

**MASTER INTERLOCAL AGREEMENT BETWEEN CITY OF VANCOUVER
AND CLARK COUNTY FOR POST ANNEXATION DELIVERY OF SERVICES**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation and charter City of the first class the State of Washington (the “City”) and Clark County, Washington, a political subdivision of the State of Washington (the “County”), and Clark County Sheriff (the “Sheriff”) to govern the provision to City and County residents within certain annexation areas with uninterrupted local public services in an efficient and cost effective manner during the transition of such areas into the corporate boundaries of the City.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City of Vancouver, effective January 1, DATE, is to annex previously unincorporated areas of Clark County (“the annexation area”) and

WHEREAS, Clark County has been providing certain services to such annexation area(s) and has the staff and resources in place to continue providing certain of these such services in an effective manner; and

WHEREAS, the City and County find it mutually beneficial and in the public interest to enter into one or more Transition Services Agreements for the County to provide services to the City and County residents in such annexation area and the City to provide certain other services to City and County residents during a period of transition between County service provision and City service provision to such area;

NOW, THEREFORE,

THE CITY AND COUNTY agree as follows:

TABLE OF CONTENTS

SECTION 1	PURPOSE
SECTION 2	TERM OF AGREEMENT
SECTION 3	EXTENSIONS
SECTION 4	SCOPE OF SERVICES/SERVICE TRANSITION AGREEMENTS
SECTION 5	GEOGRAPHIC SERVICE AREA
SECTION 6	FINACIAL ADMINISTRATION
SECTION 7	INTERAGENCY TRANSFERS:
SECTION 8	INTERAGENCY TRANSFERS: LAW ENFORCENENT
SECTION 9	COMMUNITY DEVELOPMENT SERVICES
SECTION 10	CAPITAL FACILITIES
SECTION 11	PARKS, ROADS, AND DRAINAGE MAINTENANCE
SECTION 12	INTERLOCAL PARKS
SECTION 13	LAW ENFORCEMENT SERVICES
SECTION 14	CUMULATIVE IMPACTS
SECTION 15	DISPUTE RESOLUTION
SECTION 16	CONTRACTOR AS INDEPENDENT CONTRACTOR
SECTION 17	HOLD HARMLESS/INDEMNIFICATION
SECTION 18	ASSIGNMENT/SUBCONTRACTING
SECTION 19	NON-DISCRIMINATION
SECTION 20	NO THIRD PARTY BENEFICIARY
SECTION 21	NOTICES
SECTION 22	WAIVER
SECTION 23	INCORPORATION OF TRANSITION SERVICES AGREEMENTS
SECTION 24	PRIORITY OF DOCUMENTS
SECTION 25	INTERLOCAL COOPERATION ACT COMPLIANCE
SECTION 26	ENTIRE AGREEMENT
SECTION 27	AMENDMENT
SECTION 28	DOCUMENT EXECUTION AND FILING
SECTION 29	RATIFICATION
SECTION 30	SERVERABILITY

SECTION 1 PURPOSE. The purpose of this Agreement and of the specific Transition Services Agreements which it governs and incorporates is to: ensure high quality and uninterrupted public services to the residents of the City of Vancouver and Clark County within areas annexed to the City of Vancouver; Provide a mechanism to address service transition for annexations that occur on an area-wide basis or on a parcel by parcel basis.

SECTION 2 TERM OF AGREEMENT. The term of this agreement and of the Transition Services Agreements incorporated herein shall be from January 1, 2005, through December 31, 2010, unless superseded by a new agreement of the parties.

The City and the County agree to develop Transition Service Agreements specific to each annexed area, concurrent with the annexation. Development of Transition Service Agreements shall be initiated no later than the date the City of Vancouver takes an action that results in forwarding an annexation petition to the Clark County Boundary Review Board. Clark County agrees that it will not request that the Clark County Boundary Review Board invoke jurisdiction on an annexation petition if the City and the County are actively engaged in preparation of a Transition Services Agreement.

All parties to this agreement commit to making a good faith effort to seek opportunities for joint efforts, or the combining of operations to achieve greater efficiency and effectiveness in the service provisions by each jurisdiction.

The City Manager and County Administrator shall mutually provide adequate staff support to this effort. The process for developing Transition Service Agreements will be directed by representatives of the City, the County Board of Commissioners and County Administrator, and the County Sheriff.

By mutual agreement, the City and County may modify the timelines and conditions of this section. Section XX on Dispute Resolution shall also apply to this section of the agreement.

SECTION 3 EXTENSIONS. This Master Agreement and any or all of the Transition Service Agreements may be extended as mutually agreed by the parties.

SECTION 4 SCOPE OF SERVICES/SERVICE TRANSITION AGREEMENTS. The scope of services provided by the County within the geographic areas designated by the Master Agreement shall be as specified in the applicable Transition Service Agreement, incorporated herein by reference as if fully set forth.

SECTION 5 GEOGRAPHIC SERVICE AREA. The City will develop a master annexation plan for the Vancouver Urban Growth Areas and include County participation and input in the planning process and subsequent amendments. The plan will propose areas for annexation that make logical geographic and service areas. Balanced revenue and expense transition will be planned through incorporation of residential, commercial and industrial uses.

The County or City shall provide the services provided for by this Master Agreement through the respective Transition Service Agreements within the annexation areas described in Exhibit "A-Annexation Plan Map" to this Agreement. The areas may be modified by the City or the Clark County Boundary Review Board. The City and the County agree that, to the extent possible, annexations will proceed according to this plan. Annexation of smaller areas will trigger consideration of the cumulative effect of annexations and the need for Transition Service Agreements that accommodate the cumulative impacts.

SECTION 6 FINANCIAL ADMINISTRATION

- 1) Purpose and Guiding Principles
 - a) Determining fair costs for contracting for services, adjustments to service delivery and compensation, billing and payments for services, and for the transfer and disposition of capital assets for annexations shall be governed by a fair, equitable and mutually agreed upon methodology.
 - b) Amendments to the methodology may be incorporated into Transition Services Agreements by the mutual agreement of the parties.

- 2) Definitions
 - a) Government. Jurisdiction that solicits and pays for the service(s).
 - b) Contractor. Jurisdiction that contracts to provide the service(s).
 - c) Jurisdiction. Either the City or the County.
 - d) Cost Centers. The sum total of all direct costs, departmental overhead costs and organization indirect costs required to provide a specific service.
 - e) Allocation. That portion of the Contractor's cost center that is directly attributable to the provision of services.
 - f) Direct Costs. Those costs that can be identified specifically with a particular final cost objective.

- 3) Cost of services
 - a) Cost center calculation. Costs for services shall be calculated using the Contractor's current year adopted budget; the cost center shall be the sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs.
 - b) Direct cost calculation. Direct costs shall include all personnel salaries, benefits, supplies and services of those programs which are directly involved in the provision of services.

- i) Capital costs. Capital budget appropriations for equipment that costs \$1,000 or less shall be included in the current year cost center, PROVIDED, that if the Contractor's current capital policy is for an amount higher than \$1,000 the higher amount shall be the applicable policy. Equipment that costs \$1,000 (or the Contractor's applicable policy amount) or more shall be depreciated over the service life of said equipment and only the current year depreciation shall be included in the cost center.
- ii) Equipment Rental and Revolving (ER&R) costs. ER&R costs shall be included in the Contractor's cost center at full value; e.g. no credit shall be given for the replacement component of the ER&R rate. Consequently, the jurisdiction receiving services (the Government) shall not be required to pay the Contractor for any portion of the original capital acquisition costs of vehicles or equipment included in the ER&R charges.
- iii) Grants. If the Contractor receives grant revenues which offset direct costs, the full value of said grant revenues shall be deducted from the direct costs prior to the allocation of costs to the Government.
- c) Departmental overhead costs. Department overhead shall include all administrative and support costs related to service operations and shall be proportionate to the direct cost of services.
- d) Interdepartmental indirect costs. The parties agree that the City may use its indirect cost plan when costing City services and the County may use its indirect cost plan when costing County services. Should either party significantly change their plan, the other party must review and approve of the changes before the altered plan can be used under the terms of this agreement. Reviews of the plans should take place at the beginning of each biennium.
 - i) Self Insurance. The City or the County may recover the annual costs of their self insurance program by either including the program as an element of their indirect cost plans or by charging programs directly. The program shall be subject to actuarial review at least every five years and the annual internal charge shall represent an amount which maintains the program.
- e) Excluded costs. Cost centers shall exclude costs for debt, inter-fund loans and one-time expenditures, except where one-time expenditures are a requirement of providing the service. A mutually agreed upon space allocated to a cost center, where the cost center is located in a facility owned by the Contractor.
- f) Allocation of costs. The allocation of services costs must be based on one or more measurable factors, including but not limited to:
 - i) The geographic size of the area to be serviced;
 - ii) The population of the area to be serviced;
 - iii) The assessed valuation of the area to be serviced;
 - iv) The level of service to be delivered;
 - v) Workload statistics or other relevant data bases.
- g) Reconciliation of contracted (budgeted) costs with actual costs. For those service contracts wherein the cost of services to the Government is based on a percentage allocation of the Contractor's total current year budget, there shall be a year-end reconciliation of the Contractor's budgeted appropriations for the service cost center with the Contractor's actual costs for the service cost center; said

reconciliation to be made following the thirteenth month accounting period. In those circumstances where the Contractor's year-end actual costs are less than the amount that was appropriated in the Contractor's budget, the Government shall receive a monetary rebate for the cost of services within 30 days subsequent to the reconciliation date, or at the Government's option, a credit for the cost of the subsequent year services.

