

**INTERLOCAL AGREEMENT
FOR
OPERATION, MAINTENANCE AND PARTICIPATION
IN
COWLITZ COUNTY COMMUNICATIONS CENTER**

BACKGROUND

Prior to 1991, the City of Longview owned, operated and managed a communications center, housed in the Cowlitz County Hall of Justice, for the purpose of receiving and transmitting emergency and other information by radio, telephone and other means. As this communications center developed, it became more widely used, more emergency agencies became participants in the center, and its means of communication became more sophisticated and modern. In 1991, the ownership, operation and management of the communications center was transferred to and became an agency and department of Cowlitz County, Washington.

Since 1991, Cowlitz County has owned, operated and maintained said communications center for the purpose of serving the needs of the general public as well as fire, police, medical emergency and other governmental services throughout the geographic area of the county, and beyond. This center is designed to receive information by telephone, radio, and computer (electronic) and to transmit information by the same means. The service rendered by this center is of great value to the general public, enabling a single "9-1-1" call to be made for any perceived emergency need from any location throughout the area of the county. This service is also of importance to all emergency and governmental agencies, enabling them to receive prompt notification of emergency situations; details regarding the nature of such situations; the locations and the quickest routes to such locations; and to provide for the dispatch of appropriate emergency or police response agencies and personnel in the most efficient manner.

Each of the parties to this agreement performs unique or specialized emergency or law enforcement services within a specific geographic area of the county, and each agency has become dependent upon the communications center for the dispatch of personnel and emergency equipment. The needs of members of the public are all different, and the responses to such needs by emergency response agencies or law enforcement agencies and/or personnel of such agencies, should be identified and determined by qualified personnel of the communications center as they receive such communications from the general public. Prompt notification and/or dispatch of appropriate emergency response agencies or law enforcement agencies, to the site of such

emergencies is in the best interest of and serves the general health, welfare and safety of the general public. It is in the public interest that the Cowlitz County Communications Center continue to operate as a single common recipient of notification of emergencies and calls for assistance, aid, and help from the general public, and as a dispatching center in response to such notifications.

PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent operation of the Cowlitz Communications Center that the individual, specific, and special needs of each of the parties hereto be considered and that their unique and specialized services be used in a manner that best responds to the emergency needs of the general public. It is also necessary that the cost of operation and maintenance of the center be shared in a fair and equitable manner by all of the parties hereto.

In order to accomplish these purposes, it is intent of this agreement to provide for the following:

1. The general responsibility for the ownership, operation, maintenance, repair, replacement, training and education, and financial management of the Cowlitz Communications Center (CCC) shall be vested in the Cowlitz County Board of Commissioners (BOCC).
2. The day-to-day management and operation of the CCC shall be under the supervision of and conducted by a Center Director, who shall be an employee of the county, and who shall be subject to all of the personnel rules of the county.
3. There shall be established, as provided in this agreement, a "9-1-1 Council", the duties, responsibilities and membership of which shall be as provided herein.
4. There shall be established, as hereinafter provided, an "E-Board", the duties, responsibilities and membership of which shall be as provided herein.
5. There shall be established, as hereinafter provided, two "User Committees" designated as the Fire Service User Committee and the Law Enforcement Service User Committee, the

duties, responsibilities and membership of each of which shall be as provided herein.

6. Contributions to the cost and expense of the operation, maintenance, repair and replacement, and all other related costs and expenses of the CCC, shall be divided and paid by each of the parties hereto in the amounts and in the manner provided herein, and annual budgets with respect to the CCC shall be prepared, approved and followed as provided in this agreement.
7. Withdrawal from this agreement and from participation in the CCC by a party hereto shall only be as provided in this agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and in consideration of the obligations of the other parties here, each of the parties hereto here promises and agrees as follows:

1. IDENTIFICATION OF PARTIES TO THIS AGREEMENT:

- (A) Cowlitz County, Washington, is acknowledged as the primary party to this agreement, because it owns, operates, manages, and houses the CCC, and because it is also a recipient of dispatch and communications services of the CCC through the Cowlitz County Sheriff's office.
- (B) The Cities of Longview, Kelso, Castle Rock, Kalama, and Woodland are acknowledged as parties to this agreement, because they are the recipients of dispatch and communications services through their respective Police, Fire, Emergency Medical Aid services and departments.
- (C) Cowlitz County Rural Fire Districts 1, 3, 4, 5 and 6, Cowlitz 2 Fire and Rescue, and Clark County Rural Fire District 2, are acknowledged as parties to this agreement, because they are the recipients of dispatch and communications services in connection with Fire, Emergency Medical services and other emergencies.
- (D) Other governmental agencies providing emergency services and requiring dispatch and communications services, and

privately owned and operated emergency service providers desiring dispatch and communications services, may be permitted to become parties to this agreement upon such terms and conditions as shall be prescribed by the 9-1-1 Council and the E-Board.

2. 9-1-1 COUNCIL:

(A) Membership:

(1) Voting members:

The 9-1-1 Council membership shall be comprised of one representative from each party to this agreement, and such representative shall be an elected official of such party, and shall be designated in writing as the representative of such party. In addition, each party may designate an alternate representative who shall act as a voting member of the 9-1-1 Council in the absence of the principal representative, and who shall also be an elected official of such party. Each party's principal or alternative representative shall have one vote on all matters to come before the 9-1-1 Council, and a quorum consisting of a majority of the voting members of the 9-1-1 Council shall be necessary to conduct business or take action.

(2) Ex-Officio (non-voting) members:

The Center Director, one fire chief selected from among all of the fire departments, and one law enforcement chief officer selected from among all of the law enforcement or police departments shall serve as ex-officio (non-voting) members of the 9-1-1 Council.

(B) Responsibility and Authority:

The 9-1-1 council shall have the responsibility for and the authority to do and perform the following:

- (1) Establish the mission and goals of the CCC.**
- (2) Review performance relative to the implementation of the CCC's policies and its budget.**

- (3) Conduct an annual public hearing, during the month of September with respect to the annual budget of the CCC, and review, approve, amend or modify, and forward a final budget to the BOCC on or before the last day of the month of September.
- (4) Consider and resolve questions and issues presented to the 9-1-1 Council by the E-Board.

(C) Meetings of the 9-1-1 Council:

- (1) Regular meetings of the 9-1-1 Council shall be held semi-annually at such time and place as determined by the Chair. Special meetings may be called by the Chair as needed or desired, and shall be called within 72 hours after a request to do so by the E-Board. Not less than 24 hours' written or electronic notice of all meetings shall be given to all representatives and alternate representatives of the time and place of all meetings, and in accordance with RCW 42.30.
- (2) All motions presented for approval shall require an affirmative vote of 2/3 of the members voting.

(D) Officers of the 9-1-1 Council shall consist of a chairperson and a vice chair person to act in the absence of the chairperson, each of whom must be a voting member. A staff person of the CCC shall be designated by the Center Director to serve as secretary of the 9-1-1 Council to take and record minutes of all meetings and to give notices as directed by the chairperson.

3. EXECUTIVE BOARD ("E-Board"):

(A) Membership:

(1) Voting members:

The Executive Board ("E-Board") shall be comprised of the City Manager of the City of Longview, the City Manager of the City of Kelso, one Cowlitz County Commissioner (or the County Manager or County Administrator of Cowlitz County), and one Fire District Commissioner, selected by and from all

of the Fire District Fire Commissioners which are parties to this agreement. Three members of the E-Board shall constitute a quorum.

(2) Ex-Officio (non-voting) members:

The Center Director, one fire chief selected from among all of the fire departments, and one law enforcement chief officer selected from among all of the law enforcement or police departments shall serve as ex-officio (non-voting) members of the E-Board.

(B) Responsibility and Authority:

The E-Board shall have the responsibility for and the authority to do and perform the following:

- (1) Development and oversight of the "User Structure" of the CCC.
- (2) Hiring and termination of the Center Director, with the assistance of the Cowlitz County Personnel Department.
- (3) Supervision of the Center Director.
- (4) Conducting an annual performance review of the Center Director with the assistance of the Cowlitz County Personnel Department.
- (5) Implementation of the mission, goals and budget as adopted by the 9-1-1 Council.
- (6) Providing direction to the Center Director in the development of annual operating and capital budgets.
- (7) Monitoring of revenues and expenses in relation to the approved annual budget.
- (8) Review of contracts with persons, firms and corporations, or any agencies of government, as necessary or desirable to acquire goods or services for the operation of the CCC, provided that all procurements shall conform to Cowlitz County's purchasing policies.

