

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE  
COUNTYWIDE PLANNING POLICIES UPDATE

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

1.5 The City of College Place (College Place) is a non-chartered code city organized under the laws of the State of Washington.

2. Purpose

2.1 Walla Walla County is required to adopt countywide planning policies in cooperation with the cities located within its boundaries.

2.2 The parties wish to collaborate to review, and if necessary, update countywide planning policies pursuant to RCW 36.70A.210. The countywide planning policies provide the framework from which the comprehensive plans of each jurisdiction are developed and adopted. Per WAC 365-196-305, “The primary purpose of county-wide planning policies is to ensure consistency between the comprehensive plans of counties and cities sharing a common border or

related regional issues. Another purpose of county-wide planning policies is to facilitate the transformation of local governance in the urban growth area, typically through annexation to or incorporation of a city, so that urban governmental services are primarily provided by cities and rural and regional services are provided by counties.”

2.3 The parties have determined that the residents of each jurisdiction would benefit from a cooperative and collaborative review of the current countywide planning policies. If necessary, based upon the parties review of the current countywide planning policies, the countywide planning policies should be updated prior to each jurisdiction conducting a periodic review of their comprehensive plans and development regulations which must be done by June 30, 2026, pursuant to RCW 36.70A.040. Additionally, the parties wish to review and, if necessary after review, update the countywide planning policies prior to the next urban growth area (UGA) review by the County, which is unscheduled but will next occur between 2024 or in conjunction with the June 30, 2026 periodic update. A cooperative and collaborative planning effort is required pursuant to RCW 36.70A.210.

2.4 This Agreement sets forth mutually agreed-upon goals, an administrative structure with identified tasks and responsibilities necessary for collaborative review of the countywide planning policies, pooling and agreed use of funding from the cities of Walla Walla and College Place and Walla Walla County, and providing for additional funding that may be required.

2.5 Nothing in this Agreement requires the County to adopt any particular policy or shall be construed to alter the land-use powers of cities.

### 3. Duration

3.1 This Agreement shall be in effect for the period commencing on the date it is approved by all of the parties, and expiring one year from the date of execution of this interlocal by all parties. The term of this Agreement may be extended for one additional year by mutual agreement of all parties, if necessary to complete work referenced in paragraph 2.2 above. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chair of the Board of County Commissioners and the executive officer of each other party are authorized to approve and execute such a one year extension without further authorization from the legislative body of each party.

#### 4. Goals

4.1 It is a goal of the parties to review, and if necessary revise and adopt revised countywide planning policies to meet the requirements of Chapter 36.70A.210 RCW and WAC 365-196-305.

4.2 It is a goal of the parties to conduct a gap analysis to ensure consistency between the countywide planning policies, other planning efforts, guidance, administrative codes, and laws including but not limited to Chapter 36.70A, the Walla Walla Regional Housing Action Plan (HAP), July 2021, and the Walla Walla Metropolitan Planning Organization 2045 Plan.

4.3 It is a goal of the parties to pool and jointly use funds contributed by the cities of Walla Walla and College Place and Walla Walla County to conduct the scope of work, including environmental review under SEPA, and thereafter, to the extent available, to satisfy administrative and other costs.

4.4 It is a goal of the parties to develop a framework for reviewing and amending

countywide planning policies now and into the future as well as timely adopt the revised countywide planning policies developed under this interlocal agreement by all jurisdictions in accordance with the requirements of Chapter 36.70A RCW and WAC 365-196-305, and Section 15 of the Countywide Planning Policies.

5. Administrative structure.

This Agreement does not establish a separate legal entity. It designates a project lead and provides for a joint advisory board (Project Management Team) to oversee the review, and if necessary, drafting of proposed amendments to the countywide planning policies.

5.1 Project administrator. The Community Development Department Director for Walla Walla County (Department) is designated as the administrator for any and all funds received or made available to the parties through the interlocal agreement to review, and if necessary revise and propose updated countywide planning policies. The Department shall consider the advice of the Project Management Team and each party regarding the content of interlocal agreement and use of funds.

5.1.1 Consultant and professional services

The Department is authorized to use funds to retain and contract with consultants and other professionals for services required to review and revise updated countywide planning policies. The consultant selection decision rests with the Project Management Team and each party regarding the selection and hiring of consultants and other professionals. This interlocal agreement permits the Project Management Team to negotiate a scope of work and budget not to exceed \$100,000 for the selected consultant team.

### 5.1.2 Funding

Funds shall be used to pay for the consultant team that will assist the Project Management Team in reviewing and amending the countywide planning policies and any necessary analysis or studies, to meet the requirements of Chapter 36.70A RCW.

### 5.1.3 Billing method and process

Invoices shall be sent to the cities of Walla Walla and College Place monthly for their share of the project costs not to exceed 1/3 for each entity of the project costs.

## 5.2 Project Management Team

The development and drafting of proposed amendments to the countywide planning policies shall be overseen by a project management team. The team will prepare recommendations for consideration by the County and cities via the processes described in 5.3 and 6 below. Each party may appoint a maximum of three members to the project management team and shall make provision for an alternate member to serve in the event that its appointed member(s) is unavailable or unable to serve.

Decision making by the project management team should be collaborative and by consensus. However, in the event of impasse or disagreement, a decision may be made by a majority of the members of the project management team.

5.2.1 The project management team shall coordinate and cooperate with the Washington State Department of Commerce Growth Management Services.

5.2.2 The project management team shall develop an agreed-upon scope of work. Each party may have unique needs based on existing land use, prior planning or data collection,

political framework, or other situations. Those needs will be addressed in the final scope of work, which shall include the following:

1. Gap Analysis – Ensure consistency between the CPPs and other planning efforts, guidance, and laws by completing a gap analysis. This process should also identify structural and substantive changes which would make the document more user friendly, and additional chapters/policies (i.e., Climate Change) that may not be required, but may be beneficial for consideration.
2. Public Participation Plan – Ensuring adequate opportunities for stakeholder and public input on proposed amendments including public meetings.

5.2.3 The project management team jointly with the consultant shall provide for public participation and opportunities for stakeholder and public input in the development of the team's recommendations.

5.2.4 The project management team shall make decisions needed to develop, draft and timely prepare recommendations in accordance with this agreement's timeframes.

5.2.4.1 The project management team shall submit a draft countywide planning policies to each party with reasonable time for all parties to consider and propose revisions prior to circulation of a final draft or drafts for approval.

5.2.4.2 The parties agree to propose revisions to any draft amendments to allow for timely final approval of a final draft or drafts.

5.2.5 The project management team shall come to consensus regarding the selection and hiring of consultants and other professionals. Under the direction of the project

management team, the Department shall supervise and direct any consultants and other professionals who are retained.

5.2.6 The Department and project management team will communicate via in-person meetings, telephone, or email to relay information, answer questions, or raise concerns. All members will respond promptly to communications. The Department will ensure that information related to the project is timely provided to the members.

5.2.7 The Department (can be through the consultant team) will cause to be distributed to each member an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

5.2.8 The Department will keep the official project records and make them available to the project management team. Project records shall be made available for public inspection in accordance with law.

5.3 Proposed amendments to the Countywide Planning Policies, once recommended by the project management team, shall be subject to the following procedures:

5.3.1 SEPA. Walla Walla County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.

5.3.2 Walla Walla County Board of County Commissioner Review. The Board of County Commissioners will invite the Project Management Team to a public meeting to discuss the draft countywide planning policy amendments. The Board of County Commissioners will vote whether or not to send the final draft countywide planning policy amendments to the cities for review and approval. The Board may amend the final draft countywide planning policy

amendments after consultation with the project management team prior to sending the amendments to the cities for review and approval.

5.3.3 City approval process. Within 90 days of the Board of County Commissioners' vote, the respective city legislative authorities must act upon final draft countywide planning policy amendments.

City approval means a vote by the legislative authority to approve or disapprove the final draft countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the Department Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

## 6. Countywide Planning Policy final approval

6.1 Following approval of the draft countywide planning policy amendments under subsection 5.3.3 above, the Board of County Commissioners shall conduct a public hearing and may adopt or not adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the Board of County Commissioners adoption process.

6.2 In the event that any of the cities vote to disapprove the final draft countywide planning policy amendments, the County will not take any action on the final draft countywide planning policy amendments until after the expiration of this Agreement.

## 7. Funding

7.1 Countywide Planning Policies Update. The parties reasonably expect that any



proposed amendments to the countywide planning policies can be completed for the proposed budget. The parties also understand however that there may be initial costs that are not covered by the proposed funding and that unforeseen circumstances could result in cost overruns.

7.1.1 The parties agree that the County and the cities of Walla Walla and College Place are responsible each for 1/3 of any cost overruns. The project administrator will regularly update the project management team on the consultant use of funds and provide notice of any potential cost overruns before such costs are incurred.

7.1.2 The parties agree that the County will bill the cities of Walla Walla and College Place monthly for their 1/3 share of the consultant contract.

7.1.3 The Parties agree that, in recognition of financial uncertainty, should any party's financial position significantly change, said party is not obligated to appropriate additional funding to fulfill this agreement. The Parties agree to consider funding alternatives, including but not limited to deferred payments or reimbursements. The Parties agree to cooperate fully in seeking third-party funding such as grants to fulfill this Agreement.

## 8. Property

8.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

## 9. Termination of Agreement.

Any party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. Termination of participation shall not entitle a party to assert any claim to unexpended funds. Any terminating party shall continue to be

entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

10. Independent contractors.

The parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties. Each party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any party an employee of any other party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

11. Hold harmless.

It is understood and agreed that each party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Attorney fees.

All parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

13. Assignment.

No party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective

rights or obligations under this Agreement without the prior written consent of the other parties.

14. Third party beneficiaries.

The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The parties do not intend to create any third-party beneficiary to this Agreement.

15. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a party at its address of its principal governmental office in care of its official clerk.

16. Waiver.

No waiver by any party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

17. Entire agreement.

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

18. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

19. Counterparts.

This 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.

20. Execution and filing.

The parties agree that there shall be four (4) duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each party. Each party who executes this Agreement shall cause two executed originals to be returned to the Department, who shall date it below. The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040. Upon posting of a copy on the County's website, such signed original shall constitute an agreement binding upon the parties.

21. Ratification.

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and confirmed.

22. Severability.

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

23. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

24. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior

Court of the State of Washington for Walla Walla County.

25. Nothing in this Agreement shall be construed to alter the County's statutory authority to amend, deny or approve proposed countywide planning policy amendments, or the Cities' right to appeal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF WALLA WALLA

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CHAIR OF BOARD OF WALLA WALLA  
COUNTY COMMISSIONERS

COUNTY OF WALLA WALLA

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WALLA WALLA COUNTY  
COMMISSIONER

COUNTY OF WALLA WALLA

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WALLA WALLA COUNTY  
COMMISSIONER

CITY OF PRESCOTT

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MAYOR

CITY OF WAITSBURG

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MARTY DUNN  
MAYOR

CITY OF WALLA WALLA

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ELIZABETH CHAMBERLAIN  
CITY MANAGER

CITY OF COLLEGE PLACE

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NORMA HERNANDEZ  
MAYOR