

RESOLUTION NO. 2015-13

A Resolution of the Town of Naches, Washington, adopting the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

WHEREAS, the purpose for Master Interlocal Agreement for Growth Management Act Implementation in Yakima County is to provide a management structure for growth and development occurring in portions of urban growth areas which are outside of existing city/town limits, and:

WHEREAS, this Agreement is intended to meet the objectives of the Growth Management Act, set out processes for coordination of public improvements, and to clarify administrative and development processes for citizens, cities/towns, and the county, and:

WHEREAS, this Agreement does not preclude public processes associated with adoption of implementing regulations by the cities/towns or the county:

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:

The Naches Town Council hereby adopts the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, this 12th day of October, 2015.



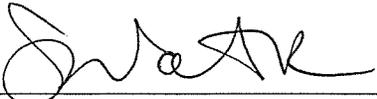
Paul Williams, Mayor

ATTEST:



Elvira Birrueta, Clerk/Treasurer

APPROVE AS TO FORM:



Sara Watkins, Attorney

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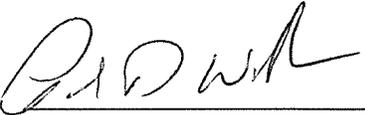
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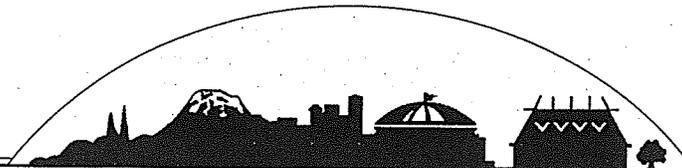


Elvira Birrueta, Clerk/Treasurer

APPROVE AS TO FORM:

A handwritten signature in black ink, appearing to read 'Sara Watkins', written in a cursive style.

Sara Watkins, Attorney



BOARD OF YAKIMA COUNTY COMMISSIONERS

★ District One
Michael D. Leita

★ District Two
Kevin J. Bouchey

★ District Three
Rand Elliott

September 21, 2015

City of Naches
Attn: Mayor Rick Carney
PO Box 95
Naches WA 98937

Re: Approval of Updated Master Interlocal Agreement

Dear Mayor Carney:

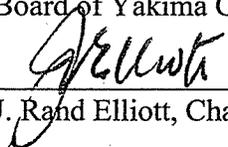
Over the last 8 months, Yakima County and each of the fourteen cities and towns has been working diligently on updating the *Master Interlocal Agreement for Growth Management Act Implementation in Yakima County*. The overall intent of the update was to make the Master Interlocal Agreement more user friendly, better reflect current Growth Management Act requirements and to establish clearer management structure for growth and development within the unincorporated Urban Growth Areas.

The collaborative process used to update the Master Interlocal Agreement was very successful and should prove beneficial for future cooperative planning efforts between Yakima County and your jurisdiction.

Enclosed with this letter is a copy of final updated Master Interlocal Agreement. The Master Interlocal Agreement needs your jurisdiction's final approval and signature. After the Master Interlocal Agreement is approved and signed, please return the signature page to our office. Once all signatures are gathered, Yakima County will sign the agreement and provide a final approved copy to each jurisdiction.

Respectfully,

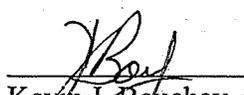
Board of Yakima County Commissioners



J. Rand Elliott, Chairman



Michael D. Leita, Commissioner



Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

MASTER INTERLOCAL AGREEMENT
FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY

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I. PREAMBLE

A. PURPOSE

The primary purpose of this Agreement is to provide a management structure for growth and development occurring in Urban Growth Areas (UGAs) to ensure that coordinated Growth Management Act (GMA) goals will be met. In areas that are outside of city limits but within the UGA, the County continues to have legal jurisdiction but both the County and respective City have interests. The purpose of UGA designation is to target these areas for urban growth and urban levels of services, and eventual annexation or incorporation. Consequently, the County and cities' must have coordinated visions for urban density land use in these areas with appropriate development standards to assure consistency with the GMA. This Agreement is intended to meet the objectives of the GMA, set out processes for coordination of planning, provide public improvements, and to clarify

administrative and development processes for citizens, the Cities and the County.

B. BACKGROUND

Outlined below are statute, regulation, and agreements that provide the framework for this Agreement.

1. Growth Management Act

The enactment of GMA by the Washington State Legislature in 1990 fundamentally changed the way comprehensive land use planning is carried out in the state. The GMA requires that counties and cities update their comprehensive land use plans consistent with statewide goals and to coordinate their planning efforts with each other.

2. County-wide Planning Policies (CWPPs)

To assure that this coordination is carried out, the 1991 Legislature passed companion legislation (RCW 36.70A.210) requiring counties and cities to coordinate the development of local comprehensive plans through a set of mutually developed CWPPs.

Following review and recommendation by the Cities, the CWPPs were adopted by the Board of Yakima County Commissioners in June 1993 and updated in 2003. This agreement implements the Yakima County-wide Planning Policies (CWPP) as adopted by Yakima County and its cities.

3. Urban Growth Areas

The GMA states that urban growth should first be located in areas already characterized by urban growth that have adequate existing public facility and service capacities to serve such development, second in areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources, and third in the remaining portions of the urban growth areas. [RCW 36.70A.110(3)]

Therefore, the CWPPs include specific policies to encourage growth in UGAs and discourage urban growth outside of these areas. Also, these policies strive for development within UGAs in a logical fashion outward from the edge of developed land in conjunction with the provision of infrastructure and urban services.

4. Provision of Services within UGAs

The GMA recognizes that, in general, the Cities are the units of government most appropriate to provide urban governmental services. RCW 36.70A.110(4). This preference does not preclude provision of services by other providers, but suggests if all factors were equal in an evaluation of potential service, the City is the preferred provider of urban governmental services.

II. AGREEMENT

A. PARTIES TO AGREEMENT

This Agreement is entered into individually between Yakima County (hereinafter referred to as the "County") and each of the following municipalities: the Cities of Grandview, Granger, Mabton, Moxee, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah, the Towns of Harrah and Naches (hereinafter referred to as the "City" or "Cities").

B. AUTHORITY

This Agreement constitutes an exercise of authority granted to the Cities and the County under Chapter 39.34 RCW, the Interlocal Cooperation Act, and Chapter 36.70A, the Growth Management Act. Copies of this Agreement and any sub-agreements shall be filed by Yakima County with the Yakima County Auditor and the Washington State Department of Commerce.

C. OBJECTIVES

The objectives of this Agreement are:

1. To implement the provisions of GMA and the CWPPs, including facilitation of urban growth within UGAs, while maintaining consistency with the County's and City's comprehensive plan.
2. To assure allowable growth and development within UGAs is clearly understood by the Cities, the County, other service providers and citizens in these areas.
3. To assure that the policies and procedures leading to such development are clearly defined.
4. To define responsibility for the provision of urban services and the level of service to be provided.
5. To assure communication among the Cities, the County and citizens as planning, growth, and development decisions are made.

6. To use decision-making processes that are consistent with the County's and City's responsibilities, and which consider the long term objectives, plans and development standards of the Cities.
7. To provide for common and joint processes of the Cities and the County to foster overall operational partnership, efficiency, and unified policy and direction.
8. To assure that public participation processes targeting property owners and residents of affected UGAs areas are undertaken as this Agreement is implemented.
9. To encourage economic development with a balanced application of the goals, policies, and strategies of the various comprehensive plans.
10. To establish the protocols and responsibilities for developing and maintaining the common system for data collection and analysis.

D. COOPERATIVE PLANNING SYSTEM

1. UGA Boundaries

The record of official UGA boundaries designated by the County pursuant to the Growth Management Act shall be maintained as a part of the future land use map in the County's adopted comprehensive plan. Copies of the official UGA boundary shall be provided to the City. Cities shall notify the County of any disparities.

The County adopts UGA boundaries consistent with the provisions of the Growth Management Act, CWPPs, YCC Title 16B.10 and this Agreement.

2. Urban Growth Area Future Land Use Designations

To ensure consistency between future land use designations and zoning for property within unincorporated urban growth areas not covered by adopted subarea plans, the County will adopt common future land use designations for those properties and zone them accordingly. The plan designations and zoning within these areas will be determined in a coordinated effort between the County and each city as part of the scheduled County-wide UGA updates process, set forth in YCC Title 16B.10 and this Agreement. The County will ensure that land use designations and zoning for property within unincorporated urban growth areas covered under an adopted subarea plan are consistent with the applicable subarea plan.

The Cities may provide the County with pre-zoning map(s) during the County-wide UGA update process depicting the City's preferred zoning for the unincorporated portions of their respective UGA. Said pre-zoning shall be consistent with comprehensive plan land use designations. When utilized, the pre-zoning map shall serve as an indication of the City's intentions with respect to land uses in the area upon annexation, and shall be considered by the County when making revisions.

E. PLANNING IMPLEMENTATION

Since UGAs are intended to accommodate urban growth and eventually be part of cities, a mechanism is needed to assure that planning and permitting decisions of the County are generally consistent with the planning objectives and development standards of the Cities.

1. Amending Urban Growth Boundaries

Urban Growth Areas are intended to implement the planning goals of the Growth Management Act (GMA), CWPPs and the planning and land use objectives of adopted comprehensive plans by encouraging development in urban areas where adequate public facilities and services exist or as documented in each jurisdiction's capital facilities plan. To implement the goals of this Agreement, all jurisdictions shall adhere to the following requirements for the review of urban growth areas and amendments to the boundaries:

a. Urban Growth Boundary Amendment Cycle

Yakima County shall conduct a county-wide UGA review according to the schedules established in YCC Title 16B.10.040 (5), or at a minimum the timeframes established under RCW 36.70A.130.. Cities may request amendments to UGA boundaries outside of the county-wide UGA review schedules listed above under the emergency amendment process allowed under RCW 36.70A.130(2)(b).

Emergency amendment requests must be made in writing to the Board of Yakima County Commissioners and if accepted, the proposed amendment will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

b. Population Allocations

The baseline for the twenty-year County-wide population forecasts shall be based on the State of Washington's Office of Financial Management (OFM) 20-year GMA population projections. The population forecasts will be allocated to the Cities and the unincorporated urban areas by Yakima County, as set forth in YCC 16B.10.040 and the GMA.

c. Buildable Lands Model (BLM)

The BLM allows local jurisdictions to compare anticipated growth against actual development over time to determine if there is enough suitable land inside the UGA to accommodate the growth anticipated during the remaining portion of the 20-year planning period and if jurisdictions are achieving their adopted urban densities inside urban growth areas. This process may be used by Yakima County if determined necessary.

d. Land Capacity Analysis (LCA)

The LCA is to establish an objective approach by which to determine the current supply of land and how much population and development each jurisdiction can expect to accommodate under current zoning and development regulations in the existing incorporated and unincorporated UGAs. Yakima County shall conduct the LCA, using the LCA methodology outlined in the Yakima County Comprehensive Plan Land Use Element, YCC 16B.10.095 (2), the CWPPs and this Agreement.

e. Capital Facilities Planning

Cities must submit an adopted Capital Facilities Plan that includes any capital assets that are needed to accommodate future growth within the proposed or existing urban growth area as part of any UGA update process. To determine what is needed, the levels of service (LOS) standards for transportation facilities must be identified. LOS standards on other capital facilities are strongly encouraged. This should be consistent with the 20-year planning horizon and the densities and distribution of growth identified during the UGA update process. This forecast must include those capital facilities required by RCW 36.70A that are planned to be provided within the planning period, including the general locations and anticipated capacity needed. The lack of an adopted Capital Facilities Plan

for any proposed expansion area or areas currently within an urban growth area indicates that the area is not ready for urban growth and that the proposal will be denied or the area will be removed from the UGA.

2. Amending Urban Growth Area Future Land Use Designations and Zoning Districts

a. Future Land Use Designation Amendments

Amendment requests to change future land use designations for properties located within unincorporated urban growth areas will be accepted by the County during the scheduled biennial amendment cycle, set forth in YCC 16B.10. Amendment requests by property owners and/or jurisdictions will be evaluated based on the criteria and requirements under YCC 16B.10 and this Agreement.

Future land use designations and zoning for properties located within unincorporated urban growth areas were developed as part of a coordinated effort between Yakima County and the cities during the county-wide UGA review process. Therefore, if a property owner requests a future land use designation amendment outside of the scheduled five year UGA review process Yakima County will notify the applicable city of the proposed amendment request for their recommendation. The city's recommendation will be forwarded to the Yakima County Planning Commission and to the Board of Yakima County Commissioners for consideration as part of the legislative amendment review process. Amendment requests by property owners and/or jurisdictions outside of a scheduled county-wide UGA review process will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

Amendments to future land use designation for property located within the unincorporated urban growth area, must refer to the applicable County Future Land Use/Zoning Consistency Table to determine whether the desired plan designation is consistent with the plan designation as shown in the County Future Land Use Consistency Table.

b. Zoning District Amendments

Property owners wishing to rezone land within the unincorporated urban growth area to a different zoning district must show that the rezone is consistent with the applicable County Future Land Use/Zoning Consistency Table. Rezones that are contingent upon legislative approval of a comprehensive plan map amendment, as indicated in Table 19.36-1 shall be considered a major rezone and subject to the procedures and requirements set forth in subsection a. above, YCC 16B.10 and YCC 19.36.

F. INFRASTRUCTURE SERVICES AND LEVEL OF SERVICE

General Provisions for Capital Facilities Planning and Mapping - Consistency with GMA

In accordance with RCW 36.70A.070(3) and WAC 365-196-415, the Cities and the County will develop Capital Facilities Plans that cover the entire UGA. Cities shall provide the County with a copy of their most current adopted Capital Facilities Plan at least six months prior to any scheduled UGA update process. Maps of City and County utilities and transportation infrastructure not contingent to a Capital Facilities Plan amendment will be provided to the County's GIS's Department when updated, which will maintain the regional GIS database, so as to be accessible to all parties.

Opportunities for focused and targeted public investment, which directs capital improvement expenditures into specific geographic areas to produce "fully-serviced land" for development, will be encouraged. This strategy is intended to maximize the use of limited public funds by coordinating government expenditures and focusing development first in some areas, then in others. Selection of targeted investment corridors will consider and be consistent with regional priorities. Separate sub-agreements or interlocal agreements may be entered into by the affected parties to provide the details for the concepts of particular focused targeted public investment corridors.

The following provisions apply to the review and permitting process for proposed developments in unincorporated portions of Urban Growth Areas:

1. Streets

a. Responsibility

Yakima County and cities will be responsible for assuring that all streets within the UGA are constructed concurrently with development and that the impacts generated by the development on the transportation facilities within both the

unincorporated and incorporated UGA are properly considered and the appropriate mitigation is required.

b. Design Standards

Yakima County will utilize the provisions of Yakima County Code Title 19 as design standards for urban development of streets, and associated structures, unless otherwise specified in a sub-agreement. It is intended that County design standards will be generally consistent with standards adopted by the City; therefore the County may modify its required design standards when a City identifies the specific standards that may apply and demonstrates that applying the City's development standards are consistent with RCW 36.70A.110(3) and the applicable Capital Facilities Plan.

c. Level of Service (LOS)

Transportation Policy – LOS

The establishment of level of service policies for streets within the urban growth area will be done cooperatively to assure that service level thresholds are agreed upon for all transportation facilities. This effort will be coordinated with the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO) pursuant to RCW 47.80.023.

Performance Evaluation – LOS

The Cities and the County will monitor and review transportation LOS policies and their effect in the urban growth area and make adjustments as mutually agreed upon.

2. Water

a. Responsibility

The Cities are the preferred provider of services within the Urban Growth Areas. Responsibility for the provision of water service by a water purveyor approved by Washington State Department of Health (DOH) will be depicted on a service area map. The service area map will be maintained by the County in the regional GIS database.

Consistent with DOH regulations, the designated water purveyor shall be responsible for planning and development of water

service within the 20-year planning horizon to meet the level of service standards for the land uses and populations indicated in the most recent comprehensive plan.

b. Financial and Service Policies

(1) Water Service – It is the intent of all parties to this Agreement to require adequate water service to potential customers within the UGA consistent with the capital facilities plans.

(2) Costs - The costs of system extension will be as enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the developer.

(3) Rates - Water rates are the responsibility of the purveyor.

c. Standards

Design and construction of water systems shall, at a minimum meet DOH regulations and guidelines and the purveyor's standards. The Cities shall submit to the County any specific standards which are to be applied within their respective UGA.

3. Sewer

a. Responsibility

Sewer service is expected to be provided by cities or sewer service providers approved by the Washington State Department of Ecology (DOE) or the United States Department of Environmental Protection Agency (EPA) within boundaries of the Yakama Nation,.

Responsibility for the provision of sewer service will be depicted on a service area map in the regional GIS database maintained by the County in cooperation with the Cities and sewer service providers. Consistent with DOE, DOH and EPA regulations, the designated sewer purveyor shall be responsible for planning and development of sewer service to meet the level of service standards for the land uses and populations indicated in the most recent comprehensive plan within the 20-year planning horizon.

b. Financial and Service Policies

- (1) Sewer Service – It is the intent of all parties to this Agreement to require adequate sewer service to potential customers within the UGA consistent with the capital facilities plans.
- (2) Costs - The costs of system extension will be as enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the provider.
- (3) Rates - Sewer rates are the responsibility of the provider.

c. Standards

The minimum design standards for design and construction of sewer facilities shall be those contained in the applicable city, DOE, DOH or EPA statutes and regulations or guidance documents.

4. Stormwater

a. Responsibility

The County will have responsibility for assuring that stormwater generated from development outside City limits will be handled in a manner consistent with standards outlined below.

b. Financial and Service Policies

Design and construction of stormwater collection, retention, conveyance, treatment and disposal systems will be the responsibility of the developer.

It is current County policy to require on-site retention, treatment, and disposal of stormwater. Exceptions to this policy will only be allowed if off-site collection, treatment, and disposal services are available from a municipality, or other entity properly authorized to collect and dispose of such flows.

c. Standards

All stormwater shall be retained and disposed on-site according to processes and design(s) approved by the County unless an agreement with a public entity is in place for conveyance, treatment, and disposal of such flows.

G. ANNEXATION

It is the intent of the parties to promote orderly and contiguous development of the City through annexation

1. Development Contiguous to City Boundaries – Annexation to be Promoted

The County agrees that it will not provide utility services to properties within a city's UGA without the specific approval of the respective City, unless the property is in an existing utility service area of the County. It is the City's responsibility to provide utility service to properties within their respective UGA's within the 20-year planning horizon.

2. Development Review Within Pending Annexation Areas

a. Early Transfer of Authority

It is the intent of the parties to facilitate timely processing of development applications for properties which are included within areas subject to active annexation proceedings. When a Notice of Intent to Commence Annexation has been approved by the City and submitted to the Boundary Review Board, the city may in writing, request from the County transfer of authority to accept and review project permits prior to the effective date of annexation.

b. County Review of Submitted Project Permits

Complete project permit applications submitted to the County prior to the effective date of annexation will be processed and reviewed by the County to the review stage covered by the project permit application fee.

"Review stage" is defined for subdivisions and short subdivisions to include preliminary plat approval, plat construction plan approval, inspection, or final plat processing. "Review stage" for all other land use permit applications includes preliminary approval, construction plan approval, construction inspections and final sign-off, but does not include related building permit applications unless a complete building permit application is submitted to the County prior to the effective date of the annexation.

(1) Vesting

Any complete project permit application submitted to the County that has vested under statutory or common law shall be subject to the Yakima County laws and regulations in effect at the time the County deemed the project permit application complete.

(2) Land Use Dedications, Deeds, or Conveyances

Final plats or other dedications of public property will be transmitted to the City for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds, or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance by the City even if the County is continuing to process the permit application.

(3) Appeals of Land use Permits

The County agrees to be responsible for defending, all permits decisions issued by the county for complete project permit applications submitted prior to annexation.

(4) Permit Renewal or Extension

After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the County in the annexation area is to be made to and administered by the City.

(5) Land use Code Enforcement Cases

Any pending land use code enforcement cases in the annexation area will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City at the City's discretion.

(6) Enforcement of County Conditions

Following the effective date of the annexation, the City agrees to enforce any conditions imposed by the county

relating to the issuance of a building or land use permit in an area that has been annexed; to the same extent it enforces its own conditions.

(7) Financial Considerations/Revenue Adjustments and Transfers

If the County intends to upgrade or replace infrastructure in a UGA, and such an investment would result in significant expense or indebtedness, then the County may seek a specific agreement with the other City to address the financial impacts of future annexation. Negotiations will provide for coordinated infrastructure development, appropriate allocation of costs and/or revenue sharing arrangements, and optimal leveraging of local funds to obtain available grants and loans.

(8) Administration of Bonds

Any performance, maintenance or other bond issued by the County to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be administered by the County to completion. Any additional bonding required after annexation occurs will be determined, accepted and administered by the City along with responsibility for enforcement of conditions tied to said bonds. It shall be the City's responsibility to notify the County of the acceptance of said bonds in order for the County to release interest in any bonds the County may still hold.

(9) Records Transfer

The City may copy and/or transfer necessary County records, as appropriate, prior to and following annexation. The City may arrange for off-site duplication of records under appropriate safeguards for the protection of records as approved by the County.

H. SUB-AGREEMENTS

Sub-agreements that provide additional detail for implementing various aspects of this Agreement are anticipated, provided that the sub-agreements

do not conflict with the provisions of this Agreement. Copies of sub-agreements shall be distributed to all parties to this Agreement.

I. GENERAL PROVISIONS

1. Relationship to Existing Laws and Statutes

Except as specifically provided herein, the Cities and the County do not abrogate the decision-making authority vested in them by law. This Agreement in no way modifies or supersedes existing state laws and statutes.

2. Oversight

The County-wide Planning Policy Committee, or its successor, shall be designated as responsible for overseeing implementation of this Agreement.

3. ILA Noncompliance

The Cities and the County believe this ILA is in the best interests of the public and therefore will fully adhere to this ILA. In the event any party identifies an issue they believe is not consistent with this ILA the following process may be undertaken:

- a. The party shall give written notification within 30 days to the other parties of concern. In addition, the party shall give notice to all non-affected parties of this agreement. The affected parties shall document the nature of the dispute and their respective options for resolution, if the parties are not able to resolve the matter within 10 business days they shall seek mediation through the Dispute Resolution Center.
- b. If the disputing parties are still at an impasse, following mediation they shall seek resolution through the Yakima County Superior Court.
- c. If final resolution results in the need for amendments to the ILA, said amendments shall be processed in accordance with subsection (4) of this Agreement.

The dispute resolution process identified above does not preclude any party with standing from filing an appeal with the Washington State Growth Management Hearing Board or LUPA court if applicable.

4. Amendments to the ILA

The Cities and the County recognize that amendments to this Agreement may be necessary to clarify the requirements of particular sections or to update the Agreement. Amendments not involving all parties shall be handled as sub-agreements as provided for in Section H, above.

5. Amendments to the CWPP

The CWPPs have set a framework for comprehensive planning under GMA, but lack a process for amending the CWPPs and integrating the amendments into the comprehensive planning and implementation process. Since joint and cooperative planning will be accomplished through the provisions of the CWPPs it is important to provide for policy adjustments from time to time. The parties agree to the following process:

- a. Policy amendments shall be consistent with the framework and purpose of the CWPPs.
- b. Amendments require approval by 60% of the jurisdictions representing at least 51% of the County population prior to adoption by the Board of County Commissioners.
- c. The County-wide Planning Policy Committee will consider amendments to the CWPPs annually. The Committee should schedule review of these amendments six months in advance of the process for consideration of annual comprehensive plan changes.
- d. Proposed amendments will be provided to all Committee members at least four weeks prior to consideration by the Committee.
- e. Committee members are not expected to be able to commit their respective jurisdictions, but they are expected to fully represent the balance of concerns and views which may affect their jurisdiction's ability to approve the proposed amendments.
- f. Within 30 days of a decision by the Policy Committee, jurisdictions will be asked to indicate approval by signing the revised document.

6. The County-wide Planning Policy Committee

The CWPPC shall hold a meeting each year to report on the progress of implementing the CWPPs and this Agreement. This meeting will provide an opportunity for jurisdictions to discuss planning and development related issues and suggest changes to this Agreement as necessary. Each City and the County will be responsible for maintaining its designated member.

7. Effective Date and Term of the ILA Agreement

This Agreement shall be effective upon passage by the County and all of the Cities. The term of this Agreement shall be for five years from the effective date hereof and shall automatically be renewed for subsequent five year terms. No later than 180 days before the automatic renewal date, any party may notify the other parties in writing of a desire to revise the Agreement.

8. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is adjudicated to be invalid, such action shall not affect the validity of the remaining portions of the Agreement.

III. SIGNATURES

IN WITNESS WHEREOF, this agreement has been executed by each party to this Agreement as evidenced by signature pages affixed to this agreement.

MASTER INTERLOCAL AGREEMENT
FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY

SIGNATURE PAGE

The legislative body of the undersigned jurisdiction has authorized execution of the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

IN WITNESS WHEREOF

This agreement has been executed by Town of Naches
(Name of City/Town/County)

By: Paul D. Will
Title: Mayor

Date: October 12, 2015

Attest:

By: Cheryl Bismant
City Clerk/Town Clerk/Clerk of the Board

Approved as to Form:

By: [Signature]
City Attorney/Corporate Counsel

SEAL: