

RESOLUTION NO. 1006

A RESOLUTION OF THE CITY OF MOUNT VERNON EXPRESSING CONCERN AND OPPOSITION TO THE POTENTIAL AUTHORIZATION OR SUPPORT OF FULLY CONTAINED COMMUNITIES BY OR WITHIN SKAGIT COUNTY

WHEREAS, fully contained communities are a private housing development similar in size and density as a city. However, fully contained communities do not have a local or municipal government to provide police, fire, road repair, storm water drainage, parks, or any other urban services ordinarily provided and maintained by cities; and

WHEREAS, the Growth Management Act (GMA) Chapter 36.70