

RESOLUTION NO. 2004-03-02

A resolution approving a Memorandum of Understanding ("MOU") between Clark County and the Cowlitz Indian Tribe, a federally-recognized Indian tribe ("Tribe").

1 WHEREAS, the Tribe is seeking to have certain land located within the
2 unincorporated area of the county taken into trust by the United States Department of
3 the Interior; and

4 WHEREAS, the Tribe desires to develop such land for an as yet undetermined
5 economic purpose, which could include a casino; and

6 WHEREAS, the Tribe has sovereign immunity and trust land is not subject to
7 state and local laws and regulations, including taxation, zoning and land use
8 restrictions; and

9 WHEREAS, the Tribe has voluntarily entered into negotiations for this MOU and
10 has executed a limited waiver of sovereign immunity in favor of the County in
11 conjunction with the provisions of this MOU; and

12 WHEREAS, the MOU would commit the Tribe in the development and use of the
13 Clark County Site to: Be consistent with certain county development and environmental
14 protection ordinances; paying development and other processing fees; and compensate
15 law enforcement, the prosecuting attorney, courts, schools, and fire districts who
16 provide public services to the Tribe's trust land; and

17 WHEREAS, the Board concludes that entering into the MOU is in the best public
18 interest; now, therefore,

19 BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY
20 COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, as follows:

21 **Section 1. Memorandum of Understanding Approved.** The MOU and
22 associated documents are hereby approved.

23 **Section 2. Disclaimer.** Nothing in this Memorandum of Understanding should
24 be construed as evidencing county support for or endorsement of the Tribe's trust
25 application. The Board has concerns that the trust application, if federally-approved,
26 would permit uses on this rural and resource land which otherwise would not be allowed
27 under the County's comprehensive land use plan, would permit gaming, which is
28 otherwise prohibited in unincorporated Clark County, and could potentially adversely
29 affect existing business.

30 ADOPTED this 2 day of March, 2004.

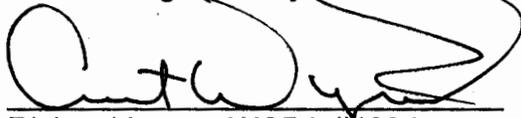
Attest:


Clerk to the Board

BOARD OF COMMISSIONERS
FOR CLARK COUNTY

By: 
Betty Sue Morris, Chair

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney


Richard Lewry, WSBA #4894
Chief Civil Deputy

By: 
Judie Stanton, Commissioner

By: 
Craig Pridemore, Commissioner

(Wyrick/Cowlitz Tribe/ Resolution approving MOU)



RETURN ADDRESS

Clark County
Commissioners

Please Print neatly or Type information

DOCUMENT TITLE(S)

Cowlitz Tribe Memo of Understanding

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

_____ Additional Reference #'s on page _____

GRANTOR(S)

Clark County

_____ Additional Grantors on page # _____

GRANTEE(S)

Public

_____ Additional Grantees on page # _____

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

Memorandum of Understanding - Cowlitz Tribe

Additional Legal is on page # _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

_____ Additional Parcel #'s on page _____

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

MEMORANDUM OF UNDERSTANDING

This Supplemental Memorandum of Understanding ("MOU") is entered into as of the date shown below by and between the COWLITZ INDIAN TRIBE, a federally recognized Indian tribe ("Tribe"), and CLARK COUNTY, a political subdivision of the State of Washington ("County").

1. The parties mutually agree that the MOU between the County and the Tribe Dated February 10, 2004, attached to this agreement is not a joint or cooperative action contemplated by 39.34 RCW, the Interlocal Cooperation Act.
2. The parties further agree that the State of Washington may not require the Cowlitz Tribe to enter into agreements pursuant to 39.34 RCW. However, should a court determine that the attached MOU must comply with the provisions of RCW 39.34, the parties agree as follows:
 3. Duration. It is the intent of the parties that the February 10, 2004, agreement between the County and the Tribe shall remain in effect as long as Tribal trust or reservation land exists in Clark County.
 4. There is no separate organization, board, or entity created except as contemplated in Section 12.1, the Cowlitz Education and Art Fund or a committee created pursuant to the provisions of the State Gaming Compact to administer the local impact mitigation fund.
 5. The purpose of the agreement is set forth in Section 1.5 of the February 10, 2004, MOU.
 6. Since there is no joint or cooperative undertaking contemplated manner of financing and maintaining a budget, therefore it is not applicable.
 7. Termination. The agreement shall terminate if the federal government withdraws trust or reservation status on properties located in Clark County.
 8. The parties do not anticipate the acquisition of joint real or personal property except those funds that may accumulate pursuant to the provisions of 12.1 or from the Gaming Compact Mitigation Fund.
 9. Any administration of the contract shall be between the Tribal Chairman and Chairman of the Board of County Commissioners and it will be controlled by the dispute resolution provision of Section 14 of the February 10, 2004, MOU.



DATED this 2 day of March, 2004.

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

ATTEST:

Laura Richards
Clerk to the Board

By: Betty Sue Morris
Betty Sue Morris, Chair

**Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney**

By: Judie Stanton
Judie Stanton, Commissioner

Curt Wyrick
Curt Wyrick, WSBA #6918
Chief Deputy

By: Craig Fridemore
Craig Fridemore, Commissioner

COWLITZ INDIAN TRIBE

John Barnett
John Barnett, Tribal Chairman

ATTEST: Nancy Boone
Tribal Secretary



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the date shown below by and between the COWLITZ INDIAN TRIBE , a federally recognized Indian tribe ("Tribe"), and CLARK COUNTY, a political subdivision of the State of Washington ("County").

1.0 INTRODUCTION

- 1.1 The Tribe is a federally recognized Indian tribe which is in the process of applying to have land taken into trust by the United States Department of the Interior, which land is within County's geographic boundaries ("Clark County Site").
- 1.2 The Tribe presently is evaluating a long-term economic development plan which would include planning for the ultimate development of all tribal properties, including the Clark County Site.
- 1.3 The Tribe desires to develop its economic opportunities in a manner which benefits the Tribe, its members and the general community as a whole; and the County recognizes that mutual benefits can be derived if this goal is achieved. Accordingly, the Tribe and the County have participated in a series of meetings to hear and consider the ways in which both parties can benefit by working together.
- 1.4 As a recognized Indian tribe, the Tribe has sovereign immunity and is not subject to state and local laws and regulations – including taxation, zoning, and land use restrictions. Nonetheless, the Tribe has demonstrated its commitment to an open government-to-government relationship with the County by voluntarily entering into the negotiations for, and execution of, this MOU and agreeing to be bound by the provisions hereof. Moreover, the Tribe has executed a waiver of sovereign immunity in favor of the County pursuant to which any disputes between the parties in conjunction with its provisions can be resolved in a fair and equitable manner.
- 1.5 This MOU embodies the concepts and agreements developed by the Tribe and the County to date as a result of those meetings and continuing dialogue. The cornerstone of this Agreement is that the County and the Tribe are entering into an enforceable Agreement to comprehensively mitigate impacts of this acquisition as developed, including, but not limited to: be consistent with attached county ordinances; mitigating environmental impact of its uses of trust land; paying development and other processing fees; be consistent with building and design standards set out in County ordinances; compensate the county law enforcement; prosecuting attorney, courts and schools and fire districts; and others who provide public services on the Tribe's trust lands.

2.0 FORMAT OF MOU

This MOU contains the various understandings between the Tribe and the County as set forth below.

3.0 LAW ENFORCEMENT

- 3.1** As the Tribe makes decisions as to the use or uses of the Clark County Site, the Tribe will enter into with Clark County a detailed agreement providing for law enforcement on tribal trust land. Such agreement will be more comprehensive than this MOU, but the following general issues are agreed to here and will be part of the subsequent law enforcement agreement.
- 3.2** The parties recognize that any tribal use of the Clark County Site will create added burdens not contemplated or allowed under current zoning in terms of patrolling and responding to calls for assistance. In order to meet these increased burdens, the Tribe and County agree as follows:
- 3.2.1** The Tribe, in behalf of itself and all members, hereby consents to the entry of officers onto tribal trust lands and into any structures thereon for the purpose of providing law enforcement services.
- 3.2.2** If the Tribe creates a tribal security force, Clark County will assist the Tribe with the cross training required to provide a smooth and effective working relationship. The Sheriff's Office will assist the Tribe as needed to review written policies and guidelines for tribal security personnel as well as expectations for Tribal security officers to interface effectively and smoothly with the operations of the Sheriff's Office.
- 3.2.3** To help offset the added cost of such training, patrolling and response services by the Sheriff's Office, the Tribe will enter into an agreement to reimburse the Sheriff's Office for reasonable direct and indirect costs incurred in conjunction with the furnishing of law enforcement at the Clark County Site.
- 3.2.4** The Sheriff's Office has developed a reasonable cost assessment for certain identified uses of the Clark County Site and their impacts upon law enforcement. Though the use of the property by the Tribe has not been determined, the Sheriff's Office has developed staffing analysis requirements based upon uses found in other Tribes' trust properties. The Sheriff's Office has developed Exhibit A, attached hereto, setting forth staffing requirements for certain types of uses or combinations thereof. The parties agree that should the Tribe elect to develop the property for those uses contained in Exhibit A, the Tribe will fund, at a minimum, the required number of deputy Full Time Equivalent ("FTE") as shall be



specifically agreed upon and memorialized in an Addendum to this Memorandum of Understanding.

3.2.5 The parties agree that the staffing levels and FTE costs shall be adjusted on an annual basis and as agreed upon by the parties. This adjusted amount shall be based upon the following: (a) actual costs to the prior year's calls for service; (b) a future work load analysis based on historic calls for service related directly or indirectly from the use of the property; (c) indirect calls stemming from the use of the Tribal property; (d) the development and expansion of a casino security force and its impact on the level of law enforcement required to be provided by the Sheriff, pursuant to this MOU and Exhibit A hereto; and (e) any proposed changes or expansion of use of the Tribal property contemplated for the upcoming year.

4.0 PROSECUTION

4.1 Until and unless the Tribe establishes a tribal court system, all prosecutions of individuals for violations of law at the Clark County Site for which the State of Washington or Clark County has jurisdiction shall be conducted by the Clark County Prosecuting Attorney's Office in state court without regard to whether the charges are filed against Indians (including members of the Tribe) or non-Indians. When and if the Tribe establishes a tribal court system, then Cowlitz tribal courts shall exercise jurisdiction over Indians for violations of law at the Clark County Site in accordance with federal or tribal law.

4.2 The Tribe shall have the right to name tribal officials with whom the Clark County Prosecuting Attorney's Office will coordinate all such prosecutions, but prosecutorial decisions and strategies shall be exclusively within the discretion of the Clark County Prosecuting Attorney's Office.

4.3 In addition, the Tribe will execute an agreement with the Clark County Prosecuting Attorney's Office regarding payment for prosecution of misdemeanor crimes committed on the Clark County Site to the extent that payments agreed upon are not otherwise covered by payments received by the County under this MOU or the Impact Mitigation Fund discussed at Paragraph 17.4 below.

5.0 COURT AND JAIL SERVICES

5.1 Misdemeanor/Gross Misdemeanor Prosecutions.

It is anticipated by the parties that the prosecution of persons committing crimes on the Clark County Site, court probation and services and detention will result from the arrest and or conviction of misdemeanor and gross misdemeanors. Currently the County has in place, pursuant to RCW 39.34, interlocal agreements

with cities which sets forth the cost for jail beds, court related or corrections programs and costs per case for processing cases through Clark County District Court. The parties agree to enter into an interlocal agreement substantially similar to Exhibit B, attached hereto and incorporated herein to the extent not prohibited by federal law and to the extent that payment for such expenses are not otherwise covered by payments received by the County under this MOU or the Impact Mitigation Fund discussed at Paragraph 17.4 below.

- 5.2 Juvenile Prosecutions and felony prosecutions for crimes occurring on the Clark County Site shall be processed in the same manner as juvenile and felony crimes are currently prosecuted for cities. Provided, felonies committed by Indians on tribal land may be subject to exclusive federal or tribal jurisdiction.

6.0 FIRE PROTECTION

The Tribe recognizes that protection of the present Clark County Site and future economic development of the Clark County site will result in demands for fire protection and emergency response services. The tribe agrees to compensate Clark County Fire District 12 for these costs of providing such services to tribal lands and facilities as provided for in a separate agreement between the Tribe and Fire District 12. Should the Tribe develop and operate a casino under a Class III Gaming Compact and make payments into the Impact Mitigation Fund, the financial commitments of the Tribe under this MOU shall be offset by payments received by Fire District – directly or indirectly – from the Impact Mitigation Fund discussed at Paragraph 17.4 below.

7.0 HEALTH DEPARTMENT

The Tribe agrees to comply with all health regulations adopted by the State of Washington and Clark County. The Tribe agrees to obtain all required permits and to allow health inspectors access to the property to ensure compliance with all state and local health regulations.

8.0 TRAFFIC MITIGATION

- 8.1 **Roads and Traffic Circulation.** The Tribe will mitigate traffic, safety, and circulation issues in conformity with Clark County requirements. For each phase of the proposed development, Clark County will give the Tribe credit for vehicular traffic that would be generated if the Clark County Site was developed based on uses permitted in the Agriculture District. The Tribe agrees to make roadway and intersection improvements to maintain traffic levels-of-service existing prior to each phase less the credit described above. The Tribe shall ensure that in no event may it cause the public road system to operate below a level-of-service (LOS) D for intersection delay during the peak traffic hour. LOS D standards shall be determined based on the most recently adopted version of the Highway Capacity Manual (Transportation Research Board).

The public road system shall include NW 319th Street, NW 324th Street, NW 41st Avenue, NW 31st Avenue, and the I-5/319th Street interchange. The design of public roadway and intersection improvements shall be approved by Clark County prior to beginning the improvement work. The design of the NW 319th Street interchange improvements shall be approved by the Washington State Department of Transportation prior to beginning the improvement work.

- 8.2 All reasonable and negotiated costs, expenses or charges associated with the alteration, construction or improvement of the public road system set forth in 8.1 shall be the responsibility of the Tribe.
- 8.3 The parties agree to work together to insure application to any development at the Clark County Site of the so-called "late comer" provisions as provided for at RCW § 35.72.040 for the purposes of insuring that the Tribe can receive contribution or reimbursement for improvements as otherwise would be permitted under state law.

9.0 SEWER AND WATER

- 9.1 The Tribe shall provide sewage conveyance, treatment, and disposal through development of a new independent sewage treatment plant constructed by the Tribe on the Clark County Site that operates so as to meet or exceed federal and state standards which would be applicable in the absence of the Tribe's sovereignty.
- 9.2 No use of the proposed development shall be made until such time as the sewer service is completed, inspected, and fully compliant with applicable State of Washington and federal standards.
- 9.3 The Tribe shall provide for water supply through connection to the existing Clark Public Utilities system.

10.0 COMPLIANCE WITH COUNTY ORDINANCES

The trust lands subject to this Agreement and any structures and uses on the property shall be developed in a manner consistent with the attached County codes applicable at the time of development of construction. Attached are the relevant sections of Title 13 – Public Works; Title 14 - Building and Structures; Title 15 - Fire Prevention; and Title 40 – the Clark County Unified Development Code. Any future changes, additions or modifications in the use or development of the parcel shall be consistent with such County ordinances. Index of such code provisions is attached hereto as Exhibit C.

- 10.1 Any buildings constructed on the tribal trust land shall be constructed in a manner which is consistent with the provisions of applicable Clark County building codes, county ordinances and codes.



10.2 To the extent requested by the Tribe, the County shall assist the Tribe in implementing the aforesaid building standards by:

10.2.1 Promptly conducting plan checks of all documents submitted to it, on a priority basis if necessary, and

10.2.2 Assigning a building inspector to conduct inspections on a timely basis.

10.3 The Tribe shall pay to County for such services reasonable fees as shall be agreed upon.

11.0 IMPACTS ON COUNTY REVENUES

11.1 **Payments in Lieu of Taxes.** The Tribe shall compensate the County and local districts on a biannual basis in lieu of property taxes for revenue lost resulting from the removal of the Clark County Site from the tax rolls consistent with the customary assessment procedures used by the County Assessor and the State Constitution, to the extent not otherwise specifically provided for in (a) this MOU or (b) any Class III Gaming Compact entered into between the Tribe and the State pursuant to the federal Indian Gaming Regulatory Act (including payments from Impact Mitigation Fund discussed at Paragraph 17.4 below).

11.2 **Sales Tax.** It is understood that the sales tax collected within Clark County consists of a blended tax rate incorporating both the state and County sales taxes. With this understanding as predicate, the Tribe agrees to collect sales tax as appropriate on all non-Indian sales which take place on the Clark County Site in business enterprises owned and operated by the Tribe. The rate of collection shall be in conformance with the applicable State-County blended tax rate as provided by the Washington Department of Revenue and confirmed upon tribal request by the County. The Tribe agrees to remit such sales tax to the State of Washington as required by state law.

11.3 **Transient Occupancy Tax.** The Tribe will make an annual payment of the equivalent of a transient occupancy tax as would be payable by non-tribal members to the County pursuant to Clark County Code 3.16 but for the Tribe's status as a sovereign nation.

11.4 Fire District 12.

A. **Local Improvement District ("LID").** Fire District 12 has adopted a five-year plan in which the District has identified the need for an aerial fire apparatus and a main station in the vicinity of the Ridgefield Junction when significant commercial, retail, industrial, and similar development begins to occur in the District. Potential development by the tribe and current development proposed within the District require the District to

secure funding for this station and vehicle in the next two to four years. Currently, the District is exploring a LID applied to the area identified as available for this type of development. Funds from this LID would pay for construction of a new station at the Ridgefield Junction. If the District proceeds with this LID, the tribe agrees to participate in this LID in the same manner as other persons owning property in the LID and pay any amount assessed under said LID as if the tribal property were taxable, consistent with Section 6.0 above.

- B. In order to meet the above capital needs the District is also exploring a funding source where property owners would have the option of donating an initial amount up front or of donating the same amount with interest at a later date. The amounts would be set in the same manner as they would be in a LID process.
- C. **Mitigation Fees.** The District is exploring the use of various mitigation fees to address its needs for a station and aerial apparatus. If the District uses these fees, the Tribe agrees to participate a manner consistent with the participation of other developers.

12.0 ADDITIONAL TRIBAL COMMITMENTS.

12.1 Cowlitz Tribe Education & Arts Fund. The Tribe agrees to establish the Cowlitz Tribe Education & Arts Fund for the support of charitable activities in Clark County, including arts, education and local government support. The Tribe will commit two percent (2%) of the Net Revenues from Class III gaming of any casino it operates within the Clark County area, as "Net Revenues" is defined at 25 U.S.C. § 2703(9). The Fund shall be managed by a five-person Board, comprised of two (2) tribal appointees and two (2) appointees of Clark County. The fifth member of the Board shall be selected by the four Board members appointed by the parties. The Board will promulgate both standards for application and application forms to be made available to all prospective applicant groups for grants from the Fund. Grant awards shall be made biannually and such award decisions of the Board will be made at the Board's discretion. This fund shall be separate from, and in addition to, the Impact Mitigation Fund discussed at Section 17.4 below. Monies paid to the Cowlitz Tribe Education and Arts Fund shall not be used as a credit against state-tribal gaming contribution requirements. Payments to the fund shall be in lieu of payments under 5.18 of the Clark County Code.

12.2 Problem Gambling. The tribe shall make a contribution of not less than \$50,000, to a program designated by the County which deals with and treats problems associated with compulsive behavior including compulsive gambling, payments shall be annually increased or decreased coincident with the then current consumer price index for the Portland Metropolitan area, which shall expend the money exclusively to address problem gambling issues which are

identified by Clark County as requiring special efforts or attention. Such programs shall be reviewed by the parties every five (5) years. The monies paid to the problem gaming program shall be separate from, and in addition to, the Impact Mitigation Fund discussed at Section 17.4 below.

13.0 LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY

The parties understand that as a sovereign nation, the Tribe is immune from suit. In consideration for the Tribe's compliance with this agreement and its limited waiver of sovereign immunity the County agrees to provide services as described herein. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this MOU or the activities undertaken by the Tribe pursuant to the terms set forth herein for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity substantially identical to the Resolution attached to this MOU as Exhibit D.

14.0 DISPUTE RESOLUTION

14.1 Meet and Confer Process. In the event that either party ("Initiating Party") believes that the other has committed a possible violation of this MOU or desires to reopen negotiations of any provision hereof, it may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem or issue within fifteen (15) days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed directly to Judicial Review as provided in Section 15 below.

14.2 Notice of Disagreement. If the Initiating Party is not satisfied with the result of the meet and confer process, it may provide written notice to the other identifying and describing the unresolved issue or any alleged violation of this MOU ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the disagreement.

14.3 Response to Notice of Disagreement. Within fifteen (15) business days of service of a Notice of Disagreement, the recipient shall provide a written response either denying or admitting the allegation(s) set forth in the Notice of Disagreement, and, if the truth of the allegations are admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to Judicial Review as provided in Section 15 below.

14.4 Expedited Procedure for Threats to Public Safety. If the County or the Tribe reasonably believes that in violation of this MOU the other's conduct has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this section, the



complaining party may proceed directly to Judicial Review pursuant to Section 15 of this MOU. At least twenty-four (24) hours before proceeding in this manner, the complaining party shall provide to the other a written request for correction and notice of intent to exercise its rights under this Paragraph 14.4, setting out the legal and/or factual basis for its reasonable belief that there is a present or an imminent threat to public health or safety.

15.0 JUDICIAL REVIEW

- 15.1 The parties consent to judicial review of any dispute which cannot be resolved through the Dispute Resolution provisions of Section 14. Enforcement of this agreement shall be enforced in Clark County Superior Court.
- 15.2 Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail - Return Receipt Requested to the following:

FOR THE TRIBE:

Tribal Chairman
 Cowlitz Indian Tribe
 1055 - 9th Avenue – Suite A
 Longview, Washington 98632
 Telephone: (360) 577-8140
 Facsimile: (360) 577-7432
 Dennis J. Whittlesey, Esquire
 Jackson Kelly PLLC
 2401 Pennsylvania Avenue, N.W.
 Suite 400
 Washington, D. C. 20037
 Telephone: (202) 973-0200
 Facsimile: (202) 973-0272

FOR THE COUNTY:

Chairman of the County Commissioners
 or the County Administrator
 1300 Franklin Street
 Vancouver, Washington 98660
 Telephone: (360) 397-2232
 Facsimile: (360) 397-6058

16.0 EFFECTIVE DATE OF THIS MEMORANDUM OF UNDERSTANDING

This MOU is being executed as of the date shown hereon, but it is specifically agreed that this MOU shall not become effective and enforceable until the date on which the United States Secretary of the Interior accepts the Clark County Site in trust for the Cowlitz Indian Tribe. The acceptance of the Clark County Site into trust for the Tribe is an express condition precedent to this MOU's becoming final.

17.0 MISCELLANEOUS

- 17.1 **Amendment or Modification.** This MOU may be modified or amended only by a written instrument executed by the Tribe and the County, pursuant to the same authorizations used to execute this MOU in its original form.



- 17.2 **Entire Agreement.** This MOU is the entire agreement between the parties and supersedes all prior written and oral agreements, if any, with respect to the subject matter hereof.
- 17.3 **Severability.** Except as otherwise provided in this Paragraph 17.3, the invalidity of any provisions or portion of a provision of this MOU as determined by a court of competent jurisdiction shall not affect the validity of any other provisions of this MOU or the remaining portions of the applicable provisions. If any provision of this MOU is declared invalid by a court of competent jurisdiction which results in the diminution of any payments or financial obligations of the Tribe to the County, then the parties shall use their best efforts to renegotiate the terms of the invalid provisions; in the event that the parties are unable to successfully renegotiate the invalid terms, then they shall resolve the matters at issue through the dispute resolution provisions of this MOU.
- 17.4 **Tribal Financial Obligations Adjusted by Payments to County Under any Class III Gaming Compact Between the Tribe and the State.** The parties recognize that the State of Washington currently requires tribes to accept in their Class III Gaming Compacts a provision for contribution to an "Impact Mitigation Fund." This provision mandates the payment of a designated percentage of the Net Win of any tribal gaming enterprise into the Impact Mitigation Fund for the specific purpose of mitigating the financial impact from gaming operations on local law enforcement agencies, emergency services, and other services (including traffic and transportation) which otherwise would impose an increased burden on them. Should the Tribe develop and operate a casino under a Class III Gaming Compact at the Clark County Site and make payments into the Impact Mitigation Fund, then direct payments made by the Tribe pursuant to this agreement, which would have qualified for reimbursement from the Impact Mitigation Fund, shall be credited against Impact Mitigation Fund payments. It is the intent of the parties that where the Tribe has directly paid for services or impacts, the Tribe should not be required to pay the same amount from the Impact Mitigation Fund. This paragraph does not apply to payments made by the Tribe pursuant to Sections 12.1 and 12.2.
- 17.5 **State Jurisdiction Over Tribe.** In this MOU, the Tribe agrees that it will act in a manner consistent with certain applicable state laws and Clark County ordinances and requirements/regulations. Nothing in this agreement shall be construed as constituting tribal consent to state and local jurisdiction beyond the specific provisions hereof.
- 17.6 **Force Majeure.** In the event of a forced delay in the performance by either party of obligations under this MOU due to acts of God or of the public enemy, strikes, lockouts, unusual delay in transportation, unavailability of materials, fires, floods, catastrophic weather or other natural disasters, epidemics, riots, insurrection, war or unavoidable casualties, the time for performance of such obligations shall be extended for the period of the forced delay.

17.7 **Obligations to Continue During Life of Project.** Unless specifically designated otherwise, all of the parties' obligations under this MOU shall continue throughout the entire life of the development on the Clark County Site to which this MOU pertains.

17.8 **Governing Law.** This MOU shall be construed pursuant to the applicable federal laws and the laws of the State of Washington.

17.9 **Mutual Good Faith.** Throughout the term of this MOU, the parties agree to exercise good faith and to observe the covenants contained herein.

18.0 REVIEW BY THE DEPARTMENT OF THE INTERIOR.

The parties shall submit this Agreement to the United States Department of the Interior for either (a) approval pursuant to 25 U.S.C. § 81, or (b) a written response that this Agreement does not require approval under 25 U.S.C. §81. The County's signature to this MOU is expressly contingent upon the approval called for in this paragraph, and the County has the right to withdraw its support for the MOU if it is not submitted to the Department of the Interior pursuant to this Section or is rejected by the Department of Interior as unacceptable and unenforceable.

DATED this 2 day of March, 2004.

ATTEST:

Laura Richards
Clerk to the Board

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

By: Betty Sue Morris
Betty Sue Morris, Chair

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

Curt Wyrick
Curt Wyrick, WSBA #6918
Chief Deputy

By: Judie Stanton
Judie Stanton, Commissioner

By: Craig Pridemore
Craig Pridemore, Commissioner

COWLITZ INDIAN TRIBE

John Barnett
John Barnett, Tribal Chairman

ATTEST: Nancy Coburn
Tribal Secretary

EXHIBIT A

1. Cost per Deputy FTE -- One deputy FTE = \$110,000. This amount equals the cost of salaries, benefits, equipment, and indirect costs. These costs and indirect costs are broken down as follows:

COST ASSOCIATED WITH ONE DEPUTY (ONGOING ONLY)

| Expense Category | 2003 |
|---|----------------|
| Salaries (Deputy Sheriff II, Step 3) | 53,310 |
| Earned Leave (Vacation & Sick) | 14,680 |
| Employee Benefits (average of 29% of salaries) | 15,150 |
| Subtotal: Salaries and Benefits | 83,140 |
| | |
| Internal Svcs (Vehicle ER&R & Central Stores) | 10,750 |
| Overtime/Comp time (average per deputy) | 7,420 |
| Uniforms & Equip (replacement only) | 4,000 |
| MDC ER&R (service and replacement costs) | 2,120 |
| Training (average; does not include one-time academy) | 2,000 |
| Radios Fees (800 MHz fees for Communication Equip.) | 2,160 |
| Subtotal: Other | 28,450 |
| | |
| Estimated cost of a Deputy for 2003 | 111,590 |

2. Ridgefield and La Center, PD Service Contracts - The tribal land proposed for development is currently within a law enforcement contract area of Ridgefield and La Center. Under these agreements, law enforcement services are within the Sheriff's Office jurisdiction, however, service is provided by the Ridgefield Police Department as part of that contract. The service contract with the Ridgefield Police Department governs a significant number of miles, surrounding the city of Ridgefield, as well as the west side of I-5 at the 319th Street junction. A service contract with the La Center Police Department governs the east side of I-5 at the 319th Street junction.

- The proposed development falls within the jurisdiction of the Clark County Sheriff's Office.
- The cities of Ridgefield and La Center do not have future annexation plans that would affect or change the jurisdiction in this area.
- Law enforcement services to the proposed developments can not be provided through current contracts for service.
- Law enforcement services to the proposed developments can not be provided utilizing current staffing levels at the Sheriff's Office.
- Cancellation of Service Contracts - Tribal development of the property will require the

cancellation of the current service contracts with La Center and Ridgefield. The number of sheriffs deputies will be increased to provide adequate police services for the developed use.

- Ridgefield - Revenue from cancellation of the service contract will be approximately \$75,000 and will be utilized to staff a portion of one deputy position. Full funding for one position would be \$110,000, therefore \$35,000 would need to be added to fully staff one full-time deputy, plus all direct and indirect. Two full-time deputies are needed to staff the area adequately during peak times (two sing cars, 1A/1B).
 - Contract revenue = \$75,000
 - Additional funding need = \$145,000
 - **Total new impact - \$145,000 = 2FTE**

- La Center - The area surrounding the city of La Center would require similar 24-hour patrolling by the Sheriffs Office. Based upon calls for service, staffing the La Center contract area would require a minimum of two full-time deputies. Savings from the La Center contract would be approximately \$90,000. \$130,000 would need to be added to fully staff two full-time deputies plus all direct and indirect.
 - Contract revenue = \$90,000
 - Additional funding need = \$130,000
 - **Total new impact - \$130,000 = 2FTE**

The parties agree, that depending on the type of development, the need for law enforcement services will vary. If all the parties recognize that no decision has been made regarding the use of the property, there are examples of tribal development for properties located along I-5 which provide an indication of the needed police staffing levels should such types of development occur.

Truck Stop - A large sized truck stop would generate a minimum of 200 calls for service to the venue with impacts to traffic and commercial vehicle enforcement in the area. .5 deputies would be required to address calls to the facility, to provide half-time coverage for one year, three additional deputies would be required.

Total minimum new impact - \$330,000 = 3 FTE

Outlet Mall - Fraud crimes in the county have increased disproportionately to other crimes and the Sheriffs Office experience with large retailers in the county indicates that call response will certainly vary from 200-450 calls per year (using Fred Meyer and Walmart as comparables). With a security staff on site, we would expect that an outlet mall would generate a call response comparable with that of our larger retailers in the county. .5 deputies would be required as a minimum to address calls to the facility. To provide half-time coverage for one year, three additional deputies would be required.

Total minimum new impact - \$330,000 = 3 FTE

Casino - Research from Placer County, CA; Spirit Mountain Casino, Seven Feathers Casino, Chinook Winds Casino, Lincoln City PD, Henderson NV PD indicated that a casino with a maximum capacity of 20,000 would generate a minimum of 350 calls for service responding to the casino only. Inquiries indicate that impacts to the parking area and to traffic in the area would increase substantially. It is estimated that casino parking lots and surrounding areas would generate a minimum of 300 calls for service. This is based solely on the size and number of participants. Research from other venues indicates that a minimum of one full-time deputy would be required, 24 hours a day, to respond to calls for service at a casino. The Sheriff's Office deploys six shifts, which provide 24-hour coverage. Therefore, the minimum number of deputies required to police a casino would be six. Venues contacted indicated that there was the potential for an increase in calls relating to drug activity, vice and other task force related activity. The nature of that activity generates a task force response three to four days per week in the venues contacted. Based upon impacts to the task force, we would advocate for one additional deputy, for a total of seven.

Total minimum new impact - \$770,000 = 7 FTE

Training - It takes approximately one year from the time that a budget is approved to hire additional deputies to complete the recruitment and selection process, the mandatory training at the academy, and completion of the field officer training program. In order to have law enforcement officers available at the time the project becomes operational, this process must begin at least one year prior to construction being completed.

The parties recognize that until there is development of tribal trust lands, the tribe is without a revenue source. Therefore, the parties agree that within one year of the commencement of commercial activity which will generate income to the tribe, the tribe will reimburse Clark County for all expenses incurred in the hiring and training of deputy sheriffs to provide service in the tribal area. This amount will be in addition to the ongoing expenses set forth above.

3. Annual Adjustments - The parties recognize that the appropriate staffing level for law enforcement will vary based upon the types of activities and development which the tribe ultimately selects for the property. On or before September 15th of each year, representatives of the Clark County Sheriffs Office and the tribe shall meet and discuss appropriate staffing levels and rates of reimbursements for the upcoming calendar year. The staffing levels and amount of reimbursement as agreed to by the parties shall be effective January 1st of each year unless modified by agreement of the parties.

4. Operational Protocols - Prior to providing law enforcement services on tribal trust land, the parties agree that law enforcement operation protocols will be adopted which will fully set forth how law enforcement will respond to calls for service.

5. Special Services - The parties agree to negotiate the rate of reimbursement when the use of special police services such as the SWAT Team, RIOT Control Team, Child Abuse

Investigation Unit, Major Crime Team, Traffic Homicide Unit, Tactical Detective Unit, and K-9 Unit.

6. Special Events - Should special events be held on the Clark County site, the Tribe and Sheriff will negotiate separate agreements for each event to provide adequate police staffing necessary to provide coverage for such special event.

Special events are those events which take place on the Clark County site for which there is a reasonable expectation that there would be a need to be an increase in the amount, scope or level of necessary police, traffic control, crowd control which is above normal deployment of sheriff personnel which would normally be required without such event.



EXHIBIT B

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN CITY OF VANCOUVER, STATE OF WASHINGTON
AND CLARK COUNTY FOR JAIL, COURT
AND CORRECTION SERVICES**

In accordance with the Interlocal Cooperation Act (RCW, Ch. 39.34) and the City and County Jails Act (RCW, Ch. 70.48, as amended), **Clark County**, a municipal corporation and legal subdivision of the State of Washington (the "County") and the **City of Vancouver**, a Washington municipal corporation of the first class (the "City"), in consideration of the payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT/ AUTHORITY**

Chapter 308, the 1996 Laws of Washington, states that each city and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions and referred from their respective law enforcement agencies, whether filed under state law or city ordinance. Cities may elect to carry out these responsibilities by entering into interlocal agreements to provide these services. Clark County has an established jail facility, corrections department, and district court capable of providing these services. It is the intent of the parties, through this Agreement, to establish procedures by which the County shall provide jail and correction services for the City and to establish a mechanism by which the City shall compensate the County for providing these services.

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**ARTICLE II
DURATION**

This Agreement shall go into effect on January 1, 1998, and shall automatically renew from year-to-year thereafter, unless terminated pursuant to the terms and conditions of this Agreement or amended by the parties.

**ARTICLE III
ADMINISTRATION OF AGREEMENT**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**ARTICLE IV
PROPERTY**

All equipment, property, or improvements used to effectuate this Agreement shall become the sole property of the party who provided the equipment, property, or improvement.

**ARTICLE V
INTERPRETATION**

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Clark County, Washington.

**ARTICLE VI
AMENDMENTS**

No amendment or modification of this Agreement may be made unless such amendment or modification is written and executed by both parties.



**ARTICLE VII
MODIFICATION / TERMINATION / ARBITRATION**

Each party to this Agreement agrees that the rate schedule attached to this Agreement as Addendums A, B, and C will be renewed annually on or before September 15 of each year and any proposed changes will be presented at a time sufficient to allow both parties to fully discuss the proposed changes.

If an agreement as to the levels of compensation within an interlocal agreement or contract for gross misdemeanor and misdemeanor services cannot be reached between a designated City Officer and the County Finance Director, then either party may invoke binding arbitration on the compensation issue by providing notice of such to the other party. In the case of non-renewal of an existing contract or interlocal agreement, the notice must be given one hundred twenty (120) days prior to the expiration of the existing contract or agreement and the existing contract or agreement shall remain in effect until a new agreement is reached or until an arbitration award on the matter of fees is made. The City and County shall each select one arbitrator, and the initial two arbitrators shall pick a third arbitrator.

**ARTICLE VIII
INDEMNIFICATION**

1. The City shall indemnify and hold harmless the County, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the City, its officers, agents, and employees, or any of them, in arresting, detaining, charging, prosecuting, or transporting persons subject to incarceration under this Agreement.

In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principle of governmental or public law is involved;

and a final judgment is rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employee, or any of them, the City shall satisfy the same.

2. The County shall indemnify and hold harmless the City, its officers, agents, and employees or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the County, its officers, agents, and employees, or any of them, in accepting City prisoners, providing booking and screening functions, furnishing all jail and health services, transporting City prisoners or injuries which may occur while incarcerated in a Clark County facility.

In the event of any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment be rendered against the City, and its officers, agents, and employee, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

ARTICLE IX COURT SERVICES

The County shall provide Court Services to the City under the following agreed terms and conditions:

1. District Court is the court of limited jurisdiction within Clark County. It is the court of jurisdiction for misdemeanors and infractions committed within the City.

2. The City shall be responsible for all court costs associated with gross misdemeanors, misdemeanors, and infractions committed within the City.

A. Per Case Cost. For each misdemeanor committed in the City and filed in



Clark County District Court, the County shall assess a per case charge as set forth in Addendum C attached hereto and incorporated herein.

- B. Additional Costs. Additional necessary costs incurred will be itemized separately from that of the per case cost. Such additional costs may include court interpreters and witness fees.

**ARTICLE X
JAIL SERVICES**

Clark County will provide jail services to adequately detain prisoners placed under arrest either directly by City officers or by other law enforcement agencies making an arrest for crimes or violations alleged to have occurred within the City limits or under City ordinances.

**ARTICLE XI
COST AND PAYMENT FOR JAIL SERVICES**

The City agrees to make payment for adult City prisoners booked into and/or incarcerated in the Clark County Jail as follows:

- 1. Per Day Cost. For each adult City prisoner booked into and/or incarcerated in the Clark County Jail, the County shall assess a per case charge as set forth in Addendum A attached hereto and incorporated herein.
- 2. Additional Costs. Additional necessary costs incurred for a prisoner will be itemized separately from that of the per day cost or medical cost. With the exception of an emergency, Clark County will make reasonable efforts to obtain pre-authorization from the City prior to incurring any additional cost.

3. Calculation of Per Day Costs. For purposes of determining per day prisoner costs, any portion of the first incarceration day shall be billed as a full day; the second and subsequent incarceration day shall be billed as follows: Six (6) hours or less, no cost. Over six (6) hours shall be counted as a full day.

4. Incarceration Day. The incarceration day begins at the time a prisoner is booked into the Clark County Jail.

5. Emergency Medical and Necessary Health Care. Pursuant to the Revised Code of Washington, RCW 70.48.130, entitled Health and Safety, all City prisoners confined in the Clark County Jail pursuant to the terms of this Agreement, shall receive those medical services provided to other Clark County inmates. The County, in conjunction with providing medical services, has full authority to order City prisoners having health care needs to existing public or private health care facilities. The Clark County Sheriff's Department will attempt to obtain prior approval from the City for all referrals to either public or private health care providers, unless the jail or medical staff determines that an emergency exists, in which instances, no prior approval will be necessary. Any and all medical expenses incurred under the provisions of this paragraph, which are not performed by medical staff upon contract with the County, or paid by the Department of Social and Health Services ("DSHS"), including all physician, dental, hospital, and clinic costs, shall be the sole responsibility of the City, not the County.

ARTICLE XII CORRECTION SERVICES

The Corrections Department is responsible for pretrial investigations of offenders, supervision of offenders released from jail pending trial, pre-sentence investigations, sentencing recommendations, misdemeanor probation supervision, offender work crews, electronic home confinement, offender employment assistance, alcohol education programs for those convicted of driving while intoxicated,

anger control workshops, and general law and justice planning support.

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ARTICLE XIII PROGRAMS

The following programs are used by the Clark County District Court for misdemeanor and gross misdemeanor offenders. These services are set forth in the programs to satisfy either court mandated functions or post-sentence incarceration alternatives.

1. Pretrial Release. Pretrial Release addresses the provision that any person arrested must be held by the least restrictive means possible until disposition of the offender's case. It provides District and Superior Courts with verified information so that appropriate release decisions can be made in a timely fashion. In addition to serving as a conduit of information to the Courts and to attorneys, the program monitors all offenders placed on Supervised Release, a program subfunction, until the offender is sentenced.

Pretrial offenders are interviewed by Corrections staff to determine appropriateness for release on personal recognizance or supervised release. Those offenders that are released promise to make all of the required court appearances and adhere to specific conditions.

The County shall assess the City the associated costs for Pretrial Release as set forth in Addendum B.

2. Probation. Probation provides pre-sentencing information to the Court, which enables the judge to tailor sentences that balance the risk to the community, punishment, and the needs of the offenders. This program also monitors compliance with the court-ordered conditions of probation and enforces court orders.

When defendants are placed on probation, they are classified as high risk. As their compliance

with conditions is monitored, their classification status is changed to meet their risk level. Proper monitoring according to risk level increases chances of positive completion. The County shall assess the City the associated costs for Probation services as set forth in Addendum B.

