

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the CITY OF BATTLE GROUND, (BATTLE GROUND); CITY OF CAMAS, (CAMAS); CLARK COUNTY; CITY OF LA CENTER, (LA CENTER); CITY OF RIDGEFIELD, (RIDGEFIELD); CITY OF VANCOUVER, (VANCOUVER), CITY OF WASHOUGAL, (WASHOUGAL); CITY OF WOODLAND, (WOODLAND); and the TOWN OF YACOLT, (YACOLT), collectively the Parties. Additional parties may be added (see section VI).

WHEREAS, all Parties would like to see successful sustainable development within Clark County; and

WHEREAS, Clark County and its cities stands to prosper if there is consistency in encouraging green practices across jurisdictions; and

WHEREAS, faced with the challenges of declining budgets, reduced staff, and changing technology, it's important for communities to support joint resources and learn from each other's successes and challenges; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I - Purpose

The Parties shall jointly oversee a sustainable communities initiative (SCI) as provided for in this agreement. Through the shared resources of cooperative partnership, the SCI will create and foster a greater awareness of sustainable affordable development, and encourage action-taking by local jurisdictions within Clark County and Southwest Washington. The Parties shall participate in the SCI to work towards the following outcomes:

- A. Adoption of voluntary regional green building standards.
- B. Implementation of at least one new strategy to support sustainable affordable development practices (see attached matrix) by Dec. 2010.

II – SCI Stakeholders

Each party shall appoint at least one representative to serve on a stakeholders group, hereinafter referred to as the STAKEHOLDERS, which shall be responsible for participating in the SCI. Each party shall have equal weight in any decision, and decisions shall be arrived at by a consensus.

III – Consensus

The STAKEHOLDERS shall operate by consensus.

IV - Budget

Clark County will provide funding through a grant from the Washington Department of Ecology.

V - New Members

This Agreement may be amended to include additional parties if agreed to by all PARTIES. The PARTIES will determine whether new members are part of the consensus process or are ex-officio members.

VI - Meetings

The STAKEHOLDERS shall meet at least three times during 2010.

VII - Duration and Termination

Any Party to this agreement may terminate its participation upon 30 days written notice to the PARTIES. Thirty days after such notice is given, the withdrawing party shall have no further responsibility to participate in the activities of the SCI.

VIII - General Terms

A. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Clark County.

- B. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- C. Waiver of Breach. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant, or agreement, or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provide for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it.
- D. No Rights Created in Third Parties. The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the parties mentioned herein and their respective successors and assigns of each.
- E. Indemnification. Each party is responsible for their own employee's acts or failures to act. To the extent permitted by law, each party shall at all times during the term of this agreement indemnify and hold harmless the other's officials, officers, employees, agents, and representatives against any and all losses, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees, resulting from, arising out of, or related to the negligent acts of their employees in performing the duties under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement at Vancouver, Washington and becomes effective upon the date of the last signature below.

BATTLE GROUND

By: _____ Date: _____

CAMAS

By: _____ Date: _____

CLARK COUNTY

By: _____ Date: _____

LA CENTER

By: _____ Date: _____

RIDGEFIELD

By: _____ Date: _____

VANCOUVER

By: _____ Date: _____

WASHOUGAL

By: _____ Date: _____

TOWN OF YACOLT

By: _____ Date: _____

APPROVED AS TO FORM:

Mr. Bronson Potter
Clark County, Deputy Prosecuting Attorney

Mr. Jeff Riback
City of Vancouver, Attorney

Attest:

Ms. Sylvia G. Costich
Interim City Clerk