INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY AND THE CITY OF VANCOUVER
WITH RESPECT TO JOINT GROWTH MANAGEMENT PLANNING

This Interlocal Agreement (the “Interlocal Agreement”) is made and entered into this 3rd day of December 2007, by and between Clark County, Washington, and the City of Vancouver.

RECITALS

WHEREAS, the Washington Growth Management Act, at RCW 36.70A.210, requires Clark County, in cooperation with a city located within its boundaries such as the City of Vancouver, to adopt county-wide planning policies to address:

(a) Policies to implement urban growth area requirements set forth in RCW 36.70A.110;

(b) Policies for promotion of contiguous and orderly development and provision of urban services to such development;

(c) Policies for siting public capital facilities of a county-wide or statewide nature, including transportation facilities of statewide significance as defined in RCW 47.06.140;

(d) Policies for county-wide transportation facilities and strategies;

(e) Policies that consider the need for affordable housing, such as housing for all economic segments of the population and parameters for its distribution;

(f) Policies for joint county and city planning within urban growth areas;

(g) Policies for county-wide economic development and employment; and

(h) An analysis of the fiscal impact; and

WHEREAS, the County and the City have previously cooperated with one another in these subject areas; and

WHEREAS, GMA generally contemplates that developing areas within Urban Growth Areas will ultimately annex or incorporate, which is reflected in policies contained in Chapter 12 of the Clark County Comprehensive Growth Management Plan; and

WHEREAS, the County and City wish to re-establish a cooperative working relationship between the County and the City in aspects of these subject areas as more fully set forth herein, for the good of all of the citizens of the City of Vancouver and Clark County; and
WHEREAS, the County and the City wish to resolve differences between themselves as to the aspects of these subject areas more fully set forth herein without the necessity of appeals to the Western Washington Growth Management Hearings Board or other litigation pertaining to the 2007 update of the Clark County Comprehensive Plan; and

WHEREAS, this agreement is intended to advance the interjurisdictional coordination and consistency goals and requirements of GMA while recognizing the independent land use policy and regulatory authority possessed by the County and the City; and

WHEREAS, the County and the City desire to enter into an agreement at this time regarding their respective rights and obligations as to the aspects of these subject areas more fully set forth herein, as between themselves; and

WHEREAS, the County and the City may enter into additional implementing agreements as are necessary regarding their respective rights and obligations as to the aspects of these subject areas more fully set forth herein, as between themselves; and

WHEREAS, the County and the City, as public agencies, have authority pursuant to RCW Chapter 39.34 to enter into interlocal agreements for joint and cooperative exercise of their powers, privileges and authority; and

WHEREAS, the County and the City (each, a “Party” and collectively, the “Parties”) desire to enter into this Interlocal Agreement for the purpose of setting forth their mutual agreements;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained herein, inclusive of the recitals above, and of the benefits to be realized by each party, and in order to realize the benefits to the general public from agreement between the Parties, it is agreed by and among the Parties as follows:

AGREEMENT

1. AUTHORITY AND PURPOSE. This Interlocal Agreement is entered into pursuant to the authority of RCW Chapter 39.34. The purpose of this Interlocal Agreement is to set substantive agreements regarding coordinated service provision, annexation, and comprehensive planning in the Vancouver Urban Growth Area. Where mutually agreeable, the parties reserve the right to develop follow up agreements to address further related matters or implementing details.

2. TERM. This Interlocal Agreement shall become effective December 4, 2007, 57 days following the publication of notice of adoption of the 2007 Clark County Comprehensive Plan.
3. **ADMINISTRATION; PROPERTY; FINANCING; BUDGETS.** This Interlocal Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The City and the County shall be jointly responsible for administering the performance of this agreement as provided in Section 5G(6) herein. The City and the County will not acquire any jointly-owned real or personal property in connection with performance of this agreement. The City and the County shall each be responsible for their own individual financial costs of performance of this agreement. No joint budget will be prepared to carry out the performance of this agreement.

Any real or personal property used or acquired by the City or the County in connection with performance of this agreement shall be disposed of by that Party as it shall determine in its discretion.

4. **PRINCIPLES.** This agreement to facilitate planning, development review and annexation of the Vancouver Urban Growth Area shall be based on the following principles:

A. Cooperative relationships between the City and County benefit both organizations and residents and stakeholders of both incorporated and unincorporated neighborhoods.

B. Consistent regulations and cooperative development review facilitate creation of a vibrant, attractive and economically healthy urban area with distinct neighborhoods.

C. The agreement shall be consistent with state law and adopted regional and city and county plans.

D. Urban services should be provided efficiently, cost-effectively, and at consistent levels of services within an urban growth area. Levels of service should be maintained as areas annex.

E. Consistent with Countywide Planning Policies 12.0, developing areas within the Vancouver urban growth areas should annex to the City of Vancouver or incorporate, and the City and County will support annexation consistent with the Vancouver Annexation Blueprint and County comprehensive plan policies.

F. Fiscal impacts of annexation should be evaluated prior to annexation. City, County and other services providers may enter into transition agreements when necessary to fairly balance the impacts of annexation on the city, county, other service providers and local residents as is required by Clark County Comprehensive Plan CPP 12.0.5.

5. **SUBSTANTIVE AGREEMENTS**

A) **Annexation**

1) Annexation Blueprint Update: City staff has prepared and Board of County Commissioners has reviewed an update of the Vancouver Annexation Blueprint. It is agreed that such blueprint:

a) Establishes annexation subareas based on logical service boundaries.

b) Generally provides, in Exhibit A, for balanced annexations (a mix of residential and non-residential) where feasible.
c) Provides for annexation of such areas by the City consistent with an appropriate timing and sequencing schedule. Deviations in timing and sequencing of the updated schedule shall not constitute violations of this Agreement or county-wide planning policies related to balanced annexations, provided that the principles herein are maintained.

2) Agreement to Effectuate the Annexation Blueprint:
   a) City and County agree to work cooperatively in effectuating annexations within the VUGA consistent with the Principles set forth herein, the Countywide Planning and Comprehensive Plan Policies, the provisions of this Agreement and the updated Annexation Blueprint and appendices attached hereto as Exhibit A. Cooperation shall include actions identified in this agreement, and potential additional measures as needed in particular annexation areas, such as jointly authoring public information materials, and/or attendance at public forums.
   b) The City shall maintain current information on the status of all annexations on its’ website and provide the County Administrator with notice regarding new proposals as they occur.
   c) If so requested by the City or otherwise deemed appropriate by the County, the County shall respond to a pending annexation proposal by indicating its intent to (i) actively support, (ii) remain neutral, or (iii) assert inconsistency with the provisions of this interlocal agreement or applicable County Comprehensive Plan policies.

3) Annexation Legislation, Current: City and County agree to jointly support proposed state legislation in the 2008 Legislative session to facilitate the annexation process including the following:
   a) Repeal the Ad Hoc Review Board statutes.
   b) Clarify the requirements for the certification process related to corporate by-laws.
   c) Establish uniform requirements for petition coverage for all classes of cities.

4) Annexation Legislation, Future: City and County agree to consider jointly submitting new state legislation in the 2009 Legislative session and thereafter that facilitate the transfer of governance including but not limited to the following:
   a) Return petition signature certification process to cities.
   b) Provide new financial incentives for annexation.

5) Annexation Support: County agrees to support annexations to the City as generally provided for in Section 5A (2) herein. Specific requirements of that support include the following:
   a) The County agrees to require in its development review and approval process fully executed city required utility covenants, and to require a generic covenant elsewhere in the VUGA. The City shall assist Clark County in defending this requirement if legally challenged.
b) Provide sufficient staff and budget to the Assessor’s Office to facilitate signature certification in a manner consistent with the requirements of state law.

c) Provide annexation signatures for County owned land within proposed annexation areas.

B) Three Creeks Advisory Council: Clark County Comprehensive Plan Three Creeks Land Use element 1.2.12, 3rd paragraph, establishes a Three Creeks Advisory Council process to address Three Creeks area issues. The City of Vancouver will nominate a City representative as its ex officio member of this group.

C) Development Standards: City and County recognize the mutual benefit of consistent development standards for the VUGA to be applied to any development that occurs before annexation. In subject-matter areas where a lack of consistency has been identified, the City and County agree to jointly consider and, where it is deemed appropriate, develop effective ordinance changes and interlocal agreements in order to achieve consistency. Subject-matter areas to be addressed include but are not limited to:

1) Transportation concurrency
2) Street standards
3) Land use and zoning or development standards
4) Stormwater standards

D) Capital Facilities: City and County recognize the mutual benefit of consistent capital facilities. The following work program items are being advanced to further the rational planning, fairness in funding and community enhancement of transportation infrastructure within the Vancouver UGA. It is understood that the work programs recommended are to refined and detailed schedules, funding, and staffing needs are to be set forth upon commencement of each individual work activity.

1) Capital Facilities
   a) Traffic Impact Fee Program
      1) Phase I: Administrative Policies
      2) Phase II: VUGA Program Future.
   2) Transportation Benefit District (TBD) - Development of the format, project list, funding strategies and schedules
   3) Transportation Planning - The City of Vancouver and Clark County staff shall meet in a series of good faith discussions covering the following broad policy areas. The intent of the discussions is to conclude with a series of recommendations to each legislative board regarding these important transportation planning processes which span both jurisdictional boundaries. Recommendations shall be finalized within the timeframes developed in the work program for each issue.
      a) Neighborhood/circulator Streets
      b) Arterial Streets
      c) Regional Facilities
d) Travel demand modeling – convene working group.

4) Transportation system operations and maintenance
   a) Pavement management – agreement to be developed
   b) Traffic operations – agreement to be developed.

5) Parks. Revision of the current parks inter-local agreement will be completed by December 31, 2007. Parks impact fee updates will accompany the inter-local.

E) Work Programs: To address the issues identified in subsections C and D above, the parties shall develop and approve work programs, including proposed timelines for development of recommendations, not later than forty-five (45) days following execution of this agreement.

F.) Other Consultation: The City and County agree to consult with each other on other land use matters of mutual interest, including but not limited to:
   1) Neighborhood association boundaries and potential sub-boundaries.
   2) Potential transfer to the City of County-owned property included in an annexation area.

G) Vancouver Growth Capacity Estimates: The County agrees to:
   1) Monitor the land capacity analysis and Buildable Lands Report (BLR) methodology used to size the VUGA.
   2) Coordinate with the City on the collection, analysis, reporting, and recommended revisions of the data, including capacity estimates.
   3) Incorporate appropriate revisions to the VBLM based upon such monitoring.
   4) Provide for early consultation with the City regarding capacity assumptions used in sizing an expansion of the VUGA, which assumptions shall initially be those of the City for incorporated areas and those of the County for unincorporated areas, and to convene a technical advisory committee of City and County staff to develop a joint recommendation where assumptions are in dispute.

H) Future VUGA Changes: City and County agree that future changes to the VUGA of 500 acres or more shall be implemented using a comprehensive consultative process consistent with County Comprehensive Plan policies 1.1.11 and 1.1.12 and will also include the following additional processes, which the County shall consider for adoption as a Comprehensive Plan policy:
   1) County shall provide advance notice and consultation to the City, and if requested, a public hearing or joint public worksession 180 days prior to final adoption hearings.
   2) During the County SEPA process and specifically in cases where an EIS is required, at the request of a city or cities, the County will consider the inclusion of at least one alternative by a city or cities (with any additional costs of the EIS work to be paid by the requesting city or cities).
   3) Where requested, timely written response from the City or County to specific concerns raised by the other party.
I) Comprehensive Plan Integration. It is the intent of the County to implement the provisions of Subsections (G) and (H), above, through conforming amendments to the County’s Comprehensive Plan applicable to all cities within the county.

6. IMPLEMENTATION. To ensure coordination of annexation, services, planning, or other issues of mutual interest:

A. The Board of Clark County Commissioners and the Vancouver City Council will oversee progress of the collaborative discussions and will set overall direction for further discussion and action.

B. To provide a policy perspective similar to the process of discussions concerning adoption of the 2007 Comprehensive Plan, one member from the Board and two members from City Council will more frequently participate in the collaborative discussions and will report back to the governing bodies.

C. The County Administrator and the City Manager will oversee the process and will deploy necessary resources to advance and complete any work program and/or products that arise from the discussions.

D. Department heads of county and city community planning will act as primary leads to the development and implementation of any work programs and/or work products.

E. County and city legal staff will assist in the development and implementation of any work programs and/or work products at the direction of the staff identified in C and D above.

F. The City and County agree to establish a standing joint coordinating committee composed of staff and at least one elected official from each jurisdiction to meet at least quarterly to review coordination of annexation, services, planning, or other issues of mutual interest.

G. The process set forth above may be informally modified as necessary upon verbal agreement of both the City and the County.

7. DURATION. This agreement shall be effective for a period of ten (10) years from the date of execution.

8. AMENDMENTS. This Interlocal Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto after approval by the legislative bodies of each of the Parties.

9. ASSIGNMENT; BENEFIT OF AGREEMENT. No Party hereto shall assign its rights or obligations under this Interlocal Agreement without the prior written consent of the other Parties hereto. This Interlocal Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.
10. **NOTICES.** All communications, notices and demands of any kind which are
required by this Interlocal Agreement shall be in writing and shall be deemed given when
deposited in the U.S. mail, first class postage prepaid, to the following addresses or to such other
addresses as the Parties shall from time to time give notice to the other Parties:

If to the City:

City of Vancouver
P.O. Box 1995
13th Street
Vancouver, CA 98660-3230
Attn: City Manager

If to the County:

Clark County
P.O. Box 5000
Vancouver, WA 98666-5000
Attn: Clark County Chief Administrative Officer

11. **COUNTERPARTS.** This Interlocal Agreement may be executed simultaneously
in several counterparts, each of which shall be deemed an original, and all of which together
shall constitute one and the same instrument.

12. **FILING THIS INTERLOCAL AGREEMENT.** Within five (5) days from the
date of execution of this Interlocal Agreement, a copy thereof shall be filed with the County
Auditor of the County. The City and the County agree that there shall be two (2) duplicate
originals of this Agreement procured and distributed for signature by the necessary officials of
the parties. Upon execution, one executed original of this Agreement shall be retained by the
Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver
City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to
Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and
posting of a copy on the City’s website, each such duplicate original shall constitute an
agreement binding upon all parties.

13. **LIMITATION OF RIGHTS.** Nothing expressed in or to be implied from this
Interlocal Agreement is intended to give, or shall be construed to give, any person other than the
Parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right,
remedy or claim under or by virtue of this Interlocal Agreement. The City and the County shall
be deemed to be third-party beneficiaries of this Interlocal Agreement.

14. **HEADINGS.** The headings herein are solely for convenience of reference and
shall not constitute a part of this Interlocal Agreement nor shall they affect its meaning,
construction or effect.
15. GOVERNING LAW. This Interlocal Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of Washington applicable to contracts made and performed within such State.

16. VENUE. The venue for any dispute arising under this Interlocal Agreement shall be in the Superior Court of the State of Washington for Clark County, Washington.

17. NO PERSONAL LIABILITY. Notwithstanding anything contained to the contrary in any provision of this Interlocal Agreement, it is specifically agreed and understood that there shall be absolutely no personal liability on the part of any individual officers or directors of the City or the County with respect to any of the obligations, terms, covenants, and conditions of this Interlocal Agreement.

18. SEVERABILITY. If any term or provision of this Interlocal Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement this 3rd day of December, 2007.

CITY OF VANCOUVER

Pat McDonnell, City Manager

BOARD OF CLARK COUNTY COMMISSIONERS

Steve Stuart, Chair

Betty Sue Morris, Commissioner

Marc Boldt, Commissioner

Approved as to form:

Ted H. Gathe, City Attorney

Approved as to form only:

Arthur D. Curtis
Prosecuting Attorney

By: Deputy Prosecuting Attorney

Attest:

Attest:
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Louise Richards, Clerk to the Board