- i) Calculation of the rebate/credit. The amount of the rebate or credit shall be based on the Government's allocated share of the costs; e.g. the Government's allocated share of the Contractor's cost center is twenty-five (25) percent, the Government shall be entitled to a rebate or credit equaling twenty-five percent of the difference between the Contractor's budgeted appropriations for the cost center and the Contractor's actual costs.
 - h) Reconciliation of adopted budget with thirteenth month budget. There shall be a year-end reconciliation of the Contractor's original adopted budget with Contractor's budget as it exists following mid-year supplemental appropriations or other budget adjustments. Mid-year legislative resolutions which adjust the Contractor's budgeted cost center shall also adjust the Government's service costs in accordance with the percentage allocation that was contractually agreed to; PROVIDED that the Government shall have the right to question the validity of those supplemental appropriations not directly related to the provision of Government services pursuant to Sections 3.1 through 3.4 of this agreement.
 - i) Validity of supplemental appropriations. The contractor shall provide the Government with a copy of all mid-year budget resolutions and associated staff reports. If the Government wished to question the validity of all or of some part of a supplemental appropriation, the City finance director and the County finance director shall attempt to resolve the matter. If the County finance director and the City finance director are unable to resolve the matter, the provisions for dispute resolution set for in Section 4.1.2 of this agreement shall apply.
- 4) Change in the scope of services
- a) Mid-year adjustments to service delivery. The Government may order changed in the delivery of services consisting or addition, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the Contractor's services have been changed, requiring changes to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the government and the Contractor.
 - i) Additional compensation. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Government's Finance Director in writing of this belief. If the Government's Finance Director believes that the particular work is within the scope of the contract as written, the parties will resolve their dispute in accordance with Section 4.1.2.
 - b) Annual adjustments to service delivery. Beginning in 2005, by September 5, or the first working day thereafter, the Contractor shall provide the Government with

an estimate of the subsequent year's service costs and service data and an estimate of the Government's contract amount for the same level of service for the subsequent year. By September 20 or the first working day thereafter, the Government with the estimated contract amount for the subsequent year based on the changes in service requested by the Government.

- i) Reconciling final adopted budget with contract. The Contractor shall adjust the contractual cost of services to reflect the final adopted budget and shall notify the Government in writing of any adjustments made to the contract amount, on or before December 31.
- 5) Financial reporting and payment requirements
- a) Monthly reports. The Contractor shall provide the Government with monthly revenue and expenditure reports. The reports shall be tailored to report only those revenues and expenditures that are associated with the service agreement.
 - b) Ending reports. The Contractor shall provide the Government with reports showing total ending revenues and expenditures associated with the service agreement either at the termination of the agreement or at the end of the calendar year, whichever occurs earlier.
 - c) Billing procedure. It is contemplated that service costs to the Government may be based either upon the Contractor's actual monthly costs of service, or upon the Contractor's actual monthly costs of service, or upon the Contractor's budget, pursuant to Section 3 of this agreement. If service costs are based on the Contractor's actual monthly costs, payments shall be made within 30 days after receipt of the Contractor's bill. If service costs are based on the Contractor's budget, the Government shall make twelve equal payments. The Contractor shall issue the bill by the fifteenth (15th) day of the month and payment by the Government shall be due within thirty (30) days after issuance of the bill. Payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.
- 6) Transfer and disposition of capital assets
- a) Transfer of real property upon annexation. Upon annexation of unincorporated areas by the City, public Infrastructure land and buildings, such as roads and parks, and such pothers as mutually agreed upon, shall be transferred without compensation from the County to the City. Non-infrastructure property, such as land and buildings shall be transferred at fair market value as determined by appraisal from disinterested persons of suitable qualifications; PROVIDED, the County shall have discretion to sell such assets and the City shall have discretion to buy.
 - i) Fixtures. Personal property which has been annexed to the realty being transferred, such that it is regarded as part of the real property, shall be transferred from the County to the City without compensation.
 - ii) Vehicles and Equipment. Upon annexation, vehicles and equipment shall be transferred at fair market value; PROVIDED, the County shall have discretion

to buy. Fair market value shall be the mutually agreed upon price at which bone fide sales have been consummated for assets of like type, quality, and quantity in the Portland metro Markey at the time of acquisition. The County shall retain any monetary reserves set aside for maintenance or replacement of the vehicle or equipment to be transferred.

- (1) Definition of equipment. Equipment shall be defined as any capital asset having a value of \$1,000 or more; PROVIDED, that if the Contractor's current capital policy is for an amount higher than \$1,000 the higher amount shall be the applicable policy.
 - (2) Definition of a computer as equipment. A computer, for the purpose of transfer as "equipment," shall be comprised of the Central Processing Unit (CPU) plus a monitor, plus a keyboard, plus and associated peripherals.
 - b) Non-annexation transfer of capital assets between jurisdictions. Capital assets which are not directly associated with annexation may be transferred between jurisdictions; provided such transfers shall be made at fair market value pursuant to this agreement.
- 7) Leave Balances. Sections 7 and 8 Inter-agency Personnel Transfers provides that the employment of certain employees may transfer from one agency to the other upon the occurrence of a qualifying event.
- a) A Transferring Employee ("TE") may transfer accumulated vacation, PDO or other "vested" type leave transferred, computed at the leave's payoff value with the LA.
 - b) The TE shall be compensated by the LA for any cash out upon separation benefit for which they are eligible. As provided, the TE's accumulated sick leave balance which is not cashed out shall transfer to the RA, without payment from the LA.
 - c) The LA shall remit the payoff value of any such leave transferred under this agreement within 30 days of the date the transfer of the employee is effective. At the same time, the LA shall provide a schedule detailing the number of hours transferred for each employee, by type of leave, and the calculation of the value of the leave transferred where required. Such payments and schedules shall be sent to the City Finance Department, Payroll Section.

SECTION 7 INTERAGENCY TRANSFERS

- 1) Principles
 - a) The City and County's treatment of the personnel consequences of annexations, consolidations, transfers of functions and other interagency agreements is based on principles and values concerning the equitable treatment of employees.
 - b) The Master Agreement facilitates and guides the redistribution of employees between the City and County. It is the goal of both agencies to preserve their autonomy and ability to fill other positions—those created by expansion and attrition—through normal channels and with agency goals in mind—service delivery, workforce diversity, cost control and so forth. The provisions herein are

- an accommodation by the two agencies, recognizing their obligation to serve the same community, with pooled resources and substantial inter-agency cooperation.
- c) Within the limits of its needs and resources, the agency newly providing the service should provide employment to all employees formerly providing the service.
 - d) Every effort should be made to keep employees “whole” such that they move as “laterally” as possible, but within the confines of the new employer’s personnel policies and programs. The “keep whole” principle should not be applied where to do so would create inequities with the existing workforce.
 - e) ReciproCity should be the rule: treatment of employees moving from agency A to agency B should match treatment of employees going from agency B to agency A.
 - f) Principles of equity should outweigh organizational or personal self-interest. Exceptions should not be made because any particular clause or provision works against a particular City interest, County interest, employee interest or union interest.
 - g) Both employers will strive, and work closely together to develop policies and labor agreements that are in keeping with these principles and to avoid exceptions and special accommodations that may be contemplated or sought by any stakeholders in the process.
 - h) The Master Agreement will become the policy of the City and County and thus will be applicable to non-represented and represented employees, subject to amendments made following the agreement with the labor groups.
 - i) Treatment of inter-agency personnel movements made voluntarily – not due to annexation/consolidation – will continue to be made through normal recruitment and hiring procedures of the two entities.
 - j) This Master Agreement has the standing of a collective bargaining agreement between each of the listed employers and their respective labor organizations as well as a policy agreement between the covered employers. The agreement satisfies the duty to bargain requirements of RCW 41.56 and constitutes a full agreement on such mandatory subjects of bargaining as are created from the organizational actions described above. The agreement supersedes any contradictory provisions of the policies of the respective employers and is considered an addendum to the individual collective bargaining agreements between the respective employers and labor organizations.

2) Definitions

- a) Qualifying Events (QE)
 - i) An annexation consolidation, transfer of functions or other inter-local agreement that will result in movement of positions and employees between City and the County.
- b) Receiving Agency (RA)
 - i) The agency assuming responsibility for the service, function or employees.
- c) Losing Agency (LA)
 - i) The agency with prior responsibility for the service, function or employees.
- d) Displacement / Displaced

- i) The elimination of a position and the layoff of an employee due to a qualifying event.
 - e) Eligible Employee (EE)
 - i) Employees eligible for employment with the receiving agency, based on displacement via a qualifying event. Unless otherwise provided by this agreement, eligible employees will have received a formal notice of displacement. Once a layoff has been announced, employees who, based on seniority, are not subject to layoff may “volunteer” to be laid off in place of an employee who is scheduled for layoff if permitted by this Agreement.
 - f) Transfer
 - i) Interagency personnel movements due to annexation, consolidation, transfer of functions and so forth are technically a separation from the former agency and a hire by the new agency. For the sake of simpliCity this document uses the term “transfer” to denote the direct movement of employees from one jurisdiction to another, based on a qualifying event and subject to the provisions herein relative to pay and classification.
 - g) Transferring Employee (EE)
 - i) Employees eligible for and receiving employment with the receiving agency under this agreement
 - h) Ineligible Employee
 - i) Employees moving to the employment of the other agency whose decision is voluntary, of their own initiation and who are not subject to displacement by a qualifying event under this policy.
- 3) Funding/Staffing
 - a) The RA agrees to make every effort to provide employment for eligible employees. The specific classifications, levels and job assignments will depend on the RA’s determination of service level needs, revenue gains and losses to the RA and LA, available vacancies and such other considerations as are appropriate.
 - b) Classification levels of the RA’s position should approximate the classification levels of the displaced positions, but within the confines of the RA’s job classification structure. For example, if an annexation displaces a supervisor, 2 lead workers and 5 line employees, the RA will endeavor to create – or otherwise provide – an equal number of positions and mix of classifications.
 - c) Eligibility of EE’s for the positions with the RA shall be based on the RA’s classification which is appropriate to the duties and responsibilities held with the LA. For example, the City’s Senior Planner classification is equivalent to the County’s Planner II classification, therefore County Planner IIs would transfer as Senior Planners. Conversely, City Senior Planners would transfer as Planner IIs and would not be eligible to transfer as Senior Planners in the County structure. It is the work performed, not the classification title which governs eligibility.
 - d) Specific classifications will conform to the RA’s classification system; for example if the RA has no lead worker classification within a job family it would not be expected to create one.