- (9) Receipt of reports from the Center Director regarding "User Committee" recommendations and authorization of implementation, modification, or denial of such recommendations as appropriate. All responses to "User Committee" recommendations shall be in writing.
- (10) Provide direction to the Center Director in the development of User policies regarding the delivery of service and the approval of such policies.
- (11) The E-Board shall respond promptly to all concerns expressed by parties to this agreement and presented to the E-Board.
- (12) The E-Board shall mediate disputes between the CCC and any party to this agreement. In the event that such mediation should not resolve the dispute, the E-Board shall refer the dispute to the 9-1-1 Council for its resolution.
- (13) The E-Board may create such temporary advisory committees, as it shall require, to investigate and make recommendations regarding special issues. The membership and responsibilities of such committees shall be as determined by the E-Board.

(C) Meetings of the E-Board:

- (1) Regular meetings of the E-Board shall be held monthly at such time and place as determined by the E-Board. Special meetings may be called by the Chair as needed or desired, and shall be called within 72 hours after a request to do so by two or more members of the E-Board.
- (2) All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the E-Board.

- (D) Officers of the E-Board shall consist of a chairperson and a vice chair person to act in the absence of the chairperson, each of whom must be a voting member. A staff person of the CCC shall be designated by the Center Director to serve as secretary of the E-Board to take and record minutes of all meetings and to give notices as directed by the chairperson.

4. USER COMMITTEES:

(A) There shall be created a Combined User Committee, together with a Fire Service User Subcommittee and a Law Enforcement User Subcommittee. The Combined User Committee shall consist of an equal number of representatives appointed by each of the said Subcommittees. It shall be the function and duty of the Combined User Committee to act upon the recommendations of the User Subcommittees as described below. Where approved by majority vote of the Combined User Committee, such recommendations shall be submitted to the Center Director and/or E-Board, as appropriate. Both User Subcommittees shall be similarly structured, and the Chair of each of such User Subcommittees shall serve as the ex-officio member of the 9-1-1 Council and the E-Board, as provided above.

(B) MEMBERSHIP:

(1) FIRE SERVICE USER SUBCOMMITTEE:

The Fire Service User Subcommittee shall be comprised of all chief officers, or their appointees, of fire departments of the parties to this agreement together with an employee of the CCC designated by the Center Director who shall be an ex-officio (non-voting) member of such committee.

(2) LAW ENFORCEMENT USER SUBCOMMITTEE:

The Law Enforcement User Subcommittee shall be comprised of all chief officers, or their appointees, of law enforcement or police departments of the parties to this agreement together with an employee of the CCC designated by the Center Director, who shall be an ex-officio (non-voting) member of such committee.

(B) MEETINGS:

Each User Subcommittee shall meet not less than once monthly at such time and place as shall be determined by the Chair of such subcommittee. Written or electronic

notices of all meetings shall be given to the appropriate members of each User Subcommittee.

A quorum consisting of a majority of the voting members of each User Subcommittee shall be necessary to conduct business or take action. Each member of a User Subcommittee, except for the ex-officio member, shall be entitled to one vote on matters before their respective User Subcommittee.

(C) USER SUBCOMMITTEE OFFICERS:

The officers of each User Subcommittee shall consist of a Chair and a Vice Chair, each of whom shall be a Chief of his or her fire department or law enforcement or police department.

(D) RESPONSIBILITY AND AUTHORITY:

Each User Subcommittee shall have the responsibility for and the authority to do and perform the following:

- (1) Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery for their respective User Service activity.
- (2) Make recommendations relative to dispatcher-staffing levels.
- (3) Make recommendations relative to service levels and performance standards. Changes in performance standards recommended by a User Subcommittee shall be submitted to the Center Director no later than August 31 in any year; such recommendations will be thereafter considered by the Center Director in the preparation of the ensuing year's budget.
- (4) Advise and assist the Center Director in the preparation of the annual budget of the CCC.
- (5) Make recommendations regarding Standard Operating Procedures that are specific to the User Subcommittee making such recommendations.

- (6) To the extent recommendations of the User Subcommittees governing dispatch operations or Standard Operating Procedures are clearly encompassed within adopted E-Board policy, they shall be implemented as soon as practicable by the Center Director.

5. CENTER DIRECTOR:

The CCC shall be managed, operated and supervised by a Center Director, employed by Cowlitz County, and subject to all of the provisions of the Cowlitz County Personnel Manual. The Center Director shall be selected on the basis of administrative and technical competence, and shall possess appropriate leadership and managerial skills and experience in technical, financial and administrative fields.

The Center Director shall work under the supervision of the E-Board.

