



CO 07-185

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

4 This Interlocal Agreement (the "Interlocal Agreement") is made and entered into this
 5 3rd day of December 2007, by and between Clark County, Washington and the City
 6 the Vancouver.

7 **RECITALS**

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

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

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

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

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

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

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

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

21 (h) An analysis of the fiscal impact; and

22
 23 **WHEREAS**, the County and the City have previously cooperated with one another in
 24 these subject areas; and

25
 26 **WHEREAS**, GMA generally contemplates that developing areas within Urban Growth
 27 Areas will ultimately annex or incorporate, which is reflected in policies contained in Chapter 12
 28 of the Clark County Comprehensive Growth Management Plan; and

29
 30 **WHEREAS**, the County and City wish to re-establish a cooperative working relationship
 31 between the County and the City in aspects of these subject areas as more fully set forth herein,
 32 for the good of all of the citizens of the City of Vancouver and Clark County; and



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

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

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

- 14 A. Cooperative relationships between the City and County benefit both organizations
15 and residents and stakeholders of both incorporated and unincorporated
16 neighborhoods.
- 17 B. Consistent regulations and cooperative development review facilitate creation of a
18 vibrant, attractive and economically healthy urban area with distinct neighborhoods.
- 19 C. The agreement shall be consistent with state law and adopted regional and city and
20 county plans.
- 21 D. Urban services should be provided efficiently, cost-effectively, and at consistent
22 levels of services within an urban growth area. Levels of service should be
23 maintained as areas annex.
- 24 E. Consistent with Countywide Planning Policies 12.0, developing areas within the
25 Vancouver urban growth areas should annex to the City of Vancouver or incorporate,
26 and the City and County will support annexation consistent with the Vancouver
27 Annexation Blueprint and County comprehensive plan policies.
- 28 F. Fiscal impacts of annexation should be evaluated prior to annexation. City, County
29 and other services providers may enter into transition agreements when necessary to
30 fairly balance the impacts of annexation on the city, county, other service providers
31 and local residents as is required by Clark County Comprehensive Plan CPP 12.0.5.

32
33 **5. SUBSTANTIVE AGREEMENTS**

34 A) Annexation

- 35 1) Annexation Blueprint Update: City staff has prepared and Board of County
36 Commissioners has reviewed an update of the Vancouver Annexation Blueprint.
37 It is agreed that such blueprint:
 - 38 a) Establishes annexation subareas based on logical service boundaries.
 - 39 b) Generally provides, in Exhibit A, for balanced annexations (a mix of
40 residential and non-residential) where feasible.

- 1 c) Provides for annexation of such areas by the City consistent with an
2 appropriate timing and sequencing schedule.

3 Deviations in timing and sequencing of the updated schedule shall not constitute
4 violations of this Agreement or county-wide planning policies related to balanced
5 annexations, provided that the principles herein are maintained.

6 2) Agreement to Effectuate the Annexation Blueprint:

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

23 3) Annexation Legislation, Current: City and County agree to jointly support
24 proposed state legislation in the 2008 Legislative session to facilitate the
25 annexation process including the following:

- 26 a) Repeal the Ad Hoc Review Board statutes.
27 b) Clarify the requirements for the certification process related to corporate by-
28 laws.
29 c) Establish uniform requirements for petition coverage for all classes of cities.

30 4) Annexation Legislation, Future: City and County agree to consider jointly
31 submitting new state legislation in the 2009 Legislative session and thereafter
32 that facilitate the transfer of governance including but not limited to the
33 following:

- 34 a) Return petition signature certification process to cities.
35 b) Provide new financial incentives for annexation.

36 5) Annexation Support: County agrees to support annexations to the City as
37 generally provided for in Section 5A (2) herein. Specific requirements of that
38 support include the following:

- 39 a) The County agrees to require in its development review and approval process
40 fully executed city required utility covenants, and to require a generic
41 covenant elsewhere in the VUGA. The City shall assist Clark County in
42 defending this requirement if legally challenged.

- 1 b) Provide sufficient staff and budget to the Assessor's Office to facilitate
2 signature certification in a manner consistent with the requirements of state
3 law.
4 c) Provide annexation signatures for County owned land within proposed
5 annexation areas.
- 6 B) Three Creeks Advisory Council: Clark County Comprehensive Plan Three Creeks
7 Land Use element 1.2.12, 3rd paragraph, establishes a Three Creeks Advisory
8 Council process to address Three Creeks area issues. The City of Vancouver will
9 nominate a City representative as its *ex officio* member of this group.
- 10 C) Development Standards: City and County recognize the mutual benefit of
11 consistent development standards for the VUGA to be applied to any development
12 that occurs before annexation. In subject-matter areas where a lack of consistency
13 has been identified, the City and County agree to jointly consider and, where it is
14 deemed appropriate, develop effective ordinance changes and interlocal agreements
15 in order to achieve consistency. Subject-matter areas to be addressed include but
16 are not limited to:
17 1) Transportation concurrency-
18 2) Street standards.
19 3) Land use and zoning or development standards
20 4) Stormwater standards
- 21
- 22 D) Capital Facilities: City and County recognize the mutual benefit of consistent
23 capital facilities. The following work program items are being advanced to further
24 the rational planning, fairness in funding and community enhancement of
25 transportation infrastructure within the Vancouver UGA. It is understood that the
26 work programs recommended are to refined and detailed schedules, funding, and
27 staffing needs are to be set forth upon commencement of each individual work
28 activity.
29 1) Capital Facilities
30 a) Traffic Impact Fee Program
31 1) Phase 1: Administrative Policies
32 2) Phase II: VUGA Program Future.
- 33 2) Transportation Benefit District (TBD) - Development of the format, project list,
34 funding strategies and schedules
- 35 3) Transportation Planning - The City of Vancouver and Clark County staff shall
36 meet in a series of good faith discussions covering the following broad policy
37 areas. The intent of the discussions is to conclude with a series of
38 recommendations to each legislative board regarding these important
39 transportation planning processes which span both jurisdictional boundaries.
40 Recommendations shall be finalized within the timeframes developed in the work
41 program for each issue.
42 a) Neighborhood/circulator Streets
43 b) Arterial Streets
44 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.

1
2 I) Comprehensive Plan Integration. It is the intent of the County to implement the
3 provisions of Subsections (G) and (H), above, through conforming amendments to the
4 County's Comprehensive Plan applicable to all cities within the county.
5

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

- 8 A. The Board of Clark County Commissioners and the Vancouver City Council will
9 oversee progress of the collaborative discussions and will set overall direction for
10 further discussion and action.
11 B. To provide a policy perspective similar to the process of discussions concerning
12 adoption of the 2007 Comprehensive Plan, one member from the Board and two
13 members from City Council will more frequently participate in the collaborative
14 discussions and will report back to the governing bodies.
15 C. The County Administrator and the City Manager will oversee the process and will
16 deploy necessary resources to advance and complete any work program and/or
17 products that arise from the discussions.
18 D. Department heads of county and city community planning will act as primary
19 leads to the development and implementation of any work programs and/or work
20 products.
21 E. County and city legal staff will assist in the development and implementation of
22 any work programs and/or work products at the direction of the staff identified in
23 C and D above.
24 F. The City and County agree to establish a standing joint coordinating committee
25 composed of staff and at least one elected official from each jurisdiction to meet
26 at least quarterly to review coordination of annexation, services, planning, or
27 other issues of mutual interest.
28 G. The process set forth above may be informally modified as necessary upon verbal
29 agreement of both the City and the County.
30

31 7. **DURATION.** This agreement shall be effective for a period of ten (10) years
32 from the date of execution.
33

34 8. **AMENDMENTS.** This Interlocal Agreement shall not be modified or amended
35 in any manner except by an instrument in writing executed by the Parties hereto after approval
36 by the legislative bodies of each of the Parties.
37

38 9. **ASSIGNMENT; BENEFIT OF AGREEMENT.** No Party hereto shall assign
39 its rights or obligations under this Interlocal Agreement without the prior written consent of the
40 other Parties hereto. This Interlocal Agreement shall inure to the benefit of and be binding upon
41 the Parties and their successors and permitted assigns.
42

1 **10. NOTICES.** All communications, notices and demands of any kind which are
2 required by this Interlocal Agreement shall be in writing and shall be deemed given when
3 deposited in the U.S. mail, first class postage prepaid, to the following addresses or to such other
4 addresses as the Parties shall from time to time give notice to the other Parties:
5

6 If to the City:

7 City of Vancouver

8 P.O. Box 1995

9 13th Street

10 Vancouver, CA 98660-3230

11 Attn: City Manager

210 East

12 If to the County:

13 Clark County

14 P.O. Box 5000

15 Vancouver, WA 98666-5000

16 Attn: Clark County Chief Administrative Officer

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

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

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

35 **14. HEADINGS.** The headings herein are solely for convenience of reference and
36 shall not constitute a part of this Interlocal Agreement nor shall they affect its meaning,
37 construction or effect.

1 **15. GOVERNING LAW.** This Interlocal Agreement shall be construed in
2 accordance with and governed by the Constitution and laws of the State of Washington
3 applicable to contracts made and performed within such State.

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


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

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

16 IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement this
17 3rd day of December, 2007.

18 CITY OF VANCOUVER

BOARD OF CLARK COUNTY
COMMISSIONERS

19
20
21 
22 _____
23 Pat McDonnell, City Manager


24 
25 _____
26 Steve Stuart, Chair

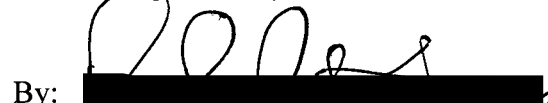
27 _____
28 Betty Sue Morris, Commissioner

29 _____
30 Marc Boldt, Commissioner

31 Approved as to form:

32 Approved as to form only:
33 Arthur D. Curtis
34 Prosecuting Attorney

35 
36 _____
37 Ted H. Gathe, City Attorney

38 
39 _____
40 By: Deputy Prosecuting Attorney

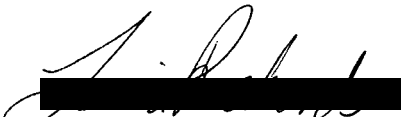
Attest:

Attest:

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



Louise Richards, Clerk to the Board