- 4) Qualifications
 - a) EE's will be accepted for transfer into available positions without regard to whether they meet the published requirements of the job classification with the RA; provided that they have been employed in the equivalent job classification with the LA and possess all state or federally required licenses, certifications or credentials.
 - b) The RA is authorized access to pre and post employment records as necessary to determine eligibility within the limits of this agreement.
 - c) Employees selected for transfer based on layoff may not be rejected by the RA based on performance appraisals or disciplinary problems.
 - d) The disciplinary records of TE's shall transfer with them and may be considered by the RA in addressing future disciplinary problems. However, disciplinary records may only be transferred, maintained and considered as permitted by the applicable labor agreement or policy of the RA.

- 5) Selection for Layoff by the Losing Agency
 - a) Selection of employees eligible for transfer would be based on the layoff provisions in the contract or policies, as applicable, of the LA. Employees may be selected for layoff based upon an initial selection or by being bumped. Employees who are not in jeopardy of layoff may volunteer for layoff to the extent allowed by the LA's contracts and policies, and if so, will be considered EE's under the agreement. These "volunteers" for layoff, however, are not subject to rejection based on their disciplinary history as indicated under section 3 above.
 - b) Employees on leave shall be handled in accordance with the normal layoff procedures of the LA. They may not be barred from transfer to the RA based on a qualified disability under the ADA, LEOFF or PERS systems or the exercise of other rights protected by federal or state law, such as FMLA.

- 6) Selection Process within the Receiving Agency
 - a) When there are less positions available than the number of eligible employees, the RA must consider employees laid off in order of seniority, that is the most senior employee would be considered first, using the definition of seniority in the LA's labor agreement. For example if an annexation displaced employees with 6, 4 and 2 years of service, the 6 year employee would be considered for positions with the RA prior to the 4 and 2 year employees. Employees in a given classification who are not able to secure a position at that level with the RA will be considered for other vacant and available positions in lower classifications for which they are qualified.
 - b) EE's shall not be required to compete for positions. EE's who meet the qualifications as provided in section 3 above shall be offered positions. EE's shall not be required to pass pre employment medical, agility, behavioral or polygraph examinations.

- 7) Probationary periods and grievance rights
 - a) Employees who have passed probation with the LA shall not be required to serve a new probationary period with the RA. This includes both original and promotional probationary periods.
 - b) Transferring employees who are on probation shall serve the remainder of their RA's established probationary period (service credit toward completion of probation shall be transferred). They shall have the same degree of access to the grievance procedure for non-disciplinary matters other probationary employees of the RA.

- 8) Salaries. This section prescribes salary effects of transfers between employers. Its purpose is to balance the goal of keeping transferring "whole" while adhering to the legal and ethical principle of equal pay for equal work – not continuing pay from the former employer where to do so would create inequities in relation to existing employees of the receiving agency.
 - a) TE's shall be appointed at the first (lowest) step in the salary range of the RA that equals or exceeds their former salary. That is the step which avoids a pay reduction but minimizes the increase. EE's whose salary exceeds the maximum base salary in the range shall be placed at the top step in the range and are not eligible for "red circling" of their salary with the LA. What is considered salary for this purpose is defined in section 73.
 - b) TE's shall be eligible for shift differential, incentive pay and other premium pay in accordance with the rules and policies of the RA.
 - c) For the purpose of step placement under section 7.1, consideration of certain premium pay such as for education, longevity or work on holidays *ili depend on whether the RA offers or does not offer the same premiums for the same factor or purpose such as work on a holiday or longevity pay. If the RA has such a premium, the TE will have to qualify under the criteria if the RA's program and the premium received from the LA will not be considered in the computation of salary under section 7.1. For example, if the RA's offers additional pay based on longevity, the employee's longevity premium will not be considered as regular salary and the employee will receive longevity pay, if eligible, under the terms of the RA's rules and criteria. If the RA has no such premium and the TE would therefore "lose" this compensation via the transfer, the premium will be considered as salary under 7.1 and will be considered in determining the proper step placement.
 - d) Other premiums specific to the job assignment or schedule with the former agency (such as shift differential) will not be considered for step placement purposes and the premiums will continue only if warranted by the employees shift or assignment with the new agency and in accordance with the terms of the policies or labor contracts of the new agency.
 - e) The effect of participating or not participating in Social Security will be considered in determining step placements. For example, when a transfer is taking place causing an employee to have to begin making a FICA contribution, the "FICA effect" will be considered in making the step placement in such a way as

to minimize the effect on take-home wages. Conversely, a gain in take-home caused by discontinuing FICA contributions will also be taking into effect.

- f) TE's who were eligible for a future step increase with the LA and who are placed below the top of the range with the RA will be eligible to have the time served credited toward their next step increase with the RA. For example, an employee at step 3 of the LA range who is placed at step 4 of the RA range and who transfers three months before their next step increase was due would be considered for a step increase with the RA after three months.
 - g) Notwithstanding the transfer of seniority or service credit, TE's shall not be eligible for "grand fathered" pat and benefits programs which are restricted to employees hired prior to a certain date with the RA. For example an employee transferring with a service date of 1983 would not be eligible for a benefit which is limited to employees hired by the RA before 1984.
- 9) Leave balances
- a) Vacation and "PDO". TE's may transfer accumulated vacation, PDO or other "vested" type leave balances, up to the RA's maximum allowable balance less six month's worth of accrual, For example, if the RA allows balances up to 40 days and the employee will earn two days per month in the Ram they could transfer up to 29 days vacation. (40 days minus 12 day, half-year accrual). The LA must transfer funds equal to the value of the leave transferred. The value shall be computed at the leave's payoff value with the LA.
 - b) Sick Leave. If provided by (and to the degree provided by) the policies/agreements of the LA, sick leave eligible for cash out on separation shall be cashed out by the LA. Accumulated sick leave which is not cashed out shall transfer with the employee, up to the RA's allowable maximum accumulation. No inter-agency fund transfer is required for sick leave transfers.
 - c) Compensatory time and floating holidays. Compensatory time and floating holidays will not transfer with the employee and will be paid upon separation consistent with the policies of the LA.
- 10) Seniority Status
- a) Once employed by the RA, seniority shall be calculated and used as identified in the policies and agreements of the RA. However, TEs shall receive credit for seniority based on combined, continuous service with the RA and LA for the following purposes, to the extent that seniority is considered for these purposes by the RA:
 - (i) Accrual of paid leave
 - (ii) Scheduling of time off
 - (iii) Longevity pay
 - (iv) Bidding of shifts and assignments
 - (v) Layoff selection, reassignment and bumping
 - b) Upon transfer, it is understood that the computation of seniority will be based on the rules of the RA. For example, seniority may be computed by the RA based on service within the bargaining unit, department, job classification or agency. The

intent of this section is that TEs receive credit for service with the LA as if it had been acquired with the RA and consistent with the rules within the RA.

- c) Notwithstanding the transfer of seniority provided by sections 9.1 and 9.2, transferring employees will not be entitled to any salary and benefits or two-tiered systems tied to hire date. For example, the County has certain vacation accrual schedules in place for employees hired before 1984. City employees transferred to the County would not be eligible for such programs, even if their City hire date was 1983 or earlier.

11) Insurance Benefits

- a) TEs will be eligible for coverage under the terms and conditions of the RA's insurance benefit programs. Coverage with the LA will terminate the last day of the last month of employment with the LA and commence the first day of the following month with the RA. Consistent with state law, pre-existing condition exclusions and new employee waiting periods for medical/dental insurance coverage will not be required.

12) Other Provisions

- a) Topics of negotiation between an agency and its labor organization(s) will be limited to wages, hours and working conditions, as defined by RCW 41.56, in/with that particular agency. Neither an agency nor its labor organization(s) has the authority to enter into agreements concerning wages, hours and working conditions affecting other agencies or bargaining units.
- b) Inclusion of permissive subjects of bargaining in this memorandum is solely for the purpose of codifying agreements between employer and the affected labor organization on the subject. Examples of these provisions including staffing level decisions by the RA and the transfer of funds relative to transferred leave balances.