3. Work Crew and Alternative Community Service ("ACS"). Work crew and ACS are alternative sentencing work programs designed to reduce jail overcrowding by providing minimum-risk offenders a work option to meet court obligations -- fines, program fees, jail sentences. In addition to screening, Corrections staff monitor the type of work assigned and ensure that offenders complete the hours assigned. The County shall assess the City the associated costs for Work Crew and ACS services, as set forth in Addendum B.

4. Deferred Prosecution. Deferred Prosecution monitors compliance with the conditions imposed by a deferred prosecution order, which allows an offender diagnosed with alcohol addiction to undergo a two-year treatment program. Upon successful completion of the program, the charge is dismissed. Although the program is used primarily for DWI cases, it may also be applied for other specified offenses and for offenders with drug addiction and mental health problems.

The intent of Deferred Prosecution is to provide a structure and accountability for the offender to complete their treatment program and successfully complete their course of supervision. The County shall assess the City the associated costs for Deferred Prosecution services, as set forth in Addendum B.

5. Offender Industries. Offender Industries is the program that oversees the plant nursery located at Mabry. This program educates and trains offenders in basic horticulture in order to give offenders a marketable skill for a sustained wage and to grow plant material for use in County Parks and along County roads. Offender Industries also contains supervision of an in-custody recycling crew and an in-custody janitorial crew.

Plants that are propagated and grown in plant nursery program are sold to public entities for their landscaping needs. The County shall assess the City the associated costs for Offender Industries services, as set forth in Addendum B

6. Indigent Defense Cost Recovery. Indigent Defense Cost Recovery (IDCR) is responsible for recovering the offender's portion of the costs for legal representation for those offenders determined to be partially indigent. This reimbursement offsets the cost to the county for providing court-appointed attorney services.

Those defendants using court appointed attorneys, who are determined to be partially indigent but able to contribute, are required to pay back a portion of the cost for their legal defense. The County shall assess the City the associated costs for Indigent Defense Cost Recovery services, as set forth in Addendum B

7. Electronic Home Confinement. Electronic Home Confinement (EHC) provides a custodial alternative that requires electronic monitoring of an offender serving a sentence of partial confinement at his/her residence. These programs allow for a more judicious use of jail spaces for repeat and more serious offenders. The County shall assess the City the associated costs for Electric Home Confinement services, as set forth in Addendum B

8. DWI Center. The DWI Detention Center program provides services to those offenders sentenced to serve a one- or two-day sentence for a first-time offense of DWI. The education provided to offenders at the DWI Center should impact their habits so that they are not re-arrested for DWI within six (6) months of completing the program. The County shall assess the City the associated costs for DWI Center services, as set forth in Addendum B

**ARTICLE XIV
BILLING**

Clark County will bill the City quarterly, and the City will remit payment within thirty (30) days after receipt of the quarterly billing.

1. Financial responsibility shall be as follows:
 - A. The City agrees that it will pay prisoner, District Court and corrections cost as provided for in this Agreement for any adult arrested and/or incarcerated as a result of a misdemeanor or gross misdemeanor having occurred within the City limits.
 - B. The City shall not be responsible for jail costs for those adults who are held in custody on felony offenses or attempt to commit a felony offense, except those which are gross misdemeanors, when felony charges are actually filed.
 - C. The City shall have no obligation for any costs associated with filed felonies which are later reduced to misdemeanors or gross misdemeanors by the Prosecuting Attorney.
 - D. In those cases in which felony charges are not filed and the case is referred to the City Attorney for prosecution, the incarceration cost will be the responsibility of the City.
 - E. The City will have no responsibility for prisoner costs for any adult arrested by City law enforcement officers on a warrant issued for a crime or violation alleged to have occurred outside the City limits.

2. Multiple Charges. It is the intent of the parties to this Agreement that the City shall pay only those jail and correction costs directly attributable to the incarceration or processing of misdemeanor or gross misdemeanor charges originating from the City's jurisdiction. By way of example, prisoners held or processed on multiple charges shall be billed as follows:

- A. Prisoner held or processed on both felony and city misdemeanor or gross misdemeanor charges.
 - i. Concurrent Sentences. No charge, the more serious felony offense would control.
 - ii. Consecutive Sentences. Upon completion of the felony sentence, as reduced by good time, the billing for City charges will commence.
- B. City Misdemeanor or Gross Misdemeanor Charges and other City or County Charges.
 - i. Concurrent Sentences. Split in proportion to each jurisdiction's sentence.
 - ii. Consecutive Sentence. Upon completion of the other City's or County's charges, as reduced by good time, the billing for City charges will commence.
- C. Pretrial. Jail costs or correction services directly attributable to the City's misdemeanor or gross misdemeanor are the responsibility of the City. If the sole basis of custody or corrections charges results from the City charge and if for the other charges for which a person is being processed bail, supervised release, or release on the person's own recognizance is available and such person would have been released, pretrial incarceration cost will be billed to the City. If the prisoner would make bail, receive supervised release, or release would be on their own recognizance on the City charges but the sole basis of retaining the person in pretrial custody is because of the charge of another city, county, or felony, the City shall not be charged.



CITY OF VANCOUVER

Attest:

Ken Shorthill, Clerk

Vernon E. Stoner, City Manager

Approved as to form:

Ted Gathe, City Attorney

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

Attest:

Louise Richards, Clerk to the Board

By: _____
Betty Sue Morris, Chair

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By: _____
Curt Wyrick, Senior Deputy



ADDENDUM

2002 RATES

DISTRICT COURT:

| | |
|------------------------|---------|
| Traffic Infractions | \$17.37 |
| Non-Traffic Infraction | 10.42 |
| Parking Infraction | 8.09 |
| DL7 | 221.16 |
| Other Criminal Traffic | 122.84 |
| Criminal Non-Traffic | 138.84 |

CORRECTIONS:

| | |
|-----------------------------|---------|
| Supervision | \$ 1.08 |
| Work Crew | 35.35 |
| Electronic Home Confinement | 4.40 |

JAIL:

| | |
|------------------|----------|
| Cost Per Bed Day | \$ 52.68 |
|------------------|----------|

Signature of this agreement denotes acceptance of the rates and amends the Interlocal Government Contract between the City and Clark County for District Court Services, Jail Services and Corrections Services.

/s/ John Ingram
 John Ingram, County Finance director

10-26-03
 Date

 Title

 City

EXHIBIT C

TITLE 13 – PUBLIC WORKS

- Chapter 13.10 USE OF SEWERAGE SYSTEM
- Chapter 13.12A UTILITY PERMITS
- Chapter 13.16 AGENCY WORK
- Chapter 13.20 INFORMATIONAL SIGNS
- Chapter 13.26A WATER QUALITY
- Chapter 13.30A CLEAN WATER FUNDING

TITLE 14 – BUILDINGS AND STRUCTURES

- Chapter 14.04 BUILDING CODE
- Chapter 14.08 PLUMBING CODE
- Chapter 14.12 MECHANICAL CODE
- Chapter 14.14A DANGEROUS BUILDING CODE
- Chapter 14.16 HOUSE AND STREET NUMBERING
- Chapter 14.20 SWIMMING POOLS
- Chapter 14.28A CLARK COUNTY ENERGY CODE
- Chapter 14.32 MOBILE HOME PERMITS

TITLE 15 – FIRE PREVENTION

- Chapter 15.12 UNIFORM FIRE CODE
- Chapter 15.13 WILDLAND URBAN INTERFACE / INTERMIX ORDINANCE
- Chapter 15.16 MINIMUM FIRE FLOW—EXCEPTIONS

**TITLE 40 – UNIFIED DEVELOPMENT CODE****SECTION 40.100.070 – DEFINITIONS****SECTION 40.260.080 – FOREST PRACTICES****CHAPTER 40.320 – LANDSCAPING AND SCREENING**

40.320.020 LANDSCAPING IN THE PUBLIC RIGHT-OF-WAY

40.320.030 LANDSCAPING PLAN

CHAPTER 40.350 – TRANSPORTATION & CIRCULATION**SECTION 40.350.030 – STREET AND ROAD STANDARDS****A. Overview**

40.350.030(A)(1) Purpose.

