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Please Print neatly or Type information
DOCUMENT TITLE(S)

Interlocal Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Additional Reference #'s on page _____

GRANTOR(S)

Clark Regional Emergency
Services Agency

Additional Grantors on page # _____

GRANTEE(S)

City of Vancouver

Additional Grantees on page # _____

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Cooperation Agreement

Additional Legal is on page # _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional Parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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Clark County, WA

INTERLOCAL AGREEMENT

CLARK REGIONAL EMERGENCY SERVICES AGENCY

January, 2001



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Clark County, WA

**CLARK REGIONAL EMERGENCY SERVICES AGENCY
INTERLOCAL COOPERATION AGREEMENT**

~~THIS IS AN AGREEMENT~~ entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, and Clark County Fire District's 1, 3, 6, 9, 10, 11, 12, 13, and 14, and North Country EMS, and Cowlitz-Skamania Fire District #7 (hereinafter the "parties"), by which the parties agree to establish and participate in consolidated communications services and emergency management services hereby designated as "Clark Regional Emergency Services Agency" (hereinafter "CRESA"), formally known as Clark Regional Communications Agency, under the direct supervision of the CRESA Administrative Board herein created; and that CRESA shall perform the emergency communications and emergency management services work for all parties, including budgeting, staffing, equipment procurement and utilization, and operations. This agreement replaces and supersedes the Clark Regional Communications Agency (CRCA) Interlocal Agreement entered into January 6, 1976, and amended June 21, 1994; the Clark County Department of Emergency Services Interlocal Agreement entered into January 15, 1981, and amended May 21, 1981 and August 17, 1990; and the Clark County 800 MHz Simulcast and Trunking Radio Services Contracts entered into by participating agencies in 1997.

WHEREAS, this agreement is formed to be consistent with the provisions and terms of the "Interlocal Cooperation Act" pursuant to RCW 39.34 et seq.; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of emergency communications through enhanced 9-1-1 service and encourages under related laws local plans that detail how enhanced 9-1-1 will be implemented in the most efficient and effective manner with priority for state assistance given to those developing consolidated or regional 9-1-1 systems; and

WHEREAS, the Washington State RCW 38.52 further provides for the establishment of a local organization for emergency management services in which two or more political subdivisions may join for the establishment and operations thereof; and

WHEREAS, it is believed that each of the parties and the public will benefit through regional coordination and economies of scale if such communications and emergency management activities continue to be consolidated; and

WHEREAS, on January 6, 2000, the CRCA Administrative Board approved the CRCA strategic plan including in part the agency's mission, governance structure, funding and resource development, including the elimination of the Clark County Department of Emergency Services Executive Board and that all functions of CRCA emergency management and emergency communications services be under the direct supervision of a single administrative board established herein; and

WHEREAS, based on this strategic plan, a financial task force has identified the need for and made recommendations to CRESA (formerly CRCA) to establish long term funding options to ensure quality regional emergency management and emergency communications service, financial responsibility to its stakeholders, equitable costs allocation practices, and independence; and

WHEREAS, based on the January 6, 2000 CRCA strategic plan and the financial task force recommendations, it appears to be in the best interest of the public and of the users of regional emergency management and emergency communications services to replace and supercede the CRCA Interlocal Agreement, the Clark County Department of Emergency Services Interlocal Agreement, and the Clark County 800 MHz Simulcast and Trunking Radio Services Interlocal with this Interlocal Agreement;



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NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES.

The purposes of this agreement are:

- a. To replace and supersede the Clark Regional Communications Agency (CRCA) Interlocal Agreement entered into January 6, 1976, and amended June 21, 1994; the Clark County Department of Emergency Services Interlocal Agreement entered into January 15, 1981, and amended May 21, 1981 and August 17, 1990; and the Clark County 800 MHz Simulcast and Trunking Radio Services Contracts entered into by participating agencies in 1997.
- b. To provide regional 9-1-1 dispatch services, a regional 800 MHz and conventional radio system and services, and regional emergency management services in all incorporated and unincorporated areas of Clark County which are under the jurisdiction of any member of this agreement;
- c. To provide through contract, to Clark County and Emergency Medical Services (EMS) District #2, the material and staff support for regulatory and contract administration functions within EMS District #2 and within the jurisdictions which have adopted a Uniform EMS Ordinance and which are signatories to the 1995 EMS Interlocal Cooperation Agreement;
- d. To establish CRESA as a separate legal entity as authorized by RCW 39.34.030(3)(b);
- e. To establish a process of administrative oversight for such communications and emergency management services;



f. To establish a process for other jurisdictions and public service entities to become participants in this agreement; and

~~g. To provide members of this agreement 9-1-1 dispatch services, 800 MHz and conventional radio system and services, and emergency management services that are enhanced through regional coordination and economies of scale.~~

2. DEFINITIONS.

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in R.C.W. 38.52, 39.34, and 82.14, provided that in case of any conflict, Clark County Ordinance , codified at Ch. 2.48 Clark County Code, shall control:

a. "800 MHz and conventional Radio System and Services" means a countywide radio communications infrastructure comprised of 800 MHz voice/data microwave systems and the VHF county fire radio system.

b. "9-1-1 Dispatch Services" means the regional organization for 9-1-1 call taking and radio dispatch for law enforcement, fire and ambulance providers within Clark County and portions of Cowlitz and Skamania County.

c. "Emergency Management Services" means the program that assists participating jurisdictions in preparing for, responding to, and recovering from major emergencies and disasters pursuant to R.C.W. 38.52.

d. "Emergency Medical Services District #2" means the area within Clark County established under RCW 36.32 and Clark County Ordinance 1991-09-23 for the purposes of uniform EMS regulation and group purchasing of ambulance services established under the EMS Interlocal Cooperation Agreement.



- e. "Executive Head" and "Executive Heads" means the county executive in those charter counties with an elective office of county executive, however ~~designated, and, in the case of other counties, the county legislative~~ authority. In the case of cities and towns, it means the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance.
- f. General purpose governmental jurisdiction means the state, a city, or a county.
- g. "Small city" means the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, and Yacolt.
- h. "Super-majority" means a majority of the members of the CRESA Administrative Board entitled to vote, plus one.
- i. "User Cost Allocation" means the allocation of the cost of dispatch operations determined by the Administrative Board for the purposes of calculating the members' obligations to contribute to the funding of such operations for the year in which a notice of withdrawal or termination is given.

3. PARTICIPATION.

Clark County and the Cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal and Yacolt, and Clark County Fire Districts 1, 3, 6, 9, 10,11, 12, 13, and 14,

and NCEMS, and Cowlitz-Skamania Fire District #7 participate in the formation and operation of CRESA for the purpose of consolidated 9-1-1 dispatch and regional 800 MHz and conventional radio system and services. Clark County and the Cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, and Yacolt also participate in CRESA for the purpose of consolidated emergency management services. General purpose governmental jurisdictions and public service providers may join CRESA for consolidated 9-1-1 dispatch and regional 800 MHz and conventional radio system and services upon approval of the CRESA Board and by executing this agreement. Other organizations who are neither general purpose governmental jurisdictions or public service providers may participate in consolidated 9-1-1 dispatch and regional 800 MHz and conventional radio system and services through separate service agreements. General purpose governmental jurisdictions may also join the formation and operation of CRESA for the purpose of consolidated emergency management services by executing this agreement.

4. MEMBERSHIP AND VOTING RIGHTS OF THE CRESA ADMINISTRATIVE BOARD.

The CRESA Administrative Board shall consist of nine (9) persons serving indefinite terms, each of whom are delegated one vote, and consisting of the following members:

- a. Clark County Administrator or designee, who shall not hold an elected county position
- b. Vancouver City Manager or designee who shall not hold an elected position
- c. Small City representative appointed by the small city mayors who may hold an elected or non-elective position with one of the Small Cities
- d. Clark County Sheriff or designee

- e. Police representative appointed by the Clark County Regional Law Enforcement Planning Council
- f. Vancouver Fire Department representative
- g. Fire representative appointed by the Clark County Fire Chief's Association
- h. A Chief Financial Officer of a large business or industry doing business in Clark County appointed by the Local Emergency Planning Committee established pursuant to WAC 118-40-150/160
- i. Representative from an EMS district providing public transport services in Clark County.

The membership and structure of the CRESA Administrative Board may only be modified through an amendment to this agreement, recommended by a Super-majority of the Administrative Board, and approved by the majority of the participating agencies.

The CRESA Administrative Board may, in the event of a permanent vacancy on the Board, solicit the appointment of a replacement member from the appointing authority. In the event the appointing authority fails to appoint a replacement within sixty (60) days of the Board's request, the Board may select a person to fill that vacancy.

5. AUTHORITY AND RESPONSIBILITIES OF THE CRESA ADMINISTRATIVE BOARD.

The CRESA Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for CRESA and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the CRESA Administrative Board;

- b. Recommend appropriate action to the legislative bodies of the participating members;
- c. ~~Appoint the CRESA Director. For emergency management services only,~~ the CRESA Administrative Board will recommend their selection for director to the executive heads of the participating political subdivisions (county, cities, and towns). The executive heads of the participating political subdivisions by joint action may appoint the director for purposes of emergency management services pursuant to RCW 38.52.070.
- d. Supervise the activities of the CRESA Director;
- e. For 9-1-1 Dispatch Services and 800 MHz and Conventional Radio System Services, establish cost allocation formulas, rates, and appropriate service charges for such services provided to members, subscribers or participating agencies in consultation with the CRESA Financial Subcommittee;
- f. Establish or cause to be established a fund or funds as authorized by RCW 39.34.030 for the operation of CRESA, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- g. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- h. Determine what services shall be offered and under what terms they shall be offered;

- i. Review and adopt the annual budget and amendments, provided that with respect to Emergency Management Services its budget shall be adopted pursuant to RCW 38.52, and for Emergency Medical Services its budget shall be adopted pursuant to CRESA's contract for services with Clark County and EMS District #2;
- j. Review and approve budget expenditures and, in the case of expenditures related to financing for which bonds were issued, including any expenditures for arbitrage rebate liability associated with those bonds;
- k. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- l. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of CRESA; subject to the provisions of Section 7 for obtaining the recommendations of the Financial Subcommittee for long term capital debt financing;
- m. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets; subject to the provisions of Section 7 for obtaining the recommendations of the Financial Subcommittee for long term capital debt financing;
- n. Sue and be sued, complain and defend, in all courts of competent jurisdiction in CRESA's name;



o. Enter into contracts or agreements with future participating members and subscribers to provide 9-1-1 dispatch, 800 MHz and conventional radio, and/or emergency management services;

p. Hold radio frequency licenses to enable CRESA to operate radio communications and dispatch systems to meet its public safety responsibilities;

q. Provide 800 MHz and conventional radio subscribers access to the system;

r. Review and adopt personnel, purchasing, and financial policies; and

s. Any and all other acts necessary to further CRESA's goals and purposes.

6. AUTHORITY AND RESPONSIBILITIES OF THE CRESA DIRECTOR.

Upon the occurrence of a temporary or permanent vacancy in the director's position the CRESA Administrative Board shall appoint an interim Director for CRESA and, for emergency management services only, the CRESA Administrative Board will recommend their selection for interim director to the executive heads of the participating political subdivisions (county, cities, and towns). The executive heads of the participating political subdivisions by joint action may appoint the interim director for purposes of emergency management services pursuant to RCW 38.52.070.

The CRESA Director shall have the authority and responsibilities to administer the programs of the CRESA and policies adopted by the CRESA Administrative Board, and in particular shall:

a. Prepare for consideration and adoption by the CRESA Administrative Board a proposed annual budget of revenues and expenditures for CRESA for the next calendar year;

b. Prepare for consideration and adoption by the CRESA Administrative Board a proposed annual work plan for CRESA and previous year's work plan performance.



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c. Through the agreement established herein, and other appropriate contracts and agreements, provide regional 9-1-1 dispatch and regional 800 MHz and conventional radio system and services;

d. Through the agreement established herein, provide the participating cities, towns, and counties with local emergency management services as established under R.C.W. 38.52;

e. Through contract based on the Uniform EMS Ordinances and EMS Interlocal Cooperation Agreement, provide Clark County and EMS District #2 the material and staff support for regulatory and contract administration functions for the participating jurisdictions, within EMS District #2;

f. Have the authority to hire, discipline, and discharge all CRESA personnel in accordance with personnel policies approved by the CRESA Administrative Board;

g. Subject to approval of the CRESA Administrative Board, negotiate and execute any collective bargaining agreements with CRESA employees;

h. Subject to approval of the CRESA Administrative Board, negotiate and execute any contracts for services not to exceed \$10,000.00;

i. Administer all CRESA day-to-day operations consistent with the policies adopted by the CRESA Administrative Board.

7. FINANCING.

a. For 9-1-1 Dispatch Services and 800 MHz and Conventional Radio System Services, so as to ensure appropriate funding of CRESA facilities, equipment and property related to 9-1-1 Operations, Enhanced 9-1-1/CAD, and Regional Radio Systems, the CRESA Administrative Board shall consider



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recommendations from the CRESA Financial Subcommittee. Membership of the Financial Subcommittee shall consist at a minimum of five (5) of the following financial representatives: ~~one (1) member from Clark County; one (1) member from the City of Vancouver; one (1) member from the small cities; one (1) member from fire districts; and one (1) member from CRESA staff.~~ These financing recommendations shall include consideration of the options for funding of long term capital debt, equipment replacement, and ongoing operations as established under appropriate agreements and resolutions (see Exhibit A, Resolution 2000-11 on Financing and Equipment). These financial options shall also include cost allocation formulas, rates, and appropriate charges for services provided to members, subscribers or participating agencies (see Exhibit B, Current Cost Allocation Formula).

b. For Emergency Management Services a per capita charge shall be assessed to participating members. In calculating the per capita charge, a member's population (numerator) shall be divided by the total participating members' population (denominator) multiplied by that portion of the emergency management budget that is not reimbursed by the Federal Government through the State or other outside revenue sources. A member's population shall be based on the most recently published figures from the State Office of Financial Management ("OFM"). In the event that OFM does not publish such figures on an annual basis, the Director shall request such figures from OFM and, if provided, those figures shall be utilized. In the event of an emergency resulting in the necessity for the carrying out of emergency functions for the preservation and



protection of life and/or property, the cost of emergency management services provided by CRESA related to such emergency shall be borne by the emergency management fund balance (if any) and participating political subdivisions affected by such emergency; provided that the Director of CRESA shall obtain approval for such emergency expenditures from the executive head(s) of the benefited political subdivision(s) at the earliest opportunity. If in any case the CRESA Administrative Board cannot agree upon the proper division of cost, the matter shall be referred to the State Emergency Management Council for arbitration; and the decision of the Council shall be binding.

8. BUDGETING

For 9-1-1 Dispatch Services and 800 MHz and Conventional Radio System Services the CRESA Financial Subcommittee shall meet at least twice a year. The first meeting will be in the first quarter of the year to review the previous year's revenues and expenses to determine if CRESA is meeting the key principles and concepts established under appropriate financing agreements and resolutions. The second meeting will occur in the third quarter of the year to review preliminary baseline budget for the following year. Based on recommendations from the Financial Subcommittee, the Director of CRESA shall recommend the preliminary budget to the CRESA Administrative Board on or before August 15th of each year. This budget shall include: proposed services levels, baseline operations budget, any proposed enhancements, recommended capital equipment acquisition, and proposed financing methodologies. The CRESA Administrative Board shall preliminarily adopt the CRESA budget on or before September 15th of each year, and shall adopt the final CRESA budget on or before December 15th of each year.

9. FACILITIES AND PROPERTY

With the exception of the building located at 710 West 13th Street, Vancouver, ~~Washington and the antennae tower sites property located in Washougal and Livingston Mountain,~~ all equipment acquired for the support and operations of CRESA shall be under the ownership of CRESA upon the full payment of any outstanding debt related to such facilities, equipment, and property (see Exhibit C, CRESA Property Description). Until the debt is retired, the facilities, equipment, and property shall remain under the ownership of the entity incurring the debt for the acquisition of the equipment. Property that remains under the ownership of an entity other than CRESA, including but not limited to a participating governmental jurisdiction, shall allow for use of said property by CRESA as established under separate agreement (See Exhibit D, CRESA Lease and Use Agreement). Specific terms of financing, loan payment, possession, maintenance, and sales of such facilities, equipment, and property shall be established under separate agreement based on recommendation of the CRESA Financial Subcommittee and upon approval of the CRESA Administrative Board agreement (See Exhibit D, CRESA Lease and Use Agreement).

10. DURATION.

This agreement shall remain in full force and effect for a minimum of five years duration from its effective date and, unless earlier terminated or modified as provided herein, shall continue indefinitely.

11. MODIFICATION AND WITHDRAWAL.

Except as provided in Section 5, this agreement may be modified as agreed by a Super-majority of the CRESA Administrative Board; provided that with respect to provisions specific to Emergency Management Services those provisions of the agreement may be modified by



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majority of the CRESA Administrative Board members representing cities, towns, and counties who are participating parties for Emergency Management Services.

At the end of four years, or any time thereafter, any party may withdraw from this agreement by giving one year's written notice of their intent to withdraw. Any withdrawal shall be effective no sooner than midnight of December 31st of the year following the giving of the notice.

A member that withdraws shall be entitled to compensation or be responsible for making payment as provided herein. Payment of such compensation or the responsibility to make payment shall be based upon the member's share of assets compared to the member's share of debt calculated as follows: $(A \times B) - (A \times C) + D = N$

Where:

A = the withdrawing member's percentage of 9-1-1 Operations User Cost Allocation.

B = the depreciated fixed asset value of assets as determined annually by CRESA.

C = the amount of all outstanding loans and indebtedness, including arbitrage rebate, incurred by any entity (other than the withdrawing member) related to the operations of CRESA or the acquisition of assets for CRESA.

D = the withdrawing member's right to reimbursement of its capital contribution upon withdrawal as defined by a Super-majority of the parties at the time the capital contribution is made to the capital reserve fund. In the absence of such a definition, there shall be no reimbursement for the contribution.

N = the amount of compensation or payment the member is entitled to or responsible for.

Except as provided herein, a withdrawing member shall not be entitled to any additional compensation. Payment of "N" shall be due upon the effective date of the withdrawal. Upon withdrawal, the withdrawing member shall be entitled to possession of any property owned by it and used by CRESA. If a withdrawing member has made loans to CRESA or incurred debt for CRESA operations or the acquisition of CRESA assets, CRESA and all remaining members shall



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continue to honor any agreement for the repayment of such loans or indebtedness as may have been agreed upon by the parties.

12. TERMINATION.

By a Super-majority vote of the CRESA Administrative Board, CRESA shall be directed to conclude business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to terminate this agreement; provided that with respect to Emergency Management Services the agreement for such services may be terminated by a majority of the participating cities, towns, and counties for Emergency Management Services.

The amount of all outstanding CRESA liabilities, including arbitrage rebate, shall be calculated and each member shall contribute an amount of money equal to such liabilities multiplied by the member's percentage of User Cost Allocation. The contributions collected shall be used to satisfy the outstanding liabilities. If a member has incurred debt for the operation of CRESA or the acquisition of assets for CRESA, that member shall be paid by the other members an amount equal to the other members' percentage of User Cost Allocation multiplied times the amount of the incurred debt. Where the liability or debt consists of the obligation to make future payments, the amount of the liability or debt shall be determined by calculating the value of all future principal and interest payments discounted to a present value by using a discount rate that equals the Clark County Treasurer's Office investment earnings for the three months preceding the giving of the vote to terminate.

Upon the final termination, assets shall be distributed as follows:

- a. the property which is the subject of the Lease and Use Agreement, Exhibit D, shall remain the County's property;
- b. members shall have the right to bid upon other property on a cash basis and the property shall be transferred to the highest bidder upon receipt of payment. Proceeds shall be used first to satisfy any debt related to the acquisition of



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the property, including arbitrage rebate. Remaining proceeds shall be distributed to members on the basis of their per cent of the User Cost Allocation;

c. remaining property shall be sold as surplus property. Proceeds shall be used first to satisfy any debt related to the acquisition of the property. Remaining proceeds shall be distributed to members on the basis of their per cent of the User Cost Allocation; and

d. all unexpended funds or reserve funds shall be used first to satisfy any debt related to the acquisition of the property. Remaining funds shall be distributed to members on the basis of their per cent of the User Cost Allocation

13. HOLD HARMLESS

Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that party's negligent performance of this agreement. Any loss or liability resulting from negligent acts, errors, or omissions of the CRESA Administrative Board, CRESA Director and/or staff while acting within the scope of their authority under this agreement, shall be borne by CRESA exclusively. The Financial Subcommittee shall review options for obtaining liability insurance coverage for CRESA and the Administrative Board and report its findings to the Administrative Board by June, 2001. The recommendations should be prepared with the objective of removing CRESA from the County's self-insured risk pool. The CRESA Administrative Board shall annually review CRESA's liability and other insurance coverage after providing parties to this Agreement an opportunity to comment on the adequacy of such coverage.

14. EXISTING RIGHTS AND OBLIGATIONS.

The rights and obligations that CRCA has by virtue of any existing contract and agreements are hereby assumed by CRESA.

15. INTERLOCAL COOPERATION ACT COMPLIANCE.

This is an agreement entered into under Chapter 39.34, R.C.W. Its duration is as specified in Section 10. ~~The organization, composition and nature of the CRESA Administrative Board are as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Sections 7 and 8. Its termination is as described in Section 12. . The method for disposing of property upon withdrawal or termination is set forth in Sections 11 and 12.~~

16. NOTICES.

Notices required to be given under the terms of this agreement shall be directed to the following unless all parties are otherwise notified in writing:

CRESA Administrative Board Chair

Clark Regional Emergency Services Agency
710 West 13th Street
Vancouver, Washington 98660

17. VENUE.

The venue for any action related to this agreement shall be in the Superior Court in and for Clark County, Washington.

18. REPRESENTATION.

The Clark County Prosecuting Attorney's Office shall provide legal advise and act as counsel for CRESA; provided that in the event that a conflict exists between CRESA and any other client represented by the Prosecutor's Office, then the Vancouver City Attorney's Office shall provide such representation; and provided further that in the event that a conflict exists between CRESA and both any client represented by the Prosecutor's Office and any client represented by the City Attorney's Office, CRESA may retain outside legal counsel in that matter only.



19. ENTIRETY.

This document with its listed and attached Exhibits constitute the entire agreement of the parties.

20. SEVERABILITY.

If any section of this agreement is held by a court to be invalid such action shall not effect the validity of any other part of the agreement.

21. EFFECTIVE DATE.

This agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 23.

22. RATIFICATION.

Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.

23. EXECUTION AND FILING.

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Vancouver City Clerk, which shall file an executed original of this Agreement with the Clark County Auditor. The Vancouver City Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this 20 day of Feb, 2001.

CITY OF BATTLE GROUND

Attest:

By: William Ganley, Mayor


By: City Clerk for Battle Ground

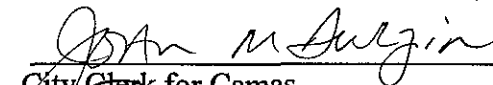
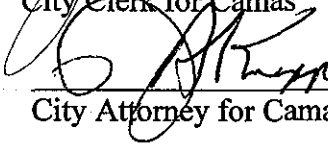
Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: 
Dean Dossett, Mayor

By: 
City Clerk for Camas

City Attorney for Camas

Approved as to form:

CITY OF LA CENTER

Attest:

By: Elizabeth Cerveny, Mayor

By: City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: Tim Thompson, Mayor

By: City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: Pat McDonnell, City Manager

By: City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CRESA Interlocal Jan 19, 2001



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CITY OF BATTLE GROUND

Attest:

By: William Ganley, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Dean Dossett, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: *Elizabeth Cerveny*
Elizabeth Cerveny, Mayor

By: *Jamie K. Tillman*
City Clerk for La Center

Approved as to form:

Donald H. K...
City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: Tim Thompson, Mayor

By: City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: Pat McDonnell, City Manager

By: City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver



CITY OF BATTLE GROUND

Attest:

By: William Ganley, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Dean Dossett, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: Elizabeth Cerveny, Mayor

By: City Clerk for La Center

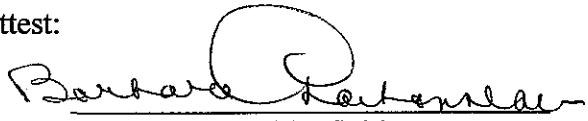
Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By:  Tim Thompson, Mayor

By:  Barbara Reinhardt, DEPUTY
City Clerk for Ridgefield

Approved as to form:

 City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: Pat McDonnell, City Manager

By: City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver
CRESA Interlocal Jan 19, 2001

CITY OF BATTLE GROUND

Attest:

By: William Ganley, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Dean Dossett, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: Elizabeth Cerveney, Mayor

By: City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: Tim Thompson, Mayor

By: City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: Pat McDonnell, City Manager

By: City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

Charles Crumpacker
By: Charles Crumpacker, Mayor

Donnell J. Eneferst
By: City Clerk for Washougal
City Attorney for Washougal

Approved as to form:

TOWN OF YACOLT

Attest:

Jim Robertson
By: Jim Robertson, Mayor

City Clerk for Yacolt
By: City Clerk for Yacolt
City Attorney for Yacolt

Approved as to form:

**BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

By: Commissioner
Commissioner
Commissioner

Attest: Clerk to the Board
Approved as to form: Attorney for Clark County

FIRE DISTRICTS

FIRE DISTRICT 1

Attest: _____

FIRE DISTRICT 3

Attest: _____

CITY OF WASHOUGAL

Attest:

By: Charles Crumpacker, Mayor

By: City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: Jim Robertson, Mayor

By: Brenda Frey
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

By: Commissioner

Attest:

Clerk to the Board

Commissioner

Approved as to form:

Commissioner

Attorney for Clark County

FIRE DISTRICTS

Attest:

FIRE DISTRICT 1

Attest:

FIRE DISTRICT 3

CITY OF WASHOUGAL

Attest:

By: Charles Crumpacker, Mayor

By: City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: Jim Robertson, Mayor

By: City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

By:

Betty Sue Mannis
Commissioner

Attest:

Kevin Richards
Clerk to the Board

Commissioner

Approved as to form:

E. B. O. T.
Attorney for Clark County

Commissioner

FIRE DISTRICTS

Attest:

FIRE DISTRICT 1

Attest:

FIRE DISTRICT 3

CITY OF WASHOUGAL

Attest:

By: Charles Crumpacker, Mayor

By: City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: Jim Robertson, Mayor

By: City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

By: Commissioner

Attest: Clerk to the Board

Commissioner

Approved as to form:

Commissioner

Attorney for Clark County

FIRE DISTRICTS

David McDuncan
FIRE DISTRICT 1

Attest: Jerry M. Green

FIRE DISTRICT 3

Attest:

CITY OF WASHOUGAL

Attest:

By: Charles Crumpacker, Mayor

By: City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: Jim Robertson, Mayor

By: City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

By:

Commissioner

Attest:

Clerk to the Board

Commissioner

Approved as to form:

Commissioner

Attorney for Clark County

FIRE DISTRICTS

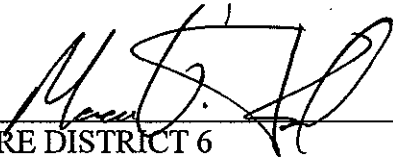
Attest:

FIRE DISTRICT 1

Ronald D. ...
FIRE DISTRICT 3

Attest:

Sharon D. ...



FIRE DISTRICT 6

Attest: 

FIRE DISTRICT 9

Attest: _____

FIRE DISTRICT 10

Attest: _____

FIRE DISTRICT 11

Attest: _____

FIRE DISTRICT 12

Attest: _____

FIRE DISTRICT 13

Attest: _____

FIRE DISTRICT 14

Attest: _____

NCEMS

Attest: _____

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest: _____



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Clark County, WA

Attest:

FIRE DISTRICT 6

Gay Larson
FIRE DISTRICT 9

Attest:

Judy L. Straub
Sec'y CCFD #9

Attest:

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 12

Attest:

FIRE DISTRICT 13

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7



Attest:

FIRE DISTRICT 6

Attest:

FIRE DISTRICT 9

Sam Arola
FIRE DISTRICT 10

Attest:

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 12

Attest:

FIRE DISTRICT 13

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest:

FIRE DISTRICT 6


Attest:

FIRE DISTRICT 9

Attest:

FIRE DISTRICT 10


FIRE DISTRICT 11

Attest: 

Attest:

FIRE DISTRICT 12

Attest:

FIRE DISTRICT 13

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7



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Page: 36 of 58
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Clark County, WA

Attest:

FIRE DISTRICT 6

Attest:

FIRE DISTRICT 9

Attest:

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

William Herzog

FIRE DISTRICT 12

Larry Baul

Attest:

FIRE DISTRICT 13

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7



Attest:

FIRE DISTRICT 6

Attest:

FIRE DISTRICT 9

Attest:

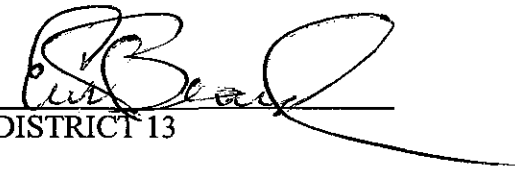
FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

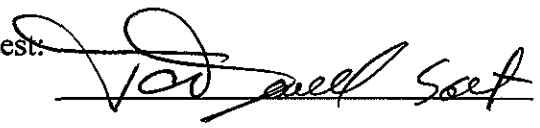
Attest:

FIRE DISTRICT 12



FIRE DISTRICT 13

Attest:



Jodi Ann Sest

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7



Attest:

FIRE DISTRICT 6

Attest:

FIRE DISTRICT 9

Attest:

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 12

Attest:

FIRE DISTRICT 13

N/A - Consolidation
FIRE DISTRICT 14

Attest:

Steve L. Black

NCEMS

Attest:

N/A

Attest:

N/A

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest:

FIRE DISTRICT 6

Attest:

FIRE DISTRICT 9

Attest:

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 12

Attest:

FIRE DISTRICT 13

Attest:

FIRE DISTRICT 14

Attest:

NCEMS

Attest:

Ronald Ormberg, Chair
COWLITZ-SKAMANIA FIRE DISTRICT 7

Judith Orlock, Sec.

EXHIBIT A

RESOLUTION #2000-11

IN THE MATTER OF

KEY PRINCIPLES AND CONCEPTS FOR FINANCING THE REPLACEMENT OF THE 800 MHz BACKBONE EQUIPMENT AND CAD/E9-1-1 COMPUTER AND TELEPHONE EQUIPMENT.

WHEREAS, the Administrative Board is the governing body of Clark Regional Communications Agency; and

WHEREAS, the Administrative Board of Clark Regional Communications Agency is in regular session at their monthly Board Meeting, September 14, 2000; and

WHEREAS, CRCA Administrative Board formed a Financial Subcommittee composed of key financial representatives from the county, cities, and their legal counsels to explore options for paying off the Bond for the 800 MHz backbone and 9-1-1 Facility and ensuring adequate funds are identified for financing the replacement of the 800 MHz backbone equipment and CAD/E9-1-1 computer and telephone equipment; and

WHEREAS, the CRCA Financial Subcommittee recommends the CRCA Administrative Board adopt the following Key principles and concepts to ensure adequate funds are identified for Bond indebtedness on the 800 MHz backbone and 9-1-1 facility along with adequate funds identified for financing the replacement of the 800 MHz backbone equipment and CAD/E9-1-1 computer and telephone equipment:

Line of Credit

- Clark County will loan up to \$6.0 million in total to the 9-1-1 Tax Fund to make debt service payments.
- Interest charged on this loan would be equal to the rate of investment return of the County's Investment Pool. CRCA will be responsible for making the interest payments on this loan while there is outstanding principle.
- Repayment of the principle and interest of this loan will be structured in a way that the total loan outstanding is completely repaid by December 31, 2009
- Repayment of principle is planned to be accomplished through 9-1-1 Tax receipts net of debt service requirements.
- If a loan greater than what the county will provide is required, or cannot be repaid by the stated timeline, then the City of Vancouver will provide the additional financing, up to a maximum of \$1.5 million. Any Vancouver loans will not be extended beyond year 2013.
- Repayment of the County's line of credit, as stated here, will be the first priority of the 9-1-1 tax revenues. Repayment of any debt incurred by the City of Vancouver as part of this proposal will be the second priority of the 9-1-1 tax

revenues.

- If revenues are not sufficient to meet the repayment goals noted above for Clark County or the City of Vancouver, then CRCA will make principle payments to the County or to the City of Vancouver from its Operating Fund so that goals are met.

Restructuring of CRCA Expenses

- Expenses related to 9-1-1 telephone tariffs and CAD/E911 operating expenses would remain with CRCA in their Operating Fund (6916).
- The County will reimburse CRCA for these expenses out of the 9-1-1 Tax Fund (1010) up to \$175,000 in 2001, and increasing no more than 5% per year thereafter.
- A new fund will be established, the "Equipment Replacement Fund". This will be a fund controlled by the County. The total amount of the loans issued for equipment replacement needs shall not exceed \$7.0 million and shall be issued in conjunction with the equipment replacement needs and to meet loan spend-down requirements.
- Expenses out of the Equipment Replacement Fund must be approved by both the CRCA Administrative Board and by a designee of the County as part of the County's regular procurement process following County procurement rules.

Additional Revenue

- Starting in January of 2001 the monthly 800 MHz radio access fees will be increased to \$25.50 per month and then uniformly increased to reach a rate of \$35.00 per month by January of 2005, then increasing at 7% annually thereafter.
- Operating expenses for the radio program and CRCA Operations shall normally not exceed 5% annual increases.
- All revenue generated in excess of the radio and 9-1-1 operation program expenses will be transferred to the Equipment Replacement Fund.
- A 9-1-1 User Fee surcharge will be established to pay for the 9-1-1 tariffs and CAD/E911 system maintenance costs, net any support from the 9-1-1 Tax Fund.
- Once the 9-1-1 Tax Fund has a surplus, that surplus will be transferred to the Equipment Replacement Fund to be used for replacement purposes, as allowed by RCW and County Code.
- If all the revenue sources already listed for the Equipment Replacement Fund are insufficient to cover the costs of equipment replacement, then CRCA will impose an additional 9-1-1 User surcharge, with this surcharge going into the Equipment Replacement Fund.



Financial Direction

- In order to enhance the financial direction of CRCA and to protect the financial investments of all participating jurisdictions, a financial committee composed of (at a minimum) five (5) members shall be created. Membership will consist of the following representatives:

- One (1) member representing Clark County
- One (1) member representing the City of Vancouver
- One (1) member representing small cities
- One (1) member representing fire districts
- One (1) member representing CRCA

Each member shall have financial expertise.

- This committee will act on behalf of and report to the CRCA Administrative Board.
- The committee will meet at least twice a year. The first meeting will be in the 1st quarter of the year to review the previous year revenues and expenses to determine if CRCA is meeting the key principles and concepts as outlined in this resolution. The second meeting will occur in the 3rd quarter of the year to review the preliminary baseline budget for the following year.

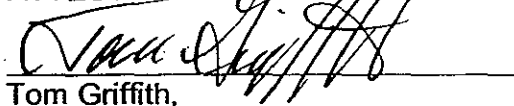
WHEREAS, it is recognized the key principles and concepts as identified in this resolution must be incorporated into a new CRCA Interlocal that is currently under development; and

WHEREAS, the attached spreadsheets identifying the "Radio Fee Fund", "Dispatch/User Fee Surcharge", "9-1-1 Tax Fund", "Equipment Replacement Fund", "CRCA Operating Fund" and "Impact of Proposal on Individual Members" is intended to illustrate possible future expenses and revenue and is not meant to project actual expenses and revenue through the year 2015 as there are many factors that may have an impact on projected future expenses and revenue;

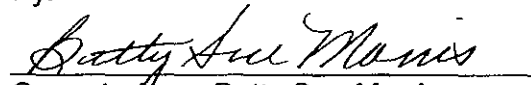
THEREFORE, BE IT RESOLVED BY THE CRCA ADMINISTRATIVE BOARD, CLARK COUNTY, VANCOUVER, WASHINGTON at their scheduled monthly meeting held Thursday, September 14, 2000 that the key principles and concepts of the CRCA financial plan as outlined in this resolution and attached spreadsheets be adopted by the CRCA Administrative Board and incorporated into the CRCA 2001 Budget and new CRCA Interlocal currently under development.

CRCA ADMINISTRATIVE BOARD
VANCOUVER, WASHINGTON

ATTEST:


Tom Griffith,
Interim Director

By:


Commissioner Betty Sue Morris,
Chair



Resolution #2000-11

Spreadsheets

September 13, 2000

- 1) Radio Fee Fund
 - 2) Dispatch/User Fee Surcharge
 - 3) 911 Tax Fund
 - 4) Equipment Replacement Fund
 - 5) CRCA Operating Fund
 - 6) Impact of Proposal on Individual Members
-

Radio Fee Fund

	Number of Radios	Cost per radio	Revenue	Expenses	Difference	Amount sent to Equip Replace Fund	Diff
2001	2,071	25.00	621,300	(548,469)	72,831	(72,831)	-
2002	2,112	27.50	697,099	(575,892)	121,207	(121,207)	-
2003	2,155	30.00	775,681	(604,687)	170,994	(170,994)	-
2004	2,198	32.50	857,127	(634,921)	222,206	(222,206)	-
2005	2,242	35.00	941,521	(666,667)	274,854	(274,854)	-
2006	2,287	37.45	1,027,576	(700,000)	327,576	(327,576)	-
2007	2,332	40.07	1,121,497	(735,000)	386,496	(386,496)	-
2008	2,379	42.88	1,224,001	(771,750)	452,251	(452,251)	-
2009	2,427	45.88	1,335,875	(810,338)	525,537	(525,537)	-
2010	2,475	49.09	1,457,974	(850,855)	607,119	(607,119)	-
2011	2,525	52.53	1,591,233	(893,397)	697,836	(697,836)	-
2012	2,575	56.20	1,736,672	(938,067)	798,604	(798,604)	-
2013	2,627	60.14	1,895,403	(984,971)	910,433	(910,433)	-
2014	2,679	64.35	2,068,643	(1,034,219)	1,034,424	(1,034,424)	-
2015	2,733	68.85	2,257,717	(1,085,930)	1,171,787	(1,171,787)	-

Actual # of radios for 2000, plus 2% growth annually.

Rates to \$35 per month in 2005, then 7% annual increase thereafter.

Expenses assumed to increase 5% annually.

Dispatch / User Fee Surcharge

from CRCA 2000 Budget

Goes to CRCA Operating Fund

Transferred to Equipment Replacement Fund.

CRCA Operating Surcharge			
	Current User Fees	% of Surcharge	Surcharge
2001	3,420,491	9.1%	309,618
2002	3,591,516	10.4%	372,167
2003	3,771,091	11.4%	431,665
2004	3,959,646	12.3%	488,283
2005	4,157,628	13.0%	541,526
2006	4,365,510	13.5%	591,392
2007	4,583,785	13.9%	637,166
2008	4,812,974	12.4%	597,341
2009	5,053,623	11.1%	558,822
2010	5,306,304	9.6%	511,890
2011	5,571,619	8.6%	479,374
2012	5,850,200	8.6%	503,343
2013	6,142,710	8.6%	528,510
2014	6,449,846	8.6%	554,936
2015	6,772,338	8.6%	582,682

Equip Replacement Surcharge	
% of Surcharge	Surcharge
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-
0%	-

Total Surcharge	
9.1%	309,618
10.4%	372,167
11.4%	431,665
12.3%	488,283
13.0%	541,526
13.5%	591,392
13.9%	637,166
12.4%	597,341
11.1%	558,822
9.6%	511,890
8.6%	479,374
8.6%	503,343
8.6%	528,510
8.6%	554,936
8.6%	582,682

Assumes 5% annual increase.

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65.00 Clark County, WA

911 Tax Fund (County Fund 1010)

Revenue Growth Assumptions	
Revenue 2001-2004	5%
Revenue 2005-2010	5%
Revenue 2011-2015	5%

	BFB	Interest	Interest Payment from CRCA	911 Tax	To CRCA operating	\$ to 800 MHz DS	\$ to Bldg DS	\$ to Equip Replace	EFB
2001	(255,400)	(15,324)	15,324	1,481,122	(175,000)	(1,588,140)	(515,215)		(1,052,633)
2002	(1,052,633)	(63,158)	63,158	1,555,178	(183,750)	(1,592,080)	(513,475)		(1,786,761)
2003	(1,786,761)	(107,206)	107,206	1,632,937	(192,938)	(1,597,325)	(515,925)		(2,460,011)
2004	(2,460,011)	(147,601)	147,601	1,714,583	(202,584)	(1,598,525)	(516,950)		(3,063,487)
2005	(3,063,487)	(183,809)	183,809	1,800,313	(212,714)	(1,605,560)	(515,050)		(3,596,498)
2006	(3,596,498)	(215,790)	215,790	1,890,328	(223,349)	(1,607,810)	(509,063)		(4,046,392)
2007	(4,046,392)	(242,784)	242,784	1,984,845	(234,517)	(290,135)	(467,800)		(3,053,999)
2008	(3,053,999)	(183,240)	183,240	2,084,087	(246,243)	(290,685)	(560,085)	-	(2,066,925)
2009	(2,066,925)	(124,016)	124,016	2,188,291	(258,555)	(270,615)	(514,585)	-	(922,389)
2010	(922,389)	(55,343)	55,343	2,297,706	(271,482)	(280,895)	-	(822,940)	-
2011	-	-	-	2,412,591	(285,057)	(269,895)	-	(1,857,640)	-
2012	-	-	-	2,533,221	(299,309)	(233,895)	-	(2,000,016)	-
2013	-	-	-	2,659,882	(314,275)	(259,095)	-	(2,086,512)	-
2014	-	-	-	2,792,876	(329,989)	(237,335)	-	(2,225,552)	-
2015	-	-	-	2,932,520	(346,488)	(250,935)	-	(2,335,097)	-

Loan from REET

Transfers to the Equipment Replacement Fund



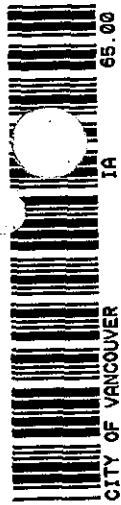
Equipment Replacement Fund

From CRCA Equip Replacment

Equipment replacement schedule as of 7/21/00

	Resources							Requirements					Ending FB
	Beginning Fund Balance	Interest Revenue	Revenue from Radio Fees	Capital Contribution	Dispatch / User Fee Surcharge	Revenue from 911 Tax	Bond Proceeds - 1	Bond Proceeds - 2	Debt Service - 1	Debt Service - 2	Capital Expenses CAD	Capital Expenses 800 MHz	
2001	400,000	9,399	72,831		-	-					(31,034)	(100,000)	351,197
2002	351,197	19,316	121,207		-	-					(194,274)	(30,000)	267,445
2003	267,445	14,709	170,994		-	-					(96,474)	(30,000)	326,675
2004	326,675	17,967	222,206		-	-	2,282,000				(1,514,831)	(250,000)	1,084,017
2005	1,084,017	59,621	274,854		-	-			(310,051)		(137,165)	(30,000)	941,277
2006	941,277	51,770	327,576		-	-		4,450,000	(310,051)		(85,920)	(4,000,000)	1,374,652
2007	1,374,652	75,606	386,496		-	-			(310,051)	(604,612)	(69,027)	(30,000)	823,064
2008	823,064	45,269	452,251		-	-			(310,051)	(604,612)	(235,159)	(30,000)	140,762
2009	140,762	7,742	525,537		-	-			(310,051)	(604,612)	(45,678)	(30,000)	(316,300)
2010	(316,300)	(17,397)	607,119		-	822,940			(310,051)	(604,612)	(79,382)	(30,000)	72,317
2011	72,317	3,977	697,836		-	1,857,640			(310,051)	(604,612)	(181,399)	(2,731,363)	(1,195,655)
2012	(1,195,655)	(65,761)	798,604		-	2,000,016			(310,051)	(604,612)	(2,201,760)	(1,479,905)	(3,059,124)
2013	(3,059,124)	(188,252)	910,433		-	2,086,512			(310,051)	(604,612)	(188,063)	(30,452)	(1,363,609)
2014	(1,363,609)	(74,998)	1,034,424		-	2,225,552			(310,051)	(604,612)	(273,290)	-	633,416
2015	633,416	34,838	1,171,787		-	2,335,097				(604,612)	(60,409)	-	3,510,116

See Attachments



CRCA Operating Fund

	Changes				
	No Reimb. of CAD/E911 Ops Expenses	User Fee Surcharge	From County 1010 Fund	To County for interest on loan	Difference
2001	(469,294)	309,618	175,000	(15,324)	-
2002	(492,759)	372,167	183,750	(63,158)	-
2003	(517,397)	431,665	192,938	(107,206)	-
2004	(543,267)	488,283	202,584	(147,601)	-
2005	(570,430)	541,526	212,714	(183,809)	-
2006	(598,952)	591,392	223,349	(215,790)	-
2007	(628,899)	637,166	234,517	(242,784)	-
2008	(660,344)	597,341	246,243	(183,240)	-
2009	(693,361)	558,822	258,555	(124,016)	-
2010	(728,029)	511,890	271,482	(55,343)	-
2011	(764,431)	479,374	285,057	-	-
2012	(802,652)	503,343	299,309	-	-
2013	(842,785)	528,510	314,275	-	-
2014	(884,924)	554,936	329,989	-	-
2015	(929,170)	582,682	346,488	-	-

Impact of Proposal on Individual Members

	911 Dispatch User Fees				Radio Fees				Total				One Time Only Capital Contributions
	2001 Base	2001 Proposed	\$ Change	% Change	2001 Base	2001 Proposed	\$ Change	% Change	2001 Base	2001 Proposed	\$ Change	% Change	
Clark County	819,935	894,154	74,219	9.1%	168,168	191,100	22,932	13.6%	988,103	1,085,254	97,151	9.8%	-
Vancouver	1,774,284	1,934,890	160,606	9.1%	138,600	157,500	18,900	13.6%	1,912,884	2,092,390	179,506	9.4%	-
Camas	221,059	241,069	20,010	9.1%	21,648	24,600	2,952	13.6%	242,707	265,669	22,962	9.5%	-
Battle Ground	78,189	85,267	7,078	9.1%	9,240	10,500	1,260	13.6%	87,429	95,767	8,338	9.5%	-
Ridgefield	26,240	28,615	2,375	9.1%	3,960	4,500	540	13.6%	30,200	33,115	2,915	9.7%	-
LaCenter	23,476	25,601	2,125	9.1%	2,904	3,300	396	13.6%	26,380	28,901	2,521	9.6%	-
Washougal	129,664	141,401	11,737	9.1%	12,672	14,400	1,728	13.6%	142,336	155,801	13,465	9.5%	-
Clark Fire District #1	11,185	12,197	1,012	9.1%	6,600	7,500	900	13.6%	17,785	19,697	1,912	10.8%	-
Clark Fire District #3	32,823	35,794	2,971	9.1%	8,976	10,200	1,224	13.6%	41,799	45,994	4,195	10.0%	-
Clark Fire District #6	131,827	143,760	11,933	9.1%	12,936	14,700	1,764	13.6%	144,763	158,460	13,697	9.5%	-
Clark Fire District #9	16,305	17,781	1,476	9.1%	6,600	7,500	900	13.6%	22,905	25,281	2,376	10.4%	-
Clark Fire District #10	24,056	26,234	2,178	9.1%	528	600	72	13.6%	24,584	26,834	2,250	9.2%	-
Clark Fire District #11	60,243	65,696	5,453	9.1%	10,824	12,300	1,476	13.6%	71,067	77,996	6,929	9.8%	-
Clark Fire District #12	29,193	31,836	2,643	9.1%	6,072	6,900	828	13.6%	35,265	38,736	3,471	9.8%	-
Clark Fire District #13	3,204	3,494	290	9.1%	264	300	36	13.6%	3,468	3,794	326	9.4%	-
North Co EMS	27,921	30,448	2,527	9.1%	1,056	1,200	144	13.6%	28,977	31,648	2,671	9.2%	-
Cowlitz County	5,250	5,725	475	9.1%	20,856	23,700	2,844	13.6%	26,106	29,425	3,319	12.7%	-
Burlington Northern	4,932	5,378	446	9.1%	1,584	1,800	216	13.6%	6,516	7,178	662	10.2%	-
WSU	706	770	64	9.1%	1,056	1,200	144	13.6%	1,762	1,970	208	11.8%	-
CRCA					5,280	6,000	720	13.6%	5,280	6,000	720	13.6%	-
AMR					9,768	11,100	1,332	13.6%	9,768	11,100	1,332	13.6%	-
C-TRAN					59,928	68,100	8,172	13.6%	59,928	68,100	8,172	13.6%	-
Other					4,488	5,100	612	13.6%	4,488	5,100	612	13.6%	-
Total	3,420,492	3,730,110	309,618	9.1%	514,008	584,100	70,092	13.6%	3,934,500	4,314,210	379,710	9.7%	0

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EXHIBIT B

9-1-1 Operations CUSTOMER COST ALLOCATION

Methodology:

The CRCA budgeted operating costs are reduced by revenue sources other than customer fees. Fees paid by private ambulance companies are used 50% to reduce costs of the Fire and EMS dispatch console and 50% to reduce the costs of call takers. Fees paid by other Agency program budgets are used to reduce all customers' costs.

Dispatch costs are allocated to users based first, on dedicated resources and second, on CAD transactions.

There are four (4) dispatch cost centers. They are as follows:

- One (1) is dedicated to dispatching Vancouver City Police, so Vancouver pays the cost of staffing that console. This console is staffed 24 hours per day and require 5.67 FTE's.
- One (1) is dedicated to dispatching the Clark County Sheriff's Office and Camas, Washougal, Battle Ground, Ridgefield and La Center Police Departments (Regional Law Position. This console is staffed 24 hours per day and requires 5.67 FTE's.
- One (1) is dedicated as a data channel for all Clark County Law Enforcement Agencies. This console is staffed 18 hours per day and requires 4.25 FTE's.
- Two (2) are dedicated to dispatching all fire/EMS agencies. They are both staffed 16 hours per day. During the slowest eight (8) hours of the day Fire/EMS reduces to one (1) console. All fire/EMS users share the regional cost center. These consoles requires 9.45 FTE's.

Call taker costs are allocated on dispatched calls for service. Dispatch supervisory costs and the remainders of dispatch staff not allocated to the dispatch cost centers are included in the call taker cost center.

Administrative costs are all the remaining personnel, not allocated to the dispatching or call taking cost centers. Administrative costs are allocated to all users based on their percentage of total dispatch costs.

Non-public safety users share call-taking costs only and are assessed 1% of the total 9-1-1 Operations budget.

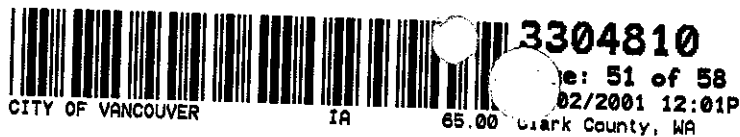


EXHIBIT C

CLARK REGIONAL EMERGENCY SERVICES PROPERTY DESCRIPTION

With the exception of the building located at 710 West 13th Street, Vancouver, Washington and the radio antennae tower sites property located at 28719 N.E. Lookout Road, Camas, Washington and 33313 N.E. 13th Street, Washougal Washington, all equipment acquired for the support and operations of Clark Regional Emergency Services (CRESA) shall be under the ownership of CRESA upon full payment of any outstanding debt related to such facilities and equipment, (see Exhibit A Resolution 2000-11 on Financing and Equipment).

Until the debt is retired, the facilities and equipment as described below shall remain under the ownership of the entity incurring the debt for the acquisition of the equipment.

Facilities and equipment acquired:

1. The 800 MHz Voice/Data Backbone equipment consisting of the Radio towers, generators, prefab buildings, and radio/data and microwave equipment located at the following radio sites:
 - Livingston Mountain, 28719 N.E. Lookout Road, Camas, Washington
 - Prune Hill – 2822 NW 18th Ave, Camas, Washington
 - Washougal River Bend – 33313 NE 13th Street, Washougal, Washington
 - Yacolt Mountain – 30200 NE Mystic Mountain Drive, Yacolt, Washington
 - Canyon Creek Mountain – 3.5 miles NE of Chelatchie Washington
 - Marble Creek Peak – 2 miles North of Ariel Washington
 - Goose Hill – 39607 NW 29th Avenue, Woodland Washington
 - CRESA Prime Site – 710 West 13th Street, Vancouver Washington

2. The 800 MHz Voice/Data Backbone equipment consisting of the prefab building, generator and all radio/data and microwave equipment located at the following radio sites:
 - Ludlum Hill – 1317 NE 68th Street, Vancouver, Washington
 - WSP Tower – 605 E. Evergreen Blvd, Vancouver Washington
 - BPA Tower – 7030 NE Skyline Blvd, Portland Oregon.

3. The 800 MHz voice backbone equipment located at the following radio site:
 - Larch Mountain – 10 miles North of Camas Washington



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4. All furnishings, dispatch radio consoles (including P.C's), telephone equipment, recording equipment, generator, Uninterruptible Power supply equipment, 800 MHz voice and data backbone equipment and computer servers and network equipment located at the Regional Emergency Services Facility at 710 West 13th Street, Vancouver Washington.
-

EXHIBIT D
LEASE AGREEMENT
FOR CLARK REGIONAL EMERGENCY SERVICES AGENCY
FACILITY AND PROPERTY

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2001, by and between Clark County, Washington ("Lessor"), and Clark Regional Emergency Services Agency ("Lessee").

On the terms, provisions, and conditions hereinafter set forth, and in consideration of the mutual covenants and obligations of the parties hereunder, the parties agree as follows:

1. **Ownership of Premises**

- A. Lessor owns the ground and the facility located at 710 W. 13th Street, Vancouver, Washington. Lessee has the right of possession and use of the facility and property located at 710 West 13th Street, Vancouver, Washington, commonly known as Clark Regional Emergency Services Agency (CRESA). No building additions or structural modifications shall be made by Lessor without Lessee's prior review and consultation. CRESA does not have the right of possession and control of the Lessor's computer facility affixed to the CRESA facility.
- B. Lessor owns the antennae site property located at 28719 NE Lookout Road, Camas, Washington commonly known as Livingston Mountain. Lessee has the right of possession, use of the radio tower and 800 MHz equipment facility located on said property.
- C. Lessor owns the antennae site property located at 33313 NE 13th Street, Washougal, Washington, commonly known as Washougal River Bend. Lessee has the right of possession, use of the radio tower and 800 MHz equipment facility located on said property.

2. **Term**

The primary term of this Agreement shall become effective on the date of execution of this Agreement ("Effective Date"). Lessee's obligations to pay the property leases shall commence on the first day of the month following it being fully executed ("Commencement Date"). Provided the CRESA Interlocal Agreement is extended for a like period, the term of this Agreement shall be twenty (20) years.



3. Rent

In addition to the financing outlined in Exhibit A of the Clark Regional Emergency Services Agency Interlocal Agreement, the Lessee shall pay the Lessor one dollar (\$1.00) per year, in advance, of the annual Commencement Date for the facility and property use at 710 W. 13th Street, Vancouver, Washington, the Clark Regional Emergency Services Agency facility.

Lessee shall also make annual lease payments to the Lessor in the amount of \$1.00/year/site for the property use at radio sites located at Livingston Mountain and Washougal River Bend. In addition, on or before the 1st day of June the Lessee will pay the Lessor twenty-four thousand dollars (\$24,000) per year on the Washougal River Bend site until the Lessor has been reimbursed for the purchase price of the property (\$235,000. with interest at a rate of 5% per annum.)

4. Lessor's Right of Approval

Lessee shall not make any future modifications to the Clark Regional Emergency Services Agency facility including structure, utilities, and aesthetic, without the Lessor's prior written approval. Such modifications shall be based upon drawings or photographs and specifications presented to Lessor, provided that such approval shall not be unreasonably withheld or delayed. All such modifications shall be made at the sole cost of the Lessee. All alterations or additions become the sole property of the Lessor upon the termination of the Lease.

Lessee may, upon written consent of the Lessor, install trade fixtures, machinery or other trade equipment. Lessee shall repair any damage to the leased premises caused by the installation or removal of the same.

5. Repair and Maintenance

Lessee shall, through Clark County, and at its own cost and expense, keep and maintain the building at 710 W. 13th Street, Vancouver, Washington in good repair and condition, subject to a waiver of subrogation rights provided in Paragraph 10 herein. The Lessee shall at its own cost and expense, promptly repair or replace any damage done to the building.

Lessee shall, during the term of this Agreement, be responsible for providing for repair and maintenance of the 800 MHz radio sites located at 28719 NE Lookout Road, Camas, Washington and 33313 NE 13th Street, Washougal, Washington.

6. Care of the Premises

Lessee, shall keep and maintain its antenna and associated improvements in a clean and safe condition at Lessee's sole cost and expense. Lessee shall not commit or allow any waste or damage to be committed on any portion of the leased premises or

elsewhere at the Telecommunications Site or on Lessor's surrounding property. At the termination of the lease, by lapse of time or otherwise, Lessee shall deliver up the leased premises to Lessor in as good condition as on the Commencement Date, normal wear and tear excepted, and at Lessor's request, shall remove all equipment belonging to Lessee from the licensed premises. Lessee shall repair any damage to the leased premises or the property of Lessor caused by the removal of any Lessee's facilities or equipment.

7. Compliance with Laws

Lessee, at its sole cost and expense, shall comply fully with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) relating to Lessee's use of or placing of its antenna or other improvements in, on, or upon the building and property at Clark Regional Emergency Services Agency and property at Livingston Mountain and Washougal River Bend. Lessee hereby agrees to indemnify and hold harmless Lessor, from and against any and all costs (including attorney's fees and costs of suit), expenses, claims, liabilities, or causes of action relating to Lessee's use and occupation of the premises.

8. Condemnation

If the facility or property identified in this Agreement is condemned in whole or in part and should such condemnation render the facility or property unsuitable for the intended business purposes, either the Lessor or Lessee has the right to terminate this Agreement.

9. Indemnification

Lessee, as a material part of the consideration for this Agreement, shall indemnify and hold harmless the Lessor, its officers, employees, and agents, from and against any and all claims for loss or damage due to injury to or death of any person or damage to property arising out of or in any way connected with the construction and/or use of the facility and property identified in this Agreement.

10. Insurance

Lessee shall, at its sole cost and expense, keep and maintain in force policies of insurance on all lease property and contents against loss or damage by fire and against loss or damage by any other risk now and from time to time insured against by "extended coverage" provisions of policies generally enforced in improvements of similar type in an amount which Lessor, in the exercise of Lessor's reasonable judgement and discretion, shall deem appropriate, but not less than replacement cost of the improvements being insured. All such policies shall be issued by companies reasonably satisfactory to Lessor, shall be carried in the name of Lessor and Lessee, as their respective interests may appear. All such policies shall expressly provide that any loss thereunder may be adjusted with Lessor. Lessee shall furnish Lessor with duplicate originals or copies

certified as being true and correct of all such insurance policies and shall furnish and maintain with Lessor, at all times, a certificate of the insurance carrier certifying that such insurance shall not be canceled without at least thirty (30) days advance written notice to Lessor. If lessee fails to maintain such insurance, Lessor, at its election but without obligation to do so, may procure such insurance as may be necessary to comply with these requirements, and Lessee agrees to repay the cost of same to Lessor on demand, with interest thereon from the date of expenditure until paid.

11. Waiver of Subrogation

Lessor waives as against Lessee, and Lessee waives as against Lessor, any and all claims and demands for damage, loss or injury to the facility and property identified in this Agreement, which damage results from fire and other perils, events or happenings to the extent covered by insurance. The insuring party hereunder shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement, and obtain said insurance carrier(s) consent to this waiver of said subrogation.

12. Damage or Destruction

If the building and property identified in this Agreement be partially destroyed by fire or other casualty so as to render the facility and property unsuitable in whole or in part for the purposes and uses intended by Lessee, the lease fees provided for herein shall abate thereafter as to the portion of the facility and property rendered unsuitable until such time as the facility and property are made suitable; provided, however, in the event such destruction results in the facility and property being unsuitable for Lessee's purposes in whole or in substantial part for a period reasonably estimated by a responsible contractor selected by Lessee to be one (1) month or longer, at Lessee's option then all the lease fees owed up to the time of such destruction to be returned by Lessor, and thenceforth this Agreement shall cease and come to an end. Lessee shall give written notice of its decisions, estimates, or elections under this Paragraph within thirty (30) days after any such damage or destruction; provided that Lessee may take reasonable additional time to complete its assessment of the damage and its decisions relating thereto by furnishing Lessor with written notice thereof, and thereupon the abatement of the fees shall not be applicable during the additional time required by Lessee.

13. Notices

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified, return receipt requested, postage prepaid, United States mail, addressed to the respective parties as follows:

LESSEE:
CLARK REGIONAL EMERGENCY
SERVICES AGENCY

LESSOR:
CLARK COUNTY, WASHINGTON
Board of County Commissioners



710 W. 13th Street
Vancouver, WA 98660
ATTN: Director
Phone: (360) 737-1911

P.O. Box 5000
Vancouver, WA. 98668
ATTN: County Administrator
Phone: (360) 397 - 2232

The address to which any notice or demand may be given to either party may be changed by written notice.

14. Right of Entry.

Except in emergency situations and for the purpose of compliance with federal and state regulations, Lessor agrees to notify Lessee prior to entry of its agents or representatives into or upon the premises for the purpose of examining the condition thereof, or for the purpose of making repairs or improvements; PROVIDED, that this section shall not be construed as governing the right to access to the premises of the Lessee under any other agreement or contract between the parties.

15. Termination

Notwithstanding anything to the contrary contained herein or the provisions established in the Clark Regional Emergency Services Agency Interlocal Agreement, the Lessee shall at its option have the right to terminate this Agreement at any time following ninety (90) days written notice to the Lessor. The Lessee shall not be entitled to any refund of fees previously paid. The Lessor shall have the right to terminate this Lease on thirty (30) days written notice in the event of Lessee's default in its performance of the terms of this Lease or the Clark Regional Emergency Services Interlocal Agreement. The Lessor shall have the right to terminate this Lease on ninety (90) days written notice in the event of any party committing a material default of or terminating the Clark Regional Emergency Services Interlocal Agreement. Prior to such termination, Lessor shall provide Lessee with notice specifying the default and giving Lessee a period of sixty (60) days to cure the default.

16. Standard Terms

- A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns. No termination of this Agreement, regardless of how such termination may be brought about or occur, insofar as it relates to or affects any party hereto, shall relieve any party hereto of any duties, obligations, or liabilities which shall theretofore have accrued or become payable or performable by such party.
- B. Severability. If any term of provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be in contravention of law or declared void as against public policy, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than



those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- C. Attorney's Fees. In the event either party defaults in its performance of any of the terms, covenants, agreements, or conditions contained in this Agreement and the other party places the enforcement or interpretation of this Agreement, or any part thereof, or the collection of any license fee due, or damages recoverable hereunder, or recovery of the possession of the facility and property identified herein in the hands of an attorney, or files suit upon the same, the nonprevailing party agrees to pay the prevailing party's reasonable attorney's fees and costs of court.
- D. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.
- E. Alternation or Amendment. This Agreement may not be altered, changed, or amended, except by an instrument in writing, executed by both parties hereto or their duly authorized agent.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License Agreement on the day and year first above written.

LESSEE:

By: _____
Its: _____

LESSOR:

By: _____
County Administrator/Commissioner

Approved as to Form Only:

Deputy Prosecuting Attorney