13) Early Transfer Program (ETP)

- a) Summary. The ETP is a special program designed to facilitate early transfer of City or County employees to positions with the other agency if they hold positions ultimately targeted for transfer or elimination. It provides that employees in "threatened" jobs and departments can move laterally to positions with the other entity up to one year in advance of the organizational action, without a competitive selection process and with the same handling of pay and benefits issues as would be applicable in a layoff situation.
- b) Eligibility for the ETP program is conditioned upon three factors; a qualifying event, the timing of the transfer and the program eligibility based on the department and job classification in question:
 - i) Qualifying Event (QE). An annexation, consolidation, transfer of functions, or other inter-local agreement that will result in cause movement of positions and employees between the City and the County.
 - ii) Program Eligibility. Eligibility is limited to employees in job classifications and departments slated for transfer to the other agency via a QE. Employees in job classifications or departments which are not affected and not eligible.

Employees in affected job classifications who, by virtue of seniority, are not in danger of layoff are still eligible for the ETP program.

- iii) Time Eligibility. Eligibility is limited to the 12 month period preceding a scheduled or anticipated QE.
- c) Scope. The ETP program is available to represented and non represented employees.
- d) Operation. The program is invoked in one of two ways:
 - i) The RA has a vacant position available in a classification and department in which a transfer of positions via a QE is slated to occur within the 12 month eligibility period. The position may be a new position or one which is available through attrition.
 - ii) Positions may be made available through an early move of a position from the LA to the RA due to vacancy. For example, if eight planner positions are to be created by the City on 01-01-00 due to annexation, and a vacancy occurs in the County on 03-01-99, the departments involved could agree to transition a position (one of the eight) early to the City, invoking the ETP. A position may be “moved” only if the LA agrees to transfer funding and to not refill the position.
- e) Transfer Eligibility
 - i) When an ETP Position is available under the conditions above, it will be made available to (and only to) employees in the LA who are employed in the equivalent classification in the LA. Employee desires to move “upward” to a position with the RA must do so by competitive examination. The ETP program is a lateral transfer opportunity.
 - ii) Exception: If the position with the RA is available on a stand-alone basis (a new position or one available through attrition) LA employees in qualifying departments in higher classification within the same job family are eligible. For example, a Sr. Office Assistant in County Community Development could apply for an OAI position in the City. However, both the County and City Department and job family must be one in which there is a slated transfer of positions due to a QE; annexation, transfer of functions, consolidation, etc. Movements between the agencies between department and positions which are not “threatened”, e.g. regional services, may one be made through normal hiring practices.
- f) Selection by the RA
 - i) The available ETP position will be posted within the applicable department(s) of the LA as an ETP opportunity. The posting period will be a minimum of 10 business days. All qualified and eligible employees with the LA may apply and the position will not be available to other employees of the RA, external applicants, or ineligible employees of the LA.
 - ii) If there is only one eligible and qualified candidate, the position shall be offered to that candidate provided the candidate meets all criteria for transfer listed in section 3 above.
 - iii) If there is more than one candidate, the RA may conduct a competitive selection process and hire the candidate considered most qualified for the position.

- iv) If there are two or more candidates who are substantially equal in qualification, seniority, as defined by the RA's labor agreements, rules or policies, will be used as a tie breaker. For the purposes of this section, qualifications shall include education, experience (amount and relatedness of each), specialized skills, knowledge and abilities, licenses, certifications or other credentials, test and interview scores in the selection process, reference checks and performance history with the LA.
- g) Pay and Benefits An employee who is appointed to a position with the RA under the ETP will receive all rights and privileges relative to salary, benefits and seniority that this agreement/policy extends to employees who are displaced or transferred via a qualifying event.

14) Dispute Resolution

- a) Any dispute concerning the meaning or application of this agreement shall be resolved in accordance with the grievance procedure of the agreement between the affected agency (ies) and labor organization(s).
- b) All affected parties shall be afforded the right to participate in and be a party to any settlement, amendment, modification or arbitration of any dispute or grievance concerning this agreement.

15) Signatories to this Agreement

- a) Appendix B of this Master Agreement present the signatories to this agreement, which include representatives of the City and County, the County Sheriff, the City of Vancouver Police Department and representatives of the Joint Labor Coalition of Clark County.

SECTION 8 INTERAGENCY TRANSFER: LAW ENFORCEMENT

- 1) The purpose of this Section is to clarify the conditions that apply to transfers of deputies and other law enforcement personnel to the Vancouver Police Department and to establish a process for termination of service contracts negotiated by the City and County if the proposed conditions are successfully challenged through a negotiation or arbitration process. The principles of Section 7, Interagency Transfers, shall apply except when specifically superseded by this Section or by a Transition Services Agreement.
 - a) All County deputies slated for layoff are assured of employment with the City as sworn lay enforcement officers. The City agrees to consider the reemployment rights period as beginning with the date of layoff by the County, not the date of annexation.
 - b) All rights and benefits provided by RCW 35.13.360 through RCW 35.13.400 shall be provided to those deputies laid off by virtue of inverse seniority, including layoff seniority. It is the City's policy position that transfer of seniority shall also be applied for purposes of any subsequent layoff from the City, however, it is understood that this issue is currently a matter of arbitration with the Vancouver Police Officers' Guild. All such employees will be transferred

laterally: deputy to officer, Sergeant to Sergeant, Lieutenant to Lieutenant and so forth.

- c) As a matter of policy, the City will accept all deputies identified for layoff by the County, but only up to the total number of County employees displaced by the annexation. The City makes no assurance as to the treatment of deputies under RCW 35.13.360 through RCW 35.13.400 or their rights under the agreement between the City and the Vancouver Police Officers Guild. However, the City intends to grant, as a matter of policy, the “portability” of rights and benefits contemplated by RCW 35.13.380 to include seniority, rank, benefits, privileges and rights the employee would have been entitled to had the deputy been a member of the police department from the beginning of his or her employment with the County; excluding seniority for layoff.
- d) The City intends this treatment for all displaced deputies regardless of the County process of layoff determination.
- e) The City of Vancouver agrees to jointly share presentation responsibilities with the County in the event of arbitration with the Vancouver Police Officers Guild regarding issues surrounding transfer of personnel between the Vancouver Police Department and the Clark County Sheriff’s Office.
- f) The City will not invoke any bar to transfer based on the 90 day notice requirements of RCW 35.13.400.
- g) This Master Agreement may be amended by the Sheriff should the above assurances not be achievable, on the City’s own volition or by reason of the labor agreement between the City of Vancouver and the Vancouver Police Officers Guild, or through the negotiation of a Transition Service Agreement. The Sheriff shall provide a minimum of ninety days written notice to the City of intent to amend this agreement. Notice of intent to amend may be submitted not sooner than ninety days following the culmination of negotiations or arbitration or from the date of any other action, or event which effectively provides notice that such treatment will not be available to County deputies or law enforcement personnel.
- h) Appendix C of this Master Agreement contains the signatories to this agreement.

SECTION 9 COMMUNITY DEVELOPMENT

- 1) Purpose and Guiding Principles
 - a) The City will, as much as practical, assume full responsibility for planning, engineering and building permits, inspections and enforcement actions and long range planning and growth management services as of the effective date of any annexation;
 - b) The County may process certain permit applications, inspections, enforcement activities, and long range planning services on behalf of the City if it will assist in an orderly transfer of authority and jurisdiction;
 - c) Processing of applications will be administrative and ministerial only, and that any and all discretionary actions will be made by the City;
 - d) The City will assume full responsibility for code enforcement as of the effective date of any annexation.

2) Procedures Common to All Community Development Activities

- a) The following procedures are common to all activities of the community development, unless specifically excepted by this Master Agreement or a Transition Services Agreement.
- b) New Permit Applications
 - i) As of the date of annexation, all new applications, inspections, and enforcement actions on those properties within the annexed area shall be submitted to the City, which shall assume jurisdiction thereof.
- c) Renewals and Extensions
 - i) For those projects remaining with the County, the County agrees NOT to accept requests for permit renewals or extensions. The County further agrees to accept requests for ancillary permits only for mechanical or fire systems for buildings under construction, and when such ancillary permits are necessary to complete construction of the project under the terms on this agreement. The County will NOT accept permit applications that seek to extend the use or dimensions of the project under construction, or which seek approval for free standing signs, tenant improvements, or accessory structures.
- d) List of Applications in Process
 - i) The County will prepare and send to the City within 15 days of the execution of an annexation a preliminary list of all permit applications received, pending, or under inspection within the annexed area.
 - ii) Six months following the date of annexation, and thereafter as mutually agreed upon, the City and County will jointly review the status of the applications in process.
- e) Transfer of Files and Sharing Information
 - i) The County agrees to allow the City staff access to the County's computerized permits tracking system in such a manner that the City staff can enter plan review and inspection data onto the system for those properties annexed into the City. The County agrees to transfer all relevant paper files to the City for areas annexed to the City within 30 days following annexations, except for building permits for single and two family dwellings. The County will continue to microfilm all single-family and two-family permits issued by the County within the annexed area prior to annexation. One year after the date of annexation, microfilmed files will be transferred to the City.
 - ii) Advisory Notice. The County and City will jointly prepare and have available for applicants and other interested parties a document describing the handling of permits and related applications based on this agreement. The County agrees to provide a general advisory notice that new building and related permit requests within the area to be annexed or annexed must be submitted to the City after the effective date of annexation.

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Deleted: prior to the execution of a Transition Service Agreement, a preliminary list of all pre-annexation permits pending within the annexed area. A final list will be prepared and delivered to the City within 30 days of the date of annexation. The City and County may mutually agree to exclude any permits or applications from the list, meaning that the City will process the applications under County regulations. Such exclusion shall be by written notice to the County within 15 days following receipt of the final applicable list. The City and County may thereafter mutually agree to exclude from this agreement any additional permits or applications on the list.

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3) Assignment of County Employees to the City

- a) At the City's request, the County will assign staff to the City to assist with the additional City workload during the transition for a period of 180 days from the date an annexation unless otherwise extended. The County will bill the City for

such staff on an hourly basis. The City shall compensate the County for said employees salaries, benefits, and overhead as per the financial section of this Master Agreement or a Transition Services Agreement. Control of personnel assigned by the County to process applications under this agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County. The City may, however, request reassignment of any County employee working under a service contract with the City. No later than 180 days after annexation (unless otherwise extended) the City will be fully staffed to provide services to a newly annexed area. However, the City and County may, by mutual agreement, continue to make County staff available to the City on a contractual basis.

4) Building Permits, Building Plan Review and Building Inspection: Special Provisions

a) Types of Permits

i) The types of building related permits covered within this agreement include but are not limited to:

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- Residential and commercial building permits
- Mechanical permits
- Plumbing permits
- Occupancy permits, including tenant occupancy permits
- Fire systems and fire sprinkler permits
- Building permit related grading and clearing permits
- Demolition permits

And are hereinafter referred to as “building and related permits.”

b) Exceptions and Vesting

i) Review of applications vested under County regulations shall be in accordance with County regulations under which the application is vested.

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ii) The exceptions to the City assuming jurisdiction for building and related permits inspections shall be as follows:

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- (1) One and two unit residential dwelling units if the building permit has been issued by the County prior to the date of annexation;
- (2) Projects other than one and two unit residential dwelling units that are substantially complete, such that only a final inspection remains to be done;
- (3) Any other project for which a permit has been issued when the City and County mutually agree said permit should continue to be processed by the County.

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For these exceptions, the County will continue to provide building inspection services, including final inspections and issuance of certificates of occupancy at the completion of the projects.

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Deleted: and associated plan review fees shall be transferred to the City. The City shall accept the plan review fees as its full plan review fees, and shall then assume responsibility for the review and processing of the application, including providing the inspection services. If the applicant has already paid the building permit fees to the County, the County shall reimburse said fees to the applicant, who shall then pay building permit fees to the City at the same rate as set by the County.

c) Procedure for Continued Processing of Permit Application

i) If the building permit application has been received by the County prior to the annexation, and processing and plan review has not yet started as of the effective date of annexation, the permit application and applicable fees shall be returned to the applicant.

ii) If the County has accepted the plan review fee and has started on the plan review but has not yet issued a permit, the County shall complete said plan review but NOT issue a building permit. The County will transfer the complete application to the City, which shall accept the plans reviewed and approved by the County. The City will thereupon be responsible for all further processing and inspections related to the application.

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iii) If the Building permit has been issued and construction has begun, the County will complete the work authorized under the County permit, unless mutually agreed otherwise by both parties. The County will be responsible for coordination with Washington State Department of Labor and Industry concerning electrical inspections and fees.

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iv) For any applications within the annexed area erroneously accepted by the County following the effective date of annexations, the County shall return fees collected directly to the applicant.

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d) Building Codes Enforcement

i) The County will be responsible for completing enforcement actions pending at the time of annexation. Within 15 days of the effective date of annexations, the County will provide a list to the City of all pending enforcement actions relating to building permits. The County, by mutual agreement with the City, may transfer enforcement responsibility to the City for specific projects.

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5) Land Use (Preliminary Land Division): Special Provisions

a) Types of Permits Included

The type of land use related applications and permits include, but are not limited to:

- Site plan review;
- Conditional use permits;
- Development code variances;
- Boundary line adjustments;
- Planned developments including master planned developments;
- Subdivisions and short plats;
- Land use related grading and clearing permits;
- Shoreline permits;
- Home occupations permits;
- Wetland permits;
- Sign permits; and
- Development agreements.

b) Land Use Applications in process at the date of annexation

i) The City recognizes the County's contingent vesting process. Land use applications or counter complete pre-applications within the annexed area, filed with the County prior to the date of annexation and determined to be technically complete by the County as per Clark County Code 40, shall continue to be processed by the County under County regulations, unless specifically excluded in this Master Agreement.

Deleted: The City may process certain applications under County regulations. These include application or counter complete pre-applications filed with the County prior to the annexations, determined to be technically complete by the County as per Clark County Code and either excluded from the agreement or transferred to the City as per Section 2, Subsection C.7.

ii)

- iii) Applications which are not contingently vested will be treated as new applications, subject to City regulations. This includes applications filed with the County prior to annexations, and determined NOT to be technically complete.
 - iv) The City may contract with the County to process new applications submitted to the City after the date of annexations.
 - v) Any new application submitted to the City after the date of annexation being processed by the County under a contract for services with the City shall be processed under City development codes, procedures and fees.
 - vi) This Master Agreement does not apply to any annexation area applications transferred to the City or accepted, reviewed, or otherwise processed by the City prior to the date of annexation. Further, if the City begins to process an application prior to the date of annexations, it will do so only as a courtesy to the applicant, and no vested rights shall accrue to the property owner as a result of the City's provision of such advance services. The City will not make any final decisions or grant any permits prior to the date of annexation.
 - vii) One year following the date of annexations all land use applications which were submitted to the County prior to the effective date of annexations, regardless of the project's vesting status, shall be transferred to the City for further review and completion under County regulations. However, short plats, subdivision and planned developments are accepted from this date, and will instead transfer to the City at the completion of a phase, as described herein.
 - viii) Applicants who ~~filed an application with the County and wish to submit an application to the City for the same project must first withdraw their application from the County. Applicants shall not vest under County regulations and have their applications processed under City regulations.~~
- c) Hearings, Decisions and Notice
- i) The County shall solicit comments from the City for those applications submitted to the County prior to the date of annexation which are being processed under this section, and provide copies of its staff report and recommendations to the City.
 - ii) The County will prepare a draft staff report for review and release by the City's Community Development Director or designee to the City's designated decision maker when the County is processing applications under a service contract with the City.
 - iii) The County shall be responsible for scheduling, providing notice of, and conducting any public hearing required in conjunction with the application for County Type II decisions appealed to the County Hearings Examiner, or for County Type III decisions submitted prior to the date of annexation. The City shall be responsible for scheduling, providing notice of and conducting and required public hearings for all applications being processed by the County under a service contract with the City.
- d) Hearing Examiner
- The County will continue to conduct at the County's expense any quasi-judicial hearings before the County Hearings Examiner related to those land use permits

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or applications being processed. It shall continue its review of said application until a decision is made, or until the date prescribed in the SECTION REFERENCE of this agreement.

- e) Appeals
 - i) Appeals filed on applications which the County is processing shall go to the appeals body specified in the County Development Code.
 - ii) Appeals filed on any project which the County is processing under a service agreement with the City, shall go to the appeals body specified in the City Development Code. The County will process said appeals and provide a draft staff report for review and release by the City's Community Development Director or designee to the City Appeals body.

g) Adoption of New Regulations

The City will consider as binding conditions of concomitant rezones, as well as development agreements entered into between the County and the property owner(s), as per VMC Chapter 20.03.120.

h) SEPA Compliance

- i) All SEPA regulatory review shall be tied to the primary application. The County shall provide environmental review under SEPA on all applications which are being processed under this section. The City will assume responsibility for the environmental review of any application which the City has excluded from this agreement.
- ii) Any applications which the County is processing under a service contract with the City shall be reviewed under the City's SEPA requirements.
- iii) At the time of the effective date of an annexation, if the County has determined that an environmental impact statement is necessary for an application, the County shall be responsible for the completion of the impact statement up to the hearing stage on the environmental impact statement. The City may, however, at its option, assume lead agency status and complete the environmental impact statement instead of the County.
- iv) The County will notify the City's Responsible Official when a SEPA determination is required, and will not take final action upon the application until the City's Responsible Official has been notified, for those applications which were submitted to the County prior to annexation
- v) The County shall hear any and all pending and future appeals from the County's SEPA threshold determinations and other SEPA matters relating to project's being processed under SECTION REFERENCE.

i) Enforcement

- i) The County may, as independent contractor on behalf of the City, enforce conditions of approval for those applications over which the County has retained review authority pursuant to this agreement. The County will continue to have responsibility for any County enforcement actions related to County land use codes violations within the annexed areas pending as of the date of annexation.
- ii) The City may, as independent contractor on behalf of the City, enforce conditions placed upon applications by the County, when the City and County

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The County will act as an agent for the City for processing and enforcement of any forest practices and wetland applications, in accordance with the City's Code and regulations dealing with such permits, for properties within any annexed area. The plans and fees for any new application will be submitted to the City. The fee will be set in an amount that the City and County agree is adequate to cover the County's cost of administering such permits, and will be used to reimburse the County for its costs in reviewing such applications, without further reimbursement from the City.¶

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have agreed to transfer such applications to the City for processing under County development codes.