40.350.030(A)(3) Relationship to comprehensive plan.

40.100.070 Definitions.

40.350.030(A)(4) Functional classifications—Purpose.

40.350.030(A)(5) Functional classifications—Urban roads.

40.350.030(A)(6) Functional classifications—Rural roads.

40.350.030(A)(7) Scenic routes.

40.350.030(A)(8) Urban reserve, urban holding areas and rural centers.

B. Standards for a Development Review

40.350.030(B)(1) Transportation impact study.

40.350.030(B)(2) Circulation plan.

40.350.030(B)(3) Transportation design criteria.

40.350.030(B)(4) Access management.

40.350.030(B)(5) Frontage roads/improvement.

40.350.030(B)(6) Off-Site road improvement.



- 40.350.030(B)(7) Intersection design.
- 40.350.030(B)(8) Sight distances.
- 40.350.030(B)(9) Street extensions.
- 40.350.030(B)(10) Private roads.*
- 40.350.030(B)(11) Joint driveways.
- 40.350.030(B)(12) Cul-de-sacs and turnarounds.
- 40.350.030(B)(13) Urban neighborhood traffic management.
- 40.350.030(B)(14) Urban transit circulation standards.
- 40.350.010(A)-(C) Pedestrian/bicycle circulation standards.
- 40.320.030 Landscaping plan.
- 40.320.030(B)(15) Right-of-way standards.
- 40.550.010 Road modifications.

C. Specifications for Design and Construction

- 40.350.030(C)(1) Transportation standard specifications.
- 40.350.030(C)(2) Construction plan requirements for transportation and utility improvements.
- 40.350.030(C)(3) Transportation design specifications.
- 40.350.030(C)(4) Transportation construction specification.



SECTION 40.370.010 – SEWERAGE REGULATIONS

SECTION 40.370.020 – WATER SUPPLY

CHAPTER 40.380 – STORMWATER & EROSION CONTROL

CHAPTER 40.410 – CRITICAL AQUIFER RECHARGE AREAS (CARAs)

CHAPTER 40.420 – FLOOD HAZARD AREAS

CHAPTER 40.430 – GEOLOGIC HAZARD AREAS

CHAPTER 40.440 – HABITAT CONSERVATION

CHAPTER 40.450 – WETLAND PROTECTION

SECTION 40.550.010 – ROAD MODIFICATIONS

CHAPTER 40.570 – STATE ENVIRONMENTAL POLICY ACT (SEPA)

- 40.570.010 AUTHORITY AND CONTENTS
- 40.570.020 GENERAL REQUIREMENTS
- 40.570.030 DEFINITIONS
- 40.570.040 THRESHOLD DETERMINATIONS
- 40.570.050 ENVIRONMENTAL IMPACT STATEMENT (EIS)
- 40.570.060 NOTIFICATION AND COMMENCING
- 40.570.070 USE OF EXISTING ENVIRONMENTAL DOCUMENTS
- 40.570.080 SEPA AND COUNTY DECISIONS
- 40.570.090 CATEGORICAL EXEMPTIONS
- 40.570.100 AGENCY COMPLIANCE
- 40.570.110 FORMS



Cowlitz Indian Tribe

Cowlitz Indian Tribe of Washington

Tribal Resolution of Limited Waiver of Sovereign Immunity

RESOLUTION NO. 2004-01

Date of Enactment February 7, 2004

Subject Limited Waiver of Sovereign Immunity

WHEREAS: This Cowlitz Tribal Council is the Governing Body of the Cowlitz Indian Tribe of Washington and authorized to act on behalf of said Tribe; and,

WHEREAS: The Cowlitz Indian Tribe desires to pursue both cultural and economic development on tribal land within Clark County, Washington; and,

WHEREAS: The Cowlitz Indian Tribe desires to enter into a Memorandum of Understanding with Clark County, a political subdivision of the State of Washington, for the purposes, among others, of establishing a business relationship between the parties which would comprehensively mitigate the impacts of the tribal project within Clark County; and,

WHEREAS: The Cowlitz Indian Tribe and Clark County desire to have a tribal limited waiver of sovereign immunity adopted by the Tribe in conjunction with the execution of the Memorandum of Understanding to assure that the terms of such Memorandum of Understanding can be mutually enforced.

THEREFORE BE IT RESOLVED, that the Cowlitz Tribal Council of the Cowlitz Indian Tribe hereby adopts this Resolution of Limited Waiver of Sovereign Immunity through which it waives its sovereign immunity in favor of Clark County, Washington, as to matters arising in conjunction with the Memorandum of Understanding between the Cowlitz Indian Tribe and Clark County, a copy of which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED, that the Cowlitz Tribal Council hereby adopts such Memorandum of Understanding and all of its terms, and authorizes Tribal Chairman John R. Barnett to execute it on behalf of the Tribe.

BE IT FURTHER RESOLVED, that the Cowlitz Tribal Council specifically consents to the enforcement of the terms of such Memorandum of Understanding and all of its terms.



**Tribal Resolution of
Limited Waiver of Sovereign Immunity
Page Two**

BE IT FURTHER RESOLVED, that the Cowlitz Tribal Council specifically limits this limited waiver exclusively to matters arising under the attached Memorandum of Understanding.

CERTIFICATION:

On February 7th, 2004, this Resolution of Limited Waiver of Sovereign Immunity was approved at a meeting of the Cowlitz Tribal Council held on this date, and the vote was:

15 FOR

0 AGAINST

0 ABSTAIN

Chairman
Cowlitz Tribal Council

ATTEST:

Nancy Colborne
Secretary/Treasurer

SIGNATURE RATIFICATION

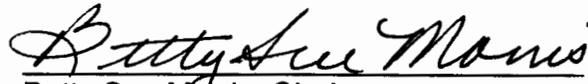
On March 2, 2004, I directed staff to affix my signature to the Memorandum of Understanding and associated resolutions executed with the Cowlitz Tribe. At the time of final execution of the documents, I was unavailable to personally sign. I hereby ratify such signatures by this document and direct that this ratification be retained with the original of such documents.

DATED this 10 day of March, 2004.

Attest:


Clerk to the Board

BOARD OF CLARK COUNTY
COMMISSIONERS


Betty Sue Morris, Chair