to as "Elected Offices." The holders of Elected Offices (the "Elected Officers") shall be elected by the Board at the first regular meeting of each year (with the exception of the Secretary as provided in Section 7.02(C) below) for a one-year term, and each Elected Officer shall hold office during said one (1) year term and until his or her successor is elected. The first Elected Officers of the Board shall be elected by the Board at its organizational meeting or as soon as practicable following the Board's creation of such Elected Office. All Elected Officers other than the Secretary must be members of the Board of Directors.

Section 7.02 Powers and Duties.

A. President. The President shall be the chief executive officer of the Community Forest and shall have general supervision over the business of the Community Forest, subject, however to the control of the Board of Directors. The President shall preside at all meeting of the Board of Directors. The President may sign and execute, in the name of the authority, deeds, mortgages, leases, bonds, contracts and other instruments duly authorized by the Board of Directors, and generally shall perform all duties incident

to the office of President and such other duties as may from time to time be assigned to such office by the Board of Directors.

B. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President. In addition, the Vice President shall perform such other duties and have such other powers as the Board of Directors shall designate and the Vice President shall assist the President in all other respects.

C. Secretary. The Secretary position may be held by the Clerk of the Wahkiakum Board of County Commissioners or Pacific Board of County Commissioners and shall perform the following duties:

1. Certify and keep at the office of the Community Forest, or at such other place as the Board of Directors may order, the original or a copy of the Bylaws, as amended or otherwise altered.

2. Keep at the office of the Community Forest, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the Directors and of the resolutions of the Board, recording therein the time and place holding such meetings, whether regular or special, and if special how authorized, the notice thereof given, and the proceedings thereat.

3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

4. Be custodian of the records and seal of the Community Forest.

5. Exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Directors of the Community Forest.

6. Perform such other duties as may be assigned to such office by the Board of Directors or the President.

D. Treasurer. The Treasurer shall:

1. Oversee receipt and custody of all funds of the Community Forest and ensure that such funds are disbursed only as directed by the Board of Directors.

2. Ensuring that all disbursements shall require two signatures.

3. Perform all duties incident to the office of the Chief Financial Officer.

4. Oversee preparation of an annual budget to be distributed to each member of the Board of Directors for discussion and approval at the annual meeting.

5. In general, perform such other duties as may from time to time be assigned to such office by the Board of Directors or the President.

6. Ensuring the audit before payment of all claims presented by persons furnishing materials, rendering services, performing labor, or for any other contractual purpose.

7. The Board may require the Treasurer to file with the Community Forest a fidelity bond in an amount determined by the Community Forest to be adequate and appropriate.

Section 7.03 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Elected Officer to be heard, the Board by an affirmative vote of a majority of the whole Board may remove any Elected Officer from his or her office whenever in its judgment the best interest of the Community Forest will be served thereby.

Section 7.04 Vacancies. The Board shall fill any Elected Office which becomes vacant with a successor who shall hold office for the un-expired term and until his or her successor shall have been duly elected and qualified.

Section 7.05 Advisory Committees. The Board may from time to time establish advisory committees to report on possible projects or activities and shall fill such committees by appointment of suitable persons.

Section 7.06 Division of Duties. The same person shall not occupy both the office of President and any office responsible for the custody of funds and maintenance of accounts and finances. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by ordinance, and shall have stewardship for management and determination of all corporate affairs.

ARTICLE VIII

Administrative Provisions

Section 8.01 Books and Records. The Community Forest shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees.

Section 8.02 Indemnification of Board Members. The Community Forest elects to defend and indemnify its present and former officials and their successors, spouses and marital communities to the full extent authorized by the Charter. In addition, the right of indemnification shall inure to each Board member or officer and his or her spouse and marital communities upon his or her appointment to the Board and in the event of his or her death shall extend to his or her heirs, legal representatives and estate. Each person who shall act as a Board member or officer of the Community Forest shall be deemed to do so in reliance upon such indemnification and such rights shall not be exclusive of any other right which he or she may have.

Section 8.03 Principal Office. The initial principal office of the Community Forest shall be at the Wahkiakum County Courthouse, 64 Main Street, Third Floor, P.O. Box 586, Cathlamet, Washington 98612, or such other place as hereinafter designated.

ARTICLE IX

Amendments to Charter

Section 9.1 Proposals to Amend Charter.

A. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

B. Any Board member may introduce a proposed amendment to the Charter at any regular meeting or at any special meeting for which fourteen (14) days advance written notice has been given to members of the Board.

Section 9.2 Vote Required for Amendments to Charter. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes, including at least one Board member appointed by each of Pacific County, Wahkiakum County and Columbia Land Trust. Amendments to the following sections of this Charter shall require a unanimous vote of all members of the Board: Article IV ("Purpose"); Section 6.01 ("Board Composition"); Section 6.07 ("Quorum"); Section 6.08 ("Removal"); Section 9.2 ("Vote Required for Amendments to Charter"); Section 9.3 ("Approval of Proposed Charter Amendments"); and Article XI ("Dissolution").

Section 9.3 Approval of Proposed Charter Amendments. Proposed Charter amendments adopted by the Board shall be submitted to the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners and the Board of Directors of Columbia Land Trust for approval. The Community Forest's Charter may be amended only by ordinance as approved by all of the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners, and the Columbia Land Trust Board of Directors.

ARTICLE X

Commencement

The Community Forest shall commence its existence effective upon the issuance of this Charter as signed and attested by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners, and by the Executive Director of Columbia Land Trust.

ARTICLE XI
Dissolution

11.01 Termination by Both Counties. If both Counties determine that dissolution of the Community Forest is warranted for any reason, the existence of the Community Forest shall be terminated by ordinance as approved by each of the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners. Dissolution of the Community Forest shall be in the form and manner required by state law, the Ordinances and the Interlocal Agreement and shall not take effect until proper provision has been made for disposition of all Community Forest assets, if any. Upon dissolution, all real property acquired by the Community Forest shall be (i) disposed of in compliance with all binding agreements governing such real property, including (without limitation) deed restrictions, covenants, reversionary interests, rights of reverter and other encumbrances on title to such real property, and (ii) transferred subject to a deed restriction or covenant requiring that the real property shall perpetually be used as forestland and open to public, subject to enforcement by either County or Columbia Land Trust. Columbia Land Trust is hereby granted the right of first offer and a right of first refusal to accept title to the Community Forest real property upon its dissolution. Any proceeds from the disposition of the Community Forest real or personal property upon the dissolution of the Community Forest shall be divided equally between the Counties.

11.02 Withdrawal by One County. Either County may withdraw its membership and terminate its participation in the Community Forest by providing written notice and serving that notice on the other County on or before December 31 in any one year. After providing appropriate notice as provided in this Section, that County's membership withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to the other County. If a County withdraws its membership in the Community Forest, the withdrawing County will forfeit any and all rights it may have to the Community Forest's real or personal property, or any other ownership in the Community Forest, unless otherwise provided by the Board.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Charter to be executed effective as of the date set forth below.

DATED: _____.

PACIFIC COUNTY COMMISSIONERS

Jerry Doyle

Lisa Olsen

David Tobin

WAHKIAKUM COUNTY COMMISSIONERS



Lee Tischer



Daniel Cothren



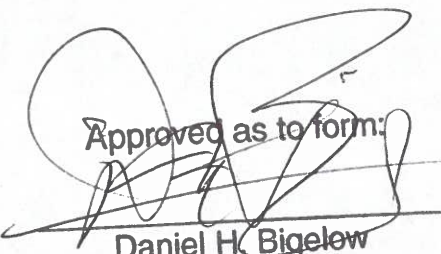
Mark Letham

COLUMBIA LAND TRUST

By: _____

Name: _____

Title: _____


Approved as to form:
Daniel H. Bigelow
Prosecuting Attorney
12/22/25