6) Development Engineering (Final Plan Review): Special Provisions

a) Types of Permits

Plan reviews, permits and inspections covered within this agreement include but are not limited to:

- Subdivision, short plats and planned developments, both preliminary and final engineering review
- Drainage reviews
- Floodplain review
- Floodplain permit
- Grading and site preparation
- Storm water variance
- Road modifications
- Final plat approval
- Storm water maintenance warranty

Hereinafter referred to as “development engineering related permits”.

b) Permit Applications Already in Progress

- i) Applications ~~already in progress, tied to or considered a planning application or a building application~~ will be processed in accordance with the Land Use or Building provisions of this Master Agreement.
- ii) Applications which are neither of the above will be processed in accordance with this Section.

c) Short Plats, Subdivisions and Planned Developments

i) In those cases where preliminary approval of a short plat, subdivision or planned development has been granted prior to annexation, and applications for final plan approval have been submitted, the County shall complete the final plan approval, unless mutually agreed otherwise. For purposes of this agreement, “final plan review phases” include:

- Final Planned Development approval
- Final plat approval, engineering plan approval and construction inspections
- Acceptance of public improvements and of maintenance guarantee
- Release of maintenance guarantee

ii) The county will make all reasonable efforts to interpret County code in a manner that achieves conformance with the intent of the City code.

ii) If preliminary land use approval has been awarded, but no final plan review applications have been submitted, the project will transfer to the city.

iii) Nothing in this agreement shall prohibit the City from negotiating with the County, on a case-by-case basis, for additional work and completion of subsequent post preliminary approval review phases.

iv) All financial guarantees required of the applicant shall be transferred or assigned to the City at the completion of the current review phase to secure compliance with the requirement of subsequent review phases. If the financial

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<#>Final Planned Development approval¶
<#>Final plat approval, engineering plan approval and construction inspections¶
<#>Acceptance of public improvements and of maintenance guarantee¶
Release of maintenance guarantee

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guarantee cannot be assigned to the City, the County will enforce the provisions of such guarantee on behalf of the City in accordance with this agreement. The City shall then have sole discretion over the assessment of required performance and the release of said guarantees. (As an example, if the County completes the final inspection of the construction, the City would then accept the improvements, along with the maintenance bond guaranteeing such improvements.)

- v) All final plats submitted after the date of annexation shall be signed by the responsible officials designated in the City development Code.
- d) Exceptions and Special Provisions
 - i) Certain grading and site preparation permits are not tied to a separate building or planning application. The County will continue to process these grading and site preparation permit applications. For complete applications filed with the County prior to the date of annexation, it will request comments from the City on the application prior to issuance.
 - ii) The County may contract with the City for processing of applications or permits which are in plan review, permitting, or inspection by the County prior to the date of annexation as in this Master Agreement. Wetland applications, predeterminations and permits are exempted from this contractual agreement.

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The 1997 agreement is silent on the following issues:

Development inspection. We could probably reference building inspection. Inspections as per maintenance warranty guarantee.

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7) Fire Prevention Services

a) Applications in Process

Fire review for Building permits and Land Use applications will be processed in accordance with the Building and Land Use sections of this agreement.

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Commencing on the date of any annexation, City shall assume full responsibility for enforcement of the codes and ordinances relative to fire protection in the newly annexed areas. Such enforcement shall include the periodic inspection of new and existing occupancies, issuance of fire code permits, collection of fees, fire investigation and any other functions consistent with City of Vancouver ordinances, policies and practices

8) Growth Management

a) Dockets

i) All cases within an annexed area shall be removed from the county's annual docket at the date of annexation.

b) Annual Reviews

- i) As of the date of the annexation, the County will not accept Annual Review applications within the annexed areas.
- ii) Accepted pre-applications or applications deemed not fully complete shall be returned to the applicant. Refund policies as standardly applied by the County shall apply.
- iii) Applications in process and accompanying fees shall be transferred to the City as of the date of annexation. The City shall make all reasonable accommodation to coordinate the schedule of the County process with the City process.

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- c) As of the date of annexation, the City assumes responsibility for all long range planning and growth management services within an annexed area.
- d) The City does not expect to contract with the County for on-going growth management services. However, nothing in this agreement shall preclude the City and the County from working collaboratively on special projects, from jointly funding certain planning projects, or from either contracting with the other specialized services.

9) Code Enforcement

a) Code Enforcement Defined

For purposes of this agreement, "Code Enforcement" means ensuring compliance with the Building Codes, Zoning Ordinance and Development Codes, Nuisance Ordinance, and Wetland and Erosion Control ordinances. County Code Enforcement does not currently include handling abandoned vehicles within the public right-of-ways, or eliminating graffiti on buildings, as the City program does. The County's program includes enforcing tall grass regulations.

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b) Code Enforcement Actions in Process

- i) The City will be responsible for completing enforcement actions pending at the time of annexation, except as provided in this section. The City, by mutual agreement with the County, may enter into a separate enforcement service contract with the County for managing specific cases.
- ii) The County shall continue to process enforcement issues where a citation has already been issued through the County's Hearings Examiner and appeals body.
- iii) The City will accept responsibility for further enforcement of or modification to any compliance agreement already in effect.
- iv) The County shall inform the City Code Enforcement Supervisor of pending compliance agreements, where a compliance agreement is being negotiated after annexation. The City may then, at its option, be a party to any such compliance agreements.

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c) Other Enforcement Actions

Where the County incurred expenses abating a code violation, the County may assess a lien on the property on which the code violation existed. The County may collect on said lien in accordance with the County's normal process for such.

SECTION 10 TRANSPORTATION AND STORMWATER CAPITAL

1) Principles

- a) The County has developed a Six Year Transportation Improvement Plan that identifies transportation projects and has programmed them for construction, and County has worked with the residents of this area to develop projects and plans that address future transportation needs.
- b) It is the intent of the City to adopt the Six Year Transportation Improvement Plan within newly annexed areas.

- c) The County may amend the Six Year Transportation Improvement Program on an annual basis.
 - d) The County has a Clean Water Capital Improvement Program that identifies new capital and retrofit projects as planned throughout Clark County.
 - e) The City and the County agree that a logical transition should take place that assures seamless completion of the transportation and storm water system that meets the needs of the community.
 - f) The City and the County have different financing mechanisms for funding the transportation and storm water systems located within their respective jurisdictions that must be coordinated in annexed areas.
 - g) The City and the County agree to jointly develop and propose funding alternatives that address the major transportation and storm water needs of the community.
- 2) Projects Currently in Progress
- a) The County is nearing the adoption of the DATE through DATE Six Year Transportation Improvement Program. A Storm water Capital Improvement Program will be adopted. In addition to the projects proposed in these documents are projects currently in various stages of design, right-of-way acquisition and construction.
 - b) The City will assume financial responsibility for the local share of all projects in the annexation area regardless of phase of completion after the date of annexation.
 - c) The County will complete projects that have been initiated by the COUNTY through design, right-of-way or construction
- 3) Project Design and Construction
- a) The City may contract with the County for design, survey, right-of-way services, and construction and project management services. The scope of services will be defined, cost estimates for the proposed work developed and schedules agreed upon prior to beginning the work.
 - b) The City shall assign a staff engineer to oversee each project and be the specific contact for the City. The County will assign a project manager to manage the development and design of the project the two staff persons shall cooperate collectively, in the development of design concepts, beginning with the preliminary design process through the preparation of the design plans, specifications and estimates.
 - c) Projects that cannot be designed, using current County staffing levels, will be designed and/or managed by the City. The City reserves the right to contract with the County, design with in-house CITY staff or to use outside professional services on any or all elements of a design project.
 - d) The City reserves the right to modify, create and define design standards and parameters for projects or portions of projects with a local share provided by the City.
 - e) The County shall design each project under the supervision of a registered professional engineer, licensed as a civil engineer within the State of Washington. The engineer shall place his/her stamp on all plans and specifications.

- f) The City agrees to fund the local share costs for all projects on the adopted DATE 2002 Six Year Transportation Improvement Program and the adopted Storm water program undertaken in the annexation area. This includes those projects designed and constructed by the County under contract to the City or performed directly under the terms of this Master Agreement or a Transition Services Agreement.

- 4) Transportation Impact Fees
 - a) The “Coordinated Impact Fee Program” adopted in 1997 and subsequently amended guides administration of the Coordinated Impact Fee Program. The City and County agree to the following principles. Amendments to the CIFP and Transition Services Agreements shall be consistent with these principles:
 - i) The County will transfer to the City all fund balances in the TIF districts wholly or partially annexed by the City.
 - ii) The CITY agrees to maintain accounting control on such districts and to report quarterly to the County on balances and expenditures.
 - iii) In those districts wholly within the City, the City shall make the sole determination on projects and funding.
 - iv) For those districts that are partially within the City and partially under County authority, the City and the County agree to establish a joint decision making process for project selection and prioritizing.
 - v) The City and the County agree to fund the local share for projects within their own jurisdiction.
 - vi) For projects that fall within both jurisdictions, the City and the County agree to prorate the local share based upon a negotiated amount prior to the start of a project. The City and the County agree to honor TIF credits within the appropriate district that have been issued by each agency.

- 5) Clean Water Fee

The County agrees that proceeds from storm water facility land sales in the Burnt Bridge Creek watershed that are not budgeted for a project underway at the time of annexation will be transferred to the City at the time of annexation, unless the transfer is specifically superseded by a Transition Services Agreement.

- 6) Developer Agreements

For the purpose of developing the roadway network, the County has negotiated and developed individual road improvement and financing agreements with various individuals. These agreements shall be assigned to the City. Where roadway projects exist that fall within one or more TIP districts and/or where such projects fall within the jurisdictions of both the City and the County, both agencies shall be a part of any and all negotiations. The City shall agree to be a signatory on all future agreements entered into by the County.

SECTION 11 PARKS, ROADS, AND DRAINAGE MAINTENANCE

- 1) Principles
 - a) Parks, roads, storm water and drainage facilities are significant investments that must be maintained in good working order.
 - b) As annexations occur, and facilities transition to the City, the County and the City's labor and equipment needs will change. The transition should be seamless to the public.
 - c) Transition of equipment is governed by the Financial Administration section of this Master Agreement, subject to revision by a Transition Services Agreement.
 - d) Transfer of staff is governed by the Interagency Transfer section of this agreement, subject to revision of a Transition Services Agreement
 - e) The City and the County may implement service contracts to transition services.
 - f) The cumulative effect of small annexations on labor and equipment needs should be anticipated and accommodated in Transition Services Agreements.

- 2) Parks and Open Space Maintenance Services
 - a) Services to be transitioned or contracted include but are not limited to:
 - i) Customer/Citizen Requests for Services
 - ii) Grounds Maintenance:
 - 1) Mowing: Mow refined turf areas and large grass areas with various types of equipment. Cutting height and frequencies may vary.
 - 2) Turf Maintenance: Maintenance of turf areas such as edging walkways and picnic table pads, fertilizing refined and improved turf areas, removal of all storm and flood related debris, and turf renovation which consists of limited topdressing of sport field, over seeding, topdressing, and replacement of damaged or worn turf.
 - 3) Landscape Maintenance: Tree and shrub replacement, tree and shrub pruning, fertilizing of trees and shrubs, general clean up/raking of shrub beds, and application of bark/mulch to shrub beds.
 - 4) Chemical Application: Under the guidelines of IPM weeds will be controlled in turn grass areas, shrub beds, fence lines, paths, and parking lots.
 - 5) Irrigation: Maintenance and repair of both manual and automatic irrigation systems.
 - 6) Recreation Facilities: Maintain and inspect play equipment, clean and repair BBQ's/stoves, clean sand beaches, maintain picnic tables, park benches, tennis courts, horseshoe pits, and other recreational facilities.
 - 7) Facilities and Equipment: Clean and provide janitorial services to restrooms, bathhouses, shelters, and work stations. Clean interior and exterior of park buildings. Maintain County owned dumpsters and contract for garbage collection service during regular park hours.
 - 8) Pedestrian Control: Maintain fencing, railing, bollards and gates for control of vehicular and pedestrian traffic. Maintenance and repair of all park ordinance and interpretation signs. Manage the lock and key system for the park system.
 - iii) Facilities Maintenance:

- 1) Maintain and repair park structures and facilities. Maintenance activities include carpentry, electrical, plumbing, masonry, metal work, HVAC repair, and equipment repair.
- iv) Administrative Maintenance:
 - 1) Provide training for parks maintenance staff, administer the Watchperson program, monitor expenditures for maintenance of park properties and facilities, and provide accounts payable services to maintain park properties, payment of utilities and services to park properties.
- v) Maintenance Standards and Practices
 - 1) Maintenance standards and practices shall be defined in Transition Services Agreements.
- vi) Road and Operations Maintenance
 - 1) Services to be transitioned or contracted include but are not limited to:
 - a) Customer/Citizen Requests for Services:
 - b) Road and Shoulder Maintenance: Maintenance of roadways and shoulders through pothole repair; rocking shoulders; crack filling; grind and patch; pre-levels; snivey patch (oil and rock); street sweeping; and ditching
 - c) Pavement Management: Application of overlays; slurry seals; chip seals; and SAMs; also includes activities relating to locates and inspection requirements. Both Clark County and the City of Vancouver have pavement management programs that can be coordinated in annexation areas. City and County staffs will meet to determine the pavement condition and ratings on all pavements within the annexation areas. Clark County will provide the City of Vancouver with maintenance plans and schedules for the affected areas.
 - d) Snow/Ice Control: Plowing; sanding; and de-icing.
 - e) Sidewalk Repairs: Repair of damaged sidewalk sections.
 - f) Traffic Control: Signal maintenance; installation and maintenance of signs; pavement markings and striping; bridge and guard rail maintenance. Clark County and the City of Vancouver will develop a coordinated program of signal design and maintenance of signals and signs which will reduce the costs to the public irrespective of annexations.
 - 2) Roadside Vegetation: Roadside mowing; median maintenance; spraying; brush cutting and weed-eating. Clark County and the City of Vancouver have vegetation programs that can be coordinated in the annexation areas.
 - 3) Litter Control: Litter pick-up along roadways.
- vii) Drainage and Storm water Maintenance Services
 - 1) Storm water services shall be performed. At a minimum, to the level prescribed in the County's Phase 1 NPDES permit or the City's Phase 2 permit (anticipated approval in 2005), or to the level prescribed in subsequent permits. Services to be transitioned include but are not limited to:
 - 2) Customer/Citizen Requests for Services:

- a) Street Sweeping: Sweeping will take place 9 times per year for residential areas and 12 times per year for arterials, unless superseded by a Transition Services Agreement
- b) Catch Basin, Drywell, Roadside Ditches, Culverts, and Storm Line Cleaning: Catch Basins will be cleared as necessary with round the clock response within 60 minutes; catch basins will be cleaned once per year; drywells every 3-5 years (consistent with existing County maintenance schedule), and storm lines will be cleaned as necessary. Other items will be inspected and maintained in a systematic manner.
- c) Storm water Facilities: Facilities maintenance and inspections will be performed in a systematic manner, consistent with current maintenance practices, unless superseded by a Transition Services Agreement.
- d) Capital Improvements: Storm system installation, which includes catch basins, drywells, manholes, and storm lines, will be consistent with the Drainage Plan. All capital improvements require prior approval by the City's Public Works Director or his or her designee.
- e) Maintenance Standards and Practices: Maintenance Standards and Practices will be defined in Transition Services Agreements.
- f) Water Resources Monitoring: Monitoring consists of operation of permanent rain gauges, stream flow gauges and stream condition sites.

SECTION 12 INTERLOCAL PARKS.

- 1) Principles
 - a) Through the consolidation of parks departments, the County is contracting with the City to provide park and recreation staff services for the urban areas outside the City boundary and all regional park facilities.
 - b) Consolidation of park and recreation services gains efficiencies by reducing overhead and eliminating the duplication of efforts. The objective is to increase cost effectiveness, increase responsiveness and accountability.
- 2) Duration of Agreement
 - a) The term of the Interlocal Parks Agreement began on January 1, 1997, and was effective for sixty (60) months from that date, and it renews automatically thereafter for another sixty (60) months, said renewals continuing indefinitely, PROVIDED, that any party herein shall have the right to terminate this Agreement at the end of any calendar year only, for any reason whatsoever, upon giving the other party a minimum of one hundred eighty (180) days written notice in advance of the date sought for such termination.
- 3) Use of Transition Services Agreement
 - a) The City and the County may use a Transition Services Agreement to re-align services, staff, or administrative expenses that result from an annexation.
- 4) Termination of Interlocal Parks Agreement and Relationship to Annexation

- a) In the event the City and County terminate the Interlocal Parks Agreement, changes in park services necessary as a result of annexation shall be subject to the terms of this Master Agreement and associated Transition Services Agreements.

SECTION 13 LAW ENFORCEMENT

- 1) Purpose
 - a) The purpose of this Agreement is to ensure that citizens living within the newly annexed areas of the City of Vancouver receive professional law enforcement services. The health, safety, and welfare of the citizens in newly annexed area will benefit.
 - b) It is the intent of the parties to work diligently towards a long term or transition agreement as per the "City of Vancouver-Clark County Cooperative Agreement For The Provisions Of Services In The Vancouver Urban Growth Area" dated April 9, 1996.
- 2) Services from the County
 - a) The Clark County Sheriff's Office may provide under contract law enforcement services to Vancouver City residents living within a newly annexed area that includes but are not limited to the following: These services shall be defined in quality and quantity in a Transition Service Agreement for the area.
 - i) Reactive patrol to enforce state law and City adopted municipal criminal traffic codes, and to respond to residential and business calls for service on a 24-hour per day basis,
 - ii) Proactive patrol on a 24-hour basis to prevent and deter criminal activity,
 - iii) Detective follow up and investigation of crimes such as burglaries, forgeries, thefts, and criminal gang activities.
 - iv) Community service and community crime prevention presentations and services.
 - v) School resource officer services, the primary duty of which is to respond to police calls at junior high and high schools in the area.
 - vi) Precinct administration, supervision, and support staff services.
 - vii) Sheriff 1 Office Reserves, within the current Clark County Sheriff policies, to provide a variety of routine police functions, as well as community functions, and related administration and supervision.
 - viii) Equipment and supervision of auxiliary members to assist community service officers in providing a variety of community programs; recruitment and supervision of volunteers to assist in precinct reception duties; and recruitment and supervision of an explorer scout program sponsored by the Sheriff's Office.
 - ix) Major case investigation performed by experienced Clark County Sheriff's Office detectives assigned to a central major crimes unit investigating crimes such as homicides, major felony assaults, major accidents, and other major criminal incidents. The major crimes unit shall include support from a crime scene technician and the CCSO evidence unit.

- x) Special operations services, including but not limited to K-9 patrol, hostage negotiations, special weapons and tactics team, marine patrol, Drug Abuse Resistance Education (DARE), gang investigation, traffic enforcement and accident investigation, and search and rescue services.
 - xi) Administrative services to include, but not limited to, planning and statistical analysis; training; weapons permit and other police records services, subject to the CONSOLIDATED LAW ENFORCEMENT RECORDS AGREEMENT, entered into May 13, 1996 by the parties; accounting, payroll, purchasing, recording, internal affairs investigation, and all other services provided by other County agencies in support of the Clark County Sheriff's Office. Such administrative services do not include the legal services of the Clark County Prosecuting Attorney relating to enforcement of City of Vancouver criminal and traffic codes or prosecutions arising there under for incidents arising within the annexed areas.
 - xii) Necessary labor, supervision, equipment, communication services and supplies necessary to maintain the level of services in the newly annexed area as it had prior to an area becoming part of the City of Vancouver at a mutually agreed upon level of service.
 - xiii) Uniformed officer response to calls for service.
 - xiv) Teleserve reporting and "mail in" response to calls for service.
 - xv) Service programs offered to citizens.
- b) If the City of Vancouver decides to increase the level of services by assigning Vancouver Police officers to the newly annexed area or its surrounding area, these officers may operate out of the Clark County Sheriff's Precincts.
 - c) Clark County Sheriff's deputies shall cite criminal misdemeanor and gross misdemeanor offenses in the newly annexed area under the Vancouver Municipal Code (VMC), and issue all civil infractions, including traffic citations that occur in the newly annexed area under the VMC.
 - d) The Sheriff welcomes input from the City and the Vancouver Police Department (VPD) on the operation of his deputies in the newly annexed area. Any operational concerns VPD has should initially be raised with the precinct commander. Any administrative issues VPD has may be raised with the Sheriff, his Inspectors, Chief Criminal Deputy, or under sheriff. In addition, if regular meetings are deemed necessary to discuss issues regarding the newly annexed area, they will be arranged.
- 3) Responsibilities of the City of Vancouver
- a) If a service contract is developed with the Clark County Sheriff, the City of Vancouver agrees to the following, which may be superseded in a Transition Service Agreement:
 - i) The City, Through the Chief of Police, shall grant to Clark County Sheriff's Deputies assigned to the newly annexed area the authority to enforce City ordinances pertaining to criminal violations and traffic infractions.
 - ii) To provide through the Vancouver Police Department and/or Vancouver City Attorney's Office, necessary training to County personnel regarding enforcement of City ordinances.

- 4) Miscellaneous
 - a) The parties agree to meet in good faith to discuss changes that may affect the contract, including but not limited to the City wanting to assume police responsibility for portions of the newly annexed area covered by this agreement, or because the City wants to provide specific services to the newly annexed area, e.g. DARE that the County is providing through this agreement.

SECTION 14 CUMULATIVE IMPACTS

- 1) Draft Principles:
 - a) The City and the County acknowledge that the primary objective is to transition services based on planned annexation areas.
 - b) The City and the County acknowledge that some annexations may be areas smaller than planned areas so development of a transition services agreement is not practical concurrent with the annexation.
 - c) The City and the County agree that they may anticipate the impact of a planned area annexation, in advance of its occurrence and transition services for the entire area. This is the preferred approach.
 - d) When small areas that are part of a planned area are annexed, the City and County, by mutual agreement may allow the impact of several small annexations to be handled in one transition agreement that may be developed after areas are annexed.

SECTION 15 DISPUTE RESOLUTION. In the event of a dispute between the City and County regarding the delivery of services under this Master Agreement and the Transition Services Agreements, the Vancouver City Manager and the County Administrator or their designated representative shall review such dispute and options for resolution. Any dispute not resolved by the representative shall be referred to the City Manager and the Clark County Administrator. The decision of the City Manager and the County Administrator regarding the dispute shall be final as between the parties.

In the event of a dispute between the City and Sheriff regarding the delivery of law enforcement services under this Master Agreement and the Transition Services Agreements, the Vancouver City Manager and the Sheriff or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representative shall be referred to the City Manager and the Clark County Sheriff. The decision of the City Manager and the Sheriff regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Master Agreement or the Transition Services Agreements or the alleged breach of such agreement that cannot be resolved by the City Manager and County Administrator or the City Manager and Clark County Sheriff may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter

7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

For the purposes of this section, any actions or decisions made by the County Administrator shall be subject to ratification by the Clark County Board of Commissioners.

SECTION 16 INDEPENDENT CONTRACTOR. As used in this Master Agreement and in the Transition Services Agreements incorporated herein, “Government” means the party that solicits and pays for services and “Contractor” means the party that contracts to provide those services. The Contractor is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Services Transition Agreements. Nothing herein nor in any of the Services Transition Agreements shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and County or between a Government and any of the Contractor’s employees or agents. The Contractor shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the Contractor pursuant to this Agreement and to the Services Transition Agreements. Nothing in this Agreement or in the Services Transition Agreements shall make any employee of the Government an employee of the Contractor or any employee of the Contractor an employee of the Government for any purpose, including but not limited to, for withholding of taxes, payments of benefits, workers’ compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment. All transfers of County employees to City employment or City employees to County employment shall be governed solely by the Memorandum of Understanding Regarding Interagency Personnel Transfers; provided that such Memorandum of Understanding shall not apply to transfers of law enforcement employees of either party.

SECTION 17 HOLD HARMLESS/INDEMINIFICATION. The Contractor in any Transition Services Agreement governed by this Master Agreement agrees to indemnify, defend, save and hold harmless the Government, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by the Contractor of this agreement or of the Service Agreements governed by this Agreement.

Without limiting the generality of the foregoing, the Contractor further expressly agrees to indemnify, defend, save and hold harmless the Government, its officials, employees, and agents, from and against any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement or of the Service Agreements governed by this Agreement, by the Contractor, its officials, employees, or agents.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Government, the Government retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the Government by an employee of the Contractor or subcontractor or agent of the Contractor, even if the Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing party.

SECTION 18 ASSIGNMENT/SUBCONTRACTING. Neither the City nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Master Agreement or the Transition Services Agreements without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the City under this Agreement or the Transition Services Agreements without the prior written consent of the City. The City shall not subcontract for the provisions of any services it is to provide to the County under this Agreement or the Transition Services Agreements without prior written consent of the County.

SECTION 19 NON-DISCRIMINATION. In connection with the provision of services pursuant to this Master Agreement and the Transition Services Agreements, the Contractor shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical mental or sensory disability, or perceived or actual sexual orientation. The County and City each certify that it is an Equal Employment Opportunity Employer

SECTION 20 NO THIRD PARTY BENEFICIARY. The City does not intend by this Master Agreement or by any of the Transition Service Agreements to assume any contractual obligations to anyone other than the County. The County does not intend by this Agreement or by any of the Transition Services Agreements to assume any contractual obligations to anyone other than the City. The City and County do not intend there be any third-party beneficiary to this Agreement or to the Transition Services Agreements.

SECTION 21 NOTICE

Any notices to be given under this Master Agreement or the Transition Services Agreements shall at minimum be delivered, postage prepaid and addressed to:

To the County:

Clark County
PO Box 5000
Vancouver, WA 98666
Attention: County Administrator

To the City:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attention: City Manager

Additional departmental notifications may be required by the Transition Services Agreements.

The name and address to which notices shall be directed may be changed by either the City or County giving the other notice of such change as provided in this section.

SECTION 22 WAIVER. No waiver by either party of any term or condition of this Master Agreement or of any Transition Services Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 23 INCORPORATION OF TRANSITION SERVICE AGREEMENTS.

The Transition Services Agreements attached hereto are incorporated by this reference as if fully set forth in this Agreement

SECTION 24 PRIORITY OF DOCUMENTS. In case of conflict between this Master Agreement and the provisions of a Transition Services Agreement, the specific provisions of a Transition Services Agreement shall control over this Master Agreement.

SECTION 25 INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its duration is as specified in Section 2. Its purpose is as set forth in Section 1. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6. Its method of termination is set forth in Section 2. The method for disposing of property upon partial or complete termination is set forth in Section 6.

SECTION 26 ENTIRE AGREEMENT. This Master Agreement, combined with the Transition Services Agreements incorporated herein, contains all of the agreements of the

parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 27 AMENDMENT. The provisions of this Master Agreement and of the Transition Services Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement or of the Transition Services Agreements, shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

SECTION 28 DOCUMENT EXECUTION AND FILING. The City and County agree that there shall be duplicate originals of this Master Agreement and the Transition Services Agreements procured and distributed for signature by the necessary officials of the City and County. Upon execution, the executed duplicate of this Agreement and each of the Transition Services Agreements shall be returned to the Vancouver City Clerk which shall file copies of this Agreement and copies of each of the Transition Services Agreements with the Clark County Auditor and the Washington State Secretary of State. Upon receipt by the Vancouver City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and County.

SECTION 29 RATIFICATION. Acts taken in conformity with this Agreement or the Transition Services Agreements prior to their effective date(s) are hereby ratified and affirmed.

SECTION 30 SEVERABILITY. If any section or part of this Agreement or if any section or part of any of the Services Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement or of the Services Agreements.

IN WITNESS WHEREOF, the City and County have caused this Agreement and the Transition Services Agreements to be executed in their respective names by their duly authorized officers and have caused this Agreement and the Transition Services Agreements to be dated as of the _____ day of _____, 1996.

CITY OF VANCOUVER, a municipal corporation

By: _____

Royce E. Pollard, Mayor

By: _____
City Clerk
By: Judith Hoggatt, Deputy City Clerk

Approved as to form:

Ted H. Gathe, City Attorney

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON
a subdivision of the State of Washington

By: _____
, Chairman

By: _____
Gary Lucas, Sheriff

Attest:

Louise Richards, Clerk to the Board

Approved as to form:

Art Curtis, Prosecuting Attorney

By: _____