(A) RESPONSIBILITY AND AUTHORITY:

- (1) The Center Director is responsible for the overall operation of the CCC.
- (2) The Center Director shall make monthly reports to the E-Board regarding outstanding issues from the User Committees, and the financial status of the CCC.
- (3) The Center Director shall be the administrative head of the CCC and shall be responsible for administration, budget and personnel matters.
- (4) The Center Director shall be responsible for call-answering, dispatching, records, communications, security, and other CCC functions and activities.
- (5) The Center Director shall comply with personnel policies of Cowlitz County, and shall comply with all operation policies and performance standards established by the E-Board.

- (6) The Center Director shall serve as an ex-officio member of the 9-1-1 Council and the E-Board and shall give advice and assistance when requested.
- (7) The Center Director shall designate an employee of the CCC to act as ex-officio member of the User Committees.
- (8) The Center Director shall assure that that secretarial services are provided, as needed, to the 9-1-1 Council, the E-Board and the User Committees; such services shall include recording and transcribing minutes of meetings, preparing correspondence as required, preparing and distributing notices of meetings and preparing agendas.
- (9) The Center Director shall prepare and present to the E-Board, the budget of the CCC in accordance with Cowlitz County budget timetables. Such budget shall be in a form required by Cowlitz County, and shall be based on the established service levels and performance standards provided by the User Committees and the E-Board.
- (10) The Center Director shall be responsible for hiring, promoting, disciplining and termination of all CCC personnel, subject to personnel policies of Cowlitz County.
- (11) The Center Director shall participate in collective bargaining with representatives of any certified bargaining representative of the employees of the CCC.
- (12) The Center Director shall review and evaluate any proposals from the User Committees for changes to service levels, performance standards, and/or procedures for implementation costs, benefits and liabilities, or other matters, and prepare a written report of findings. The Center Director shall forward such proposals and findings to the E-Board.
- (13) The Center Director shall prepare, revise and modify Standard Operating Procedures subject to the approval of the E-Board or a User Committee, as appropriate, prior to implementation.

- (14) The Center Director shall establish policies consistent with Cowlitz County fiscal policies for the expenditure of budgeted items for the CCC. Such policies shall be submitted to the E-Board for approval, rejection or modification.
- (15) The Center Director shall develop appropriate long-range plans, including strategic capital improvements, staffing, and other matters.

6. BUDGET PROCESS:

(A) GENERAL:

- (1) At the direction of the E-Board, the Center Director shall develop the annual operating budget of the CCC. The budget period shall be on a calendar year basis, beginning on the first day of January of each year and ending on the thirty-first day of December. The budgetary process shall be in accordance with Cowlitz County budget timetables.
- (2) The amount to be paid by each member for participation in the CCC and receipt of services of the CCC for the ensuing calendar year shall be determined in accordance with this agreement and submitted to each member not later than October 1 of each year.

(B) BUDGET COMMITTEE:

- (1) The E-Board shall act as the Budget Committee on behalf of all parties to this agreement.
- (2) The E-Board shall participate with the Center Director through all stages of the budget preparation, described below.

(C) BUDGET STAGES:

- (1) **REQUEST STAGE:** The User Committees shall work with the Center Director to determine their desired service levels and the amounts to be paid by each party hereto for the ensuing year.

- (2) PROPOSAL STAGE: The Center Director shall present a total proposed CCC budget for the ensuing year to the E-Board for their consideration and approval or modification. On or before the fifteenth day of August, the E-Board shall forward an approved budget to the 9-1-1 Council for its consideration.
- (3) APPROVAL STAGE: The 9-1-1 Council shall consider said budget and shall adopt said budget, or a modification thereof, and forward it to the BOCC on or before the first day of October.
- (4) ADOPTED STAGE: The BOCC shall adopt said budget as a part of the Cowlitz County budget for the ensuing year.
- (5) BUDGET CHANGES: In the event that there are any program changes and/or User changes, or in the event of changes in the parties to this agreement necessitating budget changes, any supplemental budget shall go the budget stages set forth herein and comply with all applicable Cowlitz County budget policies and local government budget laws and regulations.

7. FUNDING:

CCC Funding is intended to be self-sufficient. It is the intent of all of the parties to this agreement that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair and capital costs of the CCC, after the total of such costs are reduced by the amount of any and all grants, taxes or other sources of revenue other than payments by parties hereto as their proportionate share. It is acknowledged that Cowlitz County shall provide administrative services to the CCC as required. Such services include, but are not necessarily limited to: Facility space to house the CCC, personnel services, maintenance of the facility and systems, legal services, networking services, risk management, and financial services. It is the intent of the parties that the cost of such services shall be included in the CCC annual budget based upon approval of such costs by the 9-1-1 Council and that the County will thereafter be reimbursed for the provision of such services as provided in such annual budget.

Upon request of any party hereto, or of any member of the 9-1-1 Council or the E-Board, the County will provide detailed information regarding administrative services that are proposed to be charged to and included in the CCC annual budget for any year; such detail shall include the number of hours anticipated for such services and the hourly cost to the County for such services.

(A) MAINTENANCE AND OPERATION COSTS:

- (1) Costs of maintenance, operation, repair and capital costs of the CCC are to be borne by and paid from grants, "911 taxes", and payments made by the parties hereto. All of such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the CCC, subject to review during adoption of the CCC's annual budget and any supplemental budgets adopted following Cowlitz County's budget policy and local budget laws.
- (2) Any excess of revenues from grants, "911 taxes" and payments by parties hereto over expenditures in any budget (calendar) year shall be carried forward into the then ensuing year's budget.
- (3) In the event that the expenditures in any budget (calendar) year should exceed the revenues, such excess expenditures shall, insofar as lawful under the budgetary laws of the state of Washington, be carried forward into the then ensuing year's budget.
- (4) Cowlitz County shall invoice each party hereto at the beginning of each quarter (3 months) for one-fourth of such party's share of the budget of the CCC. The amount of such invoice shall be determined by dividing such party's share of the CCC's then annual budget by four; payment of such invoices shall be made within 30 days thereafter.
- (5) In the event that the annual budget of the CCC should be changed by a supplemental budget because of increased expenditures or the addition of more parties to this agreement, the annual and quarterly payments required by each of the parties hereto shall be adjusted accordingly.

- (6) Additional emergency service providers may be permitted to become parties to this agreement with the approval of the 9-1-1 Council and the E-Board. If the joinder of additional parties is so permitted, the annual share of all of the parties hereto shall be recalculated, and pro rata adjustments shall be made to any remaining payments required of the parties hereto for the calendar year in which such joinder occurred.

(B) CAPITAL CONTRIBUTIONS - RESERVE FUND:

- (1) The CCC will maintain a capital reserve fund dedicated solely to the replacement of equipment and facilities of the CCC. The annual budget of the CCC will include an amount to be placed into such fund, and all parties hereto shall pay their proportionate share thereof, based on the same formula as is applicable to their shares of the maintenance and operational costs of the CCC. Funding of the capital reserve fund shall be based on a published amortization schedule of the CCC equipment and facilities. In the event that a party hereto should terminate and withdraw from this agreement in accordance with the provisions of section 8 hereof, none of the funds paid by such party into the capital reserve fund prior to the date of any termination notice shall be refunded, however such party shall not be required to make further payments to the capital reserve fund for the remainder of that calendar year until the effective date of termination.
- (2) In the event that a party to this agreement should require the installation of equipment or the performance of special services dedicated to the sole and special use of such party, to the exclusion of the other parties hereto, such party shall bear the entire cost of such equipment, its installation, maintenance, operation and repair. Such funds shall be non-refundable even on termination of such party and/or removal of such equipment or the termination of such special services.

(C) DIVISION OF COSTS:

- (1) The costs to be divided among the parties hereto shall be the actual annual budgeted operation, maintenance and capital costs, including the capital reserve fund, of the

CCC, after deducting any grants, "911 taxes" and other revenues not constituting payments by parties hereto.

- (2) Expenses for the operations of the center shall be divided into cost centers representing major functional areas of operations, including but not limited to administration, 9-1-1 PSAP call-taking, fire dispatch and law enforcement dispatch. Such costs shall include personnel services, supplies, other services and charges, intergovernmental charges and capital costs. The ratio for the division of dispatch function personnel costs between law enforcement and fire services shall be based on the number of dedicated positions, or portions of dedicated positions for each service. For purposes of this agreement, costs allocated to administration and 9-1-1 PSAP call-taking shall be deemed "overhead costs." Revenues from sources, other than user shares, which are attributable to each cost center shall be distributed and applied against the costs in each cost center. The difference between costs and these revenues shall determine the net amount to be paid by user agencies.

The net costs for the law enforcement dispatch cost centers shall be divided by the percentage of calls for service dispatched for law agencies. The net costs for fire service dispatch shall be divided by the percentage of calls for service dispatched for fire service agencies.

Overhead costs, as described in the preceding paragraph, shall be divided 75% to law enforcement dispatch and 25% to fire services dispatch. The 75% of costs to be divided among law enforcement departments shall be divided among them by a 50/50 weighted average of population and valuation. The 25% of costs to be divided among fire service departments shall be divided among them based on valuation only.

- (3) The ratio set forth in this section and the method of dividing costs between law enforcement and fire services shall not be modified or changed in any manner, except by amendment of this agreement in the manner provided below.

- (4) The annual budget of the CCC will set forth the cost shares of each of the parties hereto for the ensuing year, and copies thereof shall be delivered or otherwise promptly sent to the chief executive officer of each of the parties hereto not later than October 1 of each year. By way of illustration, the anticipated budget for calendar year 2000, and cost shares for the parties determined pursuant to the above-described formula, is attached hereto as Exhibit A.

8. WITHDRAWAL OF PARTY:

(A) BY PARTY OTHER THAN COUNTY:

Upon the giving of a written notice thereof to all of the parties to this agreement prior to April 1, any of the parties hereto, except the County, may withdraw from this agreement at the end of any calendar year. After April 1 and the giving of such notice, the withdrawing party shall not be required to make further contributions to the Capital Reserve Fund, but shall make all other payments for the remainder of the year and until the effective date of such withdrawal. In the event that the withdrawing party has purchased and installed special equipment in accordance with section 6(B)(2), such equipment may be removed upon withdrawal from this agreement; provided, however, that any and all costs associated with such removal shall be borne and paid by the withdrawing party.

(B) BY COUNTY:

Upon the giving of 18 or more months' written notice thereof to all of the other parties to this agreement, the County may withdraw from this agreement at the end of a calendar year. After giving of such notice, and during the final 12 months immediately prior to the effective date of such withdrawal, the County shall not be required to make further contributions to the Capital Reserve Fund, but shall make all other payments required by this agreement until the effective date of such withdrawal. In the event that the County has purchased and installed special equipment in accordance with section 6(B)(2), such equipment may be removed upon withdrawal from this agreement; provided, however, that any and all costs associated with such removal shall be borne and paid by the County.

In the event of the withdrawal by Cowlitz County, the CCC shall be dissolved. In the absence of a succeeding agreement among all of the other parties to this agreement at the time of such withdrawal which provides

for collective operation of a communications center, all equipment, facilities and property of the CCC shall be divided among such parties in a fashion designed to best allow such parties to fulfill their emergency response duties.

9. AMENDMENTS:

This agreement may be amended only after approval of the proposed amendment by 2/3 of all of the members of the 9-1-1 Council, the E-Board, and a written document setting forth such amendment, executed by all of the then parties hereto. Any amendments to this agreement shall be attached hereto and become a part hereof.

10. EFFECTIVE DATE:

This agreement is in place of, supercedes, and replaces an existing "Interlocal Governmental Agreement for Communications Services", dated May 20, 1997. This agreement, when counterparts hereof are executed by Cowlitz County, by all of the parties described in section 1(B), and by not less than three of the parties described in section 1(C), shall be deemed to be in full force and effect and binding upon all such parties. Notwithstanding the date of such separate execution hereof, the effective date of this agreement, and all of the obligations set forth shall be deemed in full force and effective for all purposes on January 1, 2000.

11. OWNERSHIP OF FACILITIES:

There are no facilities or properties to be acquired or purchased as a result of this agreement; provided, however, upon termination of this agreement, all equipment, facilities and property of the CCC then owned by it, including any facilities or properties acquired from funds accumulated in the capital reserve fund, or otherwise, shall be divided among the parties hereto in the manner described in section 8(B) hereof; provided, further, that in the event that there is an accumulation of unexpended funds upon the termination of this agreement, such funds shall be refunded or paid to the then parties hereto in a manner which is proportionate to their respective contributions thereto.

12. FILING OF AGREEMENT:

This agreement shall be filed pursuant to the requirements of RCW 39.34.040.

13. EXECUTION IN COUNTERPARTS:

Cowlitz County shall execute the original of this agreement. Each other party hereto shall sign a counterpart of the original of this agreement. The parties hereto intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all parties had signed one document.

Dated this __ day of _____, 1999.

BOARD OF COUNTY COMMISSIONERS OF
COWLITZ COUNTY, WASHINGTON

J. Bill Lehning, Chairman

Jeff M. Rasmussen, Commissioner

Joel R. Rupley, Commissioner

ATTEST:

Vickie M. Musgrove
Clerk of the Board

APPROVED AS TO FORM:

Ronald S. Marshall, Chief Civil Deputy
Cowlitz County Prosecuting Attorney