

**SOUTHWEST WASHINGTON COUNCIL OF GOVERNMENTS
ON AGING AND DISABILITIES**

INTERLOCAL AGREEMENT

This Agreement is entered into by the County of Clark, the County of Cowlitz, the County of Klickitat, the County of Skamania, and the County of Wahkiakum, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW. Each individual County Legislative body has reviewed, adopted, and hereby ratifies this agreement, as indicated by the Signature Page.

WHEREAS, the parties have a mutual interest in forming a Council of Governments (C.O.G.) to facilitate the organization and operation of an Area Agency on Aging -- (designated Planning and Service Area number 7 of the Department of Social and Health Services Aging Network), and

WHEREAS the Older Americans Act of 1965, as now and hereafter amended, and Chapter 74.38 RCW provide for the establishment of Area Agencies on Aging within the regional areas within the state, now therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to enable the parties to operate the Southwest Washington Area Agency on Aging within the boundaries of Clark, Cowlitz, Klickitat, Skamania and Wahkiakum Counties, to prepare an annual Area Plan for Programs on Aging, and administer grants for programs for older individuals and adults with disabilities. Each party agrees to cooperate in all respects in order to carry out the letter and the spirit of this agreement.

2. ADMINISTRATION: The parties jointly agree that the Southwest Washington Council of Governments on Aging and Disabilities, hereinafter referred to as the C.O.G., shall, as its sole purpose, be the administrative body of the Southwest Washington Area Agency on Aging. Each of the parties shall have an equal vote when the C.O.G. is conducting business. Each of the parties shall be represented by one designated regular member and may assign or appoint an alternate member to serve in the absence of a regular member. Designated members of the C.O.G. shall be elected officials from their respective counties. The C.O.G. shall establish a meeting schedule and meeting locations in its by-laws. The C.O.G. shall also promulgate by-laws governing the matters such as meeting format, quorum, voting, Officers, and other objectives as set forth in this agreement.

3. FISCAL MANAGEMENT: The C.O.G. shall ensure that itemized and detailed records are maintained, covering (A) aging program revenues received from whatever source for financial maintenance of the C.O.G. and all programs thereunder and (B) all expenditures incurred pursuant to adopted program budgets. The C.O.G. shall conform to all fiscal requirements established by State or Federal law, including annual financial audits by the State Auditor's Office.

The C.O.G. shall maintain the existing method for allocating program funds within the Planning and Service Area. The C.O.G. may amend this method through the voting protocols established in its by-laws.

4. CONTRACTS: The C.O.G. may contract generally and is authorized to enter into agreements with government agencies, private organizations and/or individuals, consistent with its purpose.

5. INSURANCE AND LIABILITY: The C.O.G. will maintain liability insurance in the amounts that are reasonable and necessary but in no case shall be less than amounts contractually required by State Government. To the extent that such liability is not covered by the insurance, all counties participating as members of the C.O.G. shall be jointly and severally liable for any liability which may arise as a result of the operation of the C.O.G.

6. PERSONNEL: The C.O.G. shall hire a Director for the Southwest Washington Area Agency on Aging. Recruiting and hiring of all other staff personnel shall be the responsibility of the Director. The C.O.G. shall have final approval rights related to hiring/firing the fiscal manager, who shall report to the Director. All Southwest Washington Area Agency on Aging staff shall be considered employees of the C.O.G.. The C.O.G. shall provide oversight to the establishment of personnel guidelines, job descriptions, salary schedules and employee benefits.

7. POWERS: The C.O.G. shall have the power to contract; approve an Area Plan for programs serving older individuals and adults with disabilities; establish a budget for funds appropriated by the state for administering the C.O.G.; expend funds for necessary services identified in the Area Plan, and any other powers expressly granted by the enabling legislation referred to heretofore in this agreement.

8. ADVISORY COUNCIL: The C.O.G. shall recognize the composition of the current Southwest Area Agency on Aging Advisory Council existing as of the effective date of this agreement. All such members of the Advisory Council shall be invited to continue in that capacity for the duration of existing terms. The C.O.G. shall address the process for filling of future vacancies in its by-laws.

Advisory Council membership and protocol shall be developed in compliance with the Aging and Disability Services' Policy and Procedures Manual, Chapter 4. In addition the Advisory Council shall seek members from the community who are younger adults with disabilities who would be eligible for programs of the C.O.G..

9. TERMINATION: Any party wishing to withdraw from the C.O.G. may do so by giving one hundred-eighty days written notice to the other parties. The C.O.G. may terminate this agreement in the event expected or actual funding from federal, state or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the C.O.G. not feasible. In such case, termination shall be effective upon notice of the termination.

10. PROPERTY DISPOSAL: A party withdrawing from the C.O.G. shall not be entitled to retain property acquired by the C.O.G. In the event of termination of the agreement all property acquired by the C.O.G. which is not required to be returned to the State shall be disbursed to the C.O.G. members based on client population.

11. AMENDMENT: This agreement may be amended by written agreement of all of the parties.

12. DATE: This agreement shall become effective on the date upon which all parties hereto have signed.

13. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

DATED this 16 day of October, 2007.

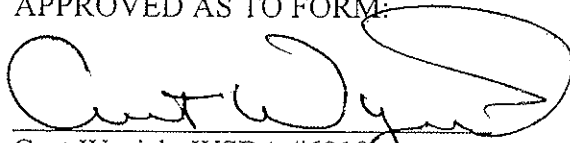
Attest:


Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

By: 
Steve Stuart, Chair

APPROVED AS TO FORM:


Curt Wyrick, WSBA #6918
Chief Deputy Prosecuting Attorney

Southwest Washington Council of Governments
On Aging and Disabilities
Interlocal Agreement

DATED: Sept 4, 2007

Board of County Commissioners
of Cowlitz County, Washington

Kathleen A. Johnson
Kathleen A. Johnson, Chairman

George Raiter
George Raiter, Commissioner

Axel Swanson
Axel Swanson, Commissioner

Attest:

Vickie M. Musgrove
Vickie M. Musgrove,
Clerk of the Board

Approved as to Form:

Ron Marshall
Ron Marshall, Chief Civil
Deputy Prosecuting Attorney

9. **TERMINATION:** Any party wishing to withdraw from the C.O.G. may do so by giving one hundred and eighty days written notice to the other parties. The C.O.G. may terminate this agreement in the event expected or actual funding from federal, state or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the C.O.G. not feasible. In such case, termination shall be effective upon notice of the termination.

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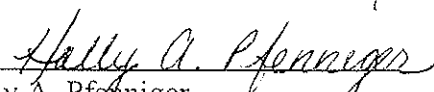
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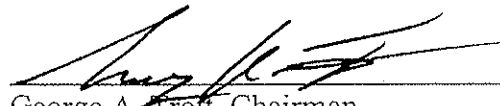
DATED this 11th day of September, 2007.

ATTEST:

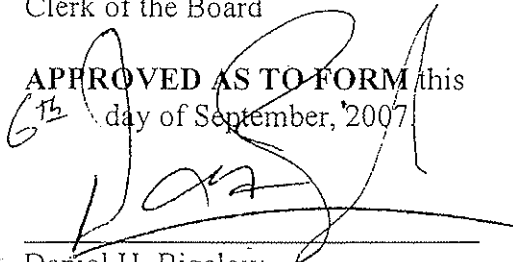
**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON**



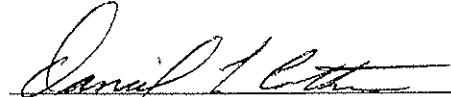
Holly A. Pfeiniger
Clerk of the Board



George A. Trott, Chairman

APPROVED AS TO FORM this
6th day of September, 2007


Daniel H. Bigelow
Prosecuting Attorney



Daniel L. Cothren, Commissioner

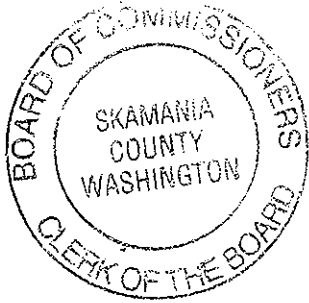


Thomas M. Doumit, Commissioner

Southwest Washington Council of Governments
On Aging and Disabilities
Interlocal Agreement

DATED: 10/16/07

ATTEST:



Samela J. Prosser
Clerk of the Board

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Paul Pearce
Paul Pearce, Chairman

James D. Richardson
James D. Richardson, Commissioner

Jamie Tolfree
Jamie Tolfree, Commissioner

Approved as to form only:

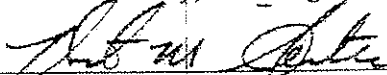
[Signature]
Skamania County Prosecuting Attorney

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Dated this 13 day of MAY, 2008

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington



David M. Sauter, Chairman

ABSENT

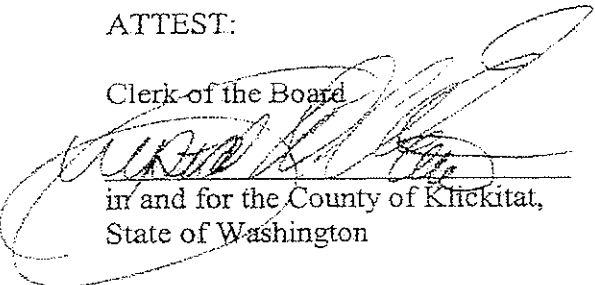
Ray Thayer, Commissioner



Rex F. Johnston, Commissioner

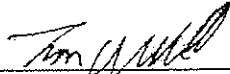
ATTEST:

Clerk of the Board



in and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:



Tim O'Neill, Prosecuting Attorney