

Resolution #555

**A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT
WITH CLARK COUNTY FOR THE PROVISION OF PLANNING SERVICES**

Whereas, the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), is obligated to adopt internally consistent development regulations that implement its Comprehensive Growth Management Plan (hereafter “*Plan*”), and to ensure compliance with the requirements of RCW 36.70A.130 of the Growth Management Act (“*GMA*”);

Whereas, the Town Council has deemed it advisable and necessary to update its zoning, planning, development, and critical lands ordinances so that current and up-to-date versions of those ordinances will be readily available to the Town and to the public;

Whereas, the Clark County Community Planning Department is willing and able to provide planning services to assist Yacolt in achieving consistency between Yacolt’s development regulations and its Plan, and to assist Yacolt in ensuring that Yacolt’s development regulations comply with the provisions of RCW 36.70A.130 that concern critical areas;

Whereas, the Town desires to retain the services of the Clark County Community Planning Department to provide these services, and to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act, to describe the terms by which Clark County will provide the services described herein to the Town;

Whereas, the Town has negotiated an Interlocal Agreement with Clark County for such services to be provided to the Town, and that Agreement has been reviewed and approved by the Town Attorney;

Whereas, the Town Council of Yacolt has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the ‘Interlocal Agreement Between Clark County and the Town of Yacolt’ attached as Exhibit A hereto; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 3rd day of April, 2017, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

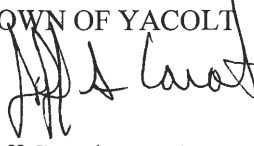
NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1: That the Interlocal Agreement Between Clark County and the Town of Yacolt, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Interlocal Agreement Between Clark County and the Town of Yacolt for and on behalf of the Town of Yacolt.

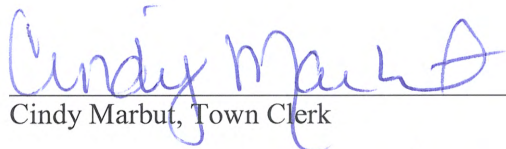
Section 2: The Interlocal Agreement shall be effective following approval and execution by the parties based on appropriate authorization by ordinance, resolution or otherwise.

Section 3: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 3rd day of April, 2017.

TOWN OF YACOLT

Jeff Carothers, Mayor

Attest:


Cindy Marbut, Town Clerk

Ayes: Myers, Hancock, Lister, Tester + Wallway
Nays: _____
Absent: _____
Abstain: _____

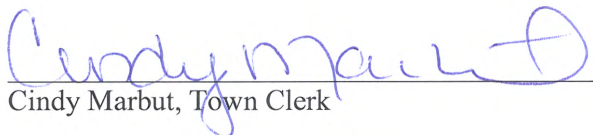
Approved as to Form:

David W. Ridenour, Town Attorney

TOWN CLERK'S CERTIFICATE

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #555 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLARK COUNTY FOR THE PROVISION OF PLANNING SERVICES", as approved according to law by the Town Council on the date therein mentioned. The Resolution has been published or posted according to law.

Attest:


Cindy Marbut, Town Clerk

Published: 01/7
Effective Date: 4/3/17
Resolution Number: 555

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE TOWN OF YACOLT**

**CLARK COUNTY COMMUNITY PLANNING SERVICES FOR
THE TOWN OF YACOLT**

I. INTRODUCTION

This Interlocal Agreement (Agreement) is entered into between the Town of Yacolt (Yacolt) and Clark County (County).

II. BACKGROUND

Yacolt recognizes its responsibility under WAC 365-196-500 to adopt internally consistent development regulations that implement its Comprehensive Growth Management Plan (Plan). In 2013, Yacolt updated its Plan, and must also update its development regulations to be consistent with the Plan and to ensure compliance with the requirements of RCW 36.70A.130 of the Growth Management Act (GMA). Yacolt seeks services from Clark County through the Clark County Department of Community Planning to provide assistance in updating Yacolt's development regulations.

Clark County Community Planning is willing and able to provide planning services to assist Yacolt in achieving consistency between Yacolt's development regulations and Plan, and to assist Yacolt in ensuring that Yacolt's development regulations comply with the provisions of RCW 36.70A.130 that concern critical areas.

III. PURPOSE

The purpose of this Agreement is to establish the terms by which Clark County Community Planning will provide certain planning services to Yacolt, and Yacolt will compensate Clark County Community Planning for the services provided. Clark County and Yacolt agree upon the following:

IV. SCOPE OF WORK

A. Clark County Community Planning will provide the following services to Yacolt:

1. Draft Amendments to Development Regulations:
 - a. Update Yacolt's development and zoning regulations, (Ordinance #371 as amended), to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA.
 - b. Delete MH from Ordinance 371 Section 6: Manufacturing Districts (ML, MH) to insure consistency with the updated Plan.

2. Update Yacolt's Critical Lands Ordinance #440, as amended, to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA, with respect to the protection of resource lands and critical areas.
3. SEPA. Conduct an environmental review of the impacts of the proposed amendments to the development regulations, in accordance with Washington State Environmental Policy Act (SEPA) requirements.
4. Public Proceedings.
 - a. Provide the Yacolt Council with staff support during various decision points in the planning process.
 - b. Provide staff support during public workshops, meetings and hearings pertaining to the development regulations.
5. No Responsibility for Other Planning Work. Except as explicitly set forth in this Agreement, Clark County Community Planning shall not be responsible for processing applications for development permits, rezones, or Plan amendments received by Yacolt during the term of this Agreement.
6. Staffing. Clark County Community Planning shall assign staff to the project and will not substitute staff without the permission of Yacolt, which will not be unreasonably withheld.

B. Yacolt Responsibilities and Conditions:

1. Elected and appointed officials will conduct public workshops, meetings and hearings on the development regulation update. They will also participate in public involvement meetings, as appropriate.
2. In compliance with GMA, publish all notices of workshops, meetings and hearings on the development regulations, as well as notices of planning decisions or other actions pertaining to the development regulations.
3. Formally submit planning documents to the Washington Department of Commerce and other state agencies with jurisdiction or interest in the development regulations, in accordance with RCW 36.70A.106.
4. Consider the development regulations and implementing ordinances for adoption.
5. Elected and appointed officials will be available to Clark County Community Planning staff to provide input on their desires for the substance of the development regulations.
6. Issue all press releases and be the lead for all public communication regarding development regulations and ordinance status and substance.

Clark County Community Planning may respond with the permission of Yacolt project contact or mayor.

C. Project Milestones

Timeline and Budget: Yacolt Development Code.

Tasks	Description	Start Date	End Date	STAFF				Budget
				Gary Albrecht	Brent Davis	County Support Staff	Oliver Orjiako	
Goal	Update Development regulations to reflect Yacolt's Plan.							
1. TASK 1	Facilitate Yacolt's review of the as amended Ordinance 371 and 440			10.0		2.00	1.00	\$903
	TASK 1 SUBTOTAL			10.0		2.00	1.00	\$903
Deliverable	Provide Summary Report	1-Apr-17	4/31/2017					
2. TASK 2	Review as amended zoning code (Ord. 371)			2.0		0.50	0.50	\$238
3. TASK 3	Review as amended critical areas code (Ord. 440)			80.0	10.0	2.50	1.00	\$5,365
4. TASK 4	Committee Review			20.0		2.00	1.00	\$1,366
	TASK 2-4 SUBTOTAL			102.0	10.0	5.00	2.50	\$6,968
Deliverable	Provide summary of proposed changes	3-May-17	5-Jun-2017					
5. Town Council Review								
a.	Presentation of the first draft			3.0		1.00	0.50	\$359
	TASK 5 SUBTOTAL			3.0		1.00	0.50	\$359
6. OPEN HOUSE								
a.	Public presentations- Open Houses			3.0		1.00	0.50	\$359
	TASK 6 SUBTOTAL			3.0		3.00	1.50	\$799
	Task 5-6 SUBTOTAL							\$1,158
Deliverable	Adoption Process	8-Jun-17	6-Jul-17					
7.	Adoption Notice							
a.	Submit SEPA			2.0		1.00	0.50	\$313
b.	Submit Commerce 60-day Notice			2.0		1.00	0.50	\$313
	TASK 7 SUBTOTAL			4.0		2.00	1.00	\$625
8. Town Council Review								
a.	Public input presentation			3.0		1.00	0.75	\$394
b.	Adoption presentation			3.0		1.00	0.75	\$394
	TASK 8 SUBTOTAL			6.0		2.00	1.50	\$788
	Adoption Process SUBTOTAL							\$1,413
	Project Management (4 hours/month/5 months)			20.0		2.50	1.00	\$1,441
	Travel reimbursements - 22 person visits @ \$250/person (includes mileage, and meals)							\$5,500
TOTAL				148.0	10.0	17.50	9.00	\$17,382.72

D. Contacts for the Parties. Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

For Clark County:

Oliver Orjiako, Community Planning Director
P.O. Box 9810
Vancouver, WA 98666-9810;
Oliver.orjiako@clark.wa.gov
360-397-2280 x4112

For Town of Yacolt:

Pete Roberts, Public Works Director
P.O. Box 160
Yacolt, WA 98675;
Pete.roberts@townofyacolt.com
360-686-3922

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

V. PERIOD OF AGREEMENT

The period of this Agreement is from March 1, 2017 to August 14, 2017, unless extended. See *Agreement Modifications*.

VI. BUDGET & PAYMENT

- A. Budgeted Work.** Work performed under this agreement will be consistent with the Scope of Work presented in Section 4 and the Budget column. The budget includes estimates the cost of staff time, materials and travel that Clark County Community Planning anticipates incurring in completing the work. The budget is divided into three parts which correspond with the two major planning projects: 1) Propose to remove Heavy Manufacturing from the zoning code Ordinance 371; 2) update Ordinance 440 using Best Available Science; WAC 365-195-900; and 3) staff support to the Yacolt Council during development regulation adoption process.
- B. Invoice and Payment Schedule.** Each quarter Clark County Community Planning will submit to the Yacolt an invoice for services and expenses for the previous quarter, with a brief report on the services rendered that quarter. Yacolt will pay Clark County Community Planning within 30 days of receiving an appropriate invoice for services and expenses.
- C. Limitation on Payments.** Total payments to Clark County Community Planning will not exceed \$17,383.72 and may be less than the budget established for the project, depending upon the amount of work performed.

VII. AGREEMENT MODIFICATIONS

This Agreement and budget may be modified only by written amendments that are approved and signed by both parties.

VIII. AGREEMENT TERMINATION

Either party may terminate this agreement for any reason before August 14, 2017, upon 15 days written notice before the date of termination. At the time of termination, all work products become the property of Yacolt. If the agreement is terminated Yacolt is responsible for payment for duties performed by the Clark County Community Planning.

IX. PUBLIC INVOLVEMENT

Yacolt and Clark County Community Planning will jointly develop a public involvement program for the development code update.

X. RELATIONSHIP OF PARTIES

An independent contractor-client relationship is created through this Agreement. No agent, employee, representative or subcontractor of Clark County Community Planning shall be deemed an employee, agent, representative or subcontractor of Yacolt by virtue of this Agreement.

XI. INDEMNIFICATION

A. County Responsibility.

1. Clark County agrees to indemnify, defend, save and hold harmless Yacolt, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, grossly negligent, reckless, or willful deeds, in the performance of services by Clark County Community Planning pursuant to this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Yacolt retains the right to participate in said suit if any principal of public law is involved.
3. This indemnity and hold harmless shall include any claim made against Yacolt by an employee of Clark County or subcontractor or agent of Clark County, even if Clark County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, Clark County, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
4. Clark County shall not be required to indemnify or hold Yacolt harmless for any liability, claim, demand, cause of action, suit, or judgment, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to,

any decision made or action taken by Yacolt staff or officials that is listed under Yacolt Responsibilities and Conditions, Section IV.B, above, or that is contrary to advice provided by Clark County Community Planning.

B. Yacolt's Responsibility.

1. Yacolt agrees to indemnify, defend, save and hold harmless Clark County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services for Yacolt by Clark County Community Planning for the good faith professional judgments that may be found erroneous, or arising out of grossly negligent, reckless, or willful deeds of Yacolt, in the performance of its obligations under this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Clark County retains the right to participate in said suit if any principal of public law is involved.

XII. ASSIGNMENT. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

XIII. INTERLOCAL COOPERATION ACT COMPLIANCE. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.

A. Duration of Agreement. The duration of this Agreement is as set forth in Section V, above.

B. No Separate Entity; Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. Administration of this Agreement will be the joint responsibility of the Parties hereto, each only for its actions hereunder.

C. Purpose of Agreement. The purpose of this Agreement is as set forth in Section III, above.

D. Manner of Financing. The budget and scope of work pursuant to this Agreement are set forth in Sections IV.C and VI, above. Yacolt has provided for the payment for services to be provided under this Agreement through its annual budget process for 2017, with the source of payment to be Yacolt's general operating fund.

E. No Real Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. All work product and deliverables produced pursuant to this Agreement will become the property of Yacolt. All other property

used pursuant to this Agreement will remain the property of the jurisdiction that acquired them.

F. Termination of Agreement. Termination of this Agreement will occur at August 14, 2017 or in accordance with Section VIII, above.

G. Document Execution and Filing. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party's web site as authorized by RCW 39.34.040.

Dated this 3rd day of April, 2017.

CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: [Signature]
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: April 11, 2017

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: [Signature]
Christine Cook, Senior Deputy Prosecuting Attorney

TOWN OF YACOLT

By: [Signature]
Jeff Carothers, Mayor

Date: 4-3-17

Approved as to form only:
By: [Signature]
David W. Ridenour, Town Attorney

Date: 6-6-17



**First Amendment to Interlocal Agreement
between
Clark County and the Town of Yacolt**

RECEIVED
CLARK COUNTY
SEP 8 2017
COMMUNITY DEVELOPMENT
ADMINISTRATION

Clark County, Washington, (County), a political subdivision of the State of Washington, and the Town of Yacolt, Washington (Yacolt), entered into a Interlocal Agreement (Agreement) on April 3, 2017 for professional long-range planning services. This amendment has an effective date of August 14, 2017.

WITNESSETH

WHEREAS the update to the development regulations has taken longer than anticipated; and

WHEREAS the additional work on the update to the development regulations is anticipated to extend beyond the original agreed upon completion date; and

WHEREAS although the contract term of the Agreement has closed, before the additional required work desired by Yacolt could be performed, the Agreement allows for amendments approved in writing by the parties;

NOW, THEREFORE, THE COUNTY AND THE TOWN HEREBY AMEND THE Agreement AS FOLLOWS:

1. Term of Agreement: The contract period is extended to February 28, 2018.
2. Agreement in Effect: The unamended provisions of the Agreement remain in full force and effect.

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CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: [Signature]
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: 8-29-17

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: [Signature]
Christine Cook, Senior Deputy Prosecuting
Attorney

TOWN OF YACOLT

By: [Signature]
Vince Myers, Mayor

Date: 9-5-17

Approved as to form only:

By: [Signature]
David W. Ridenour, Town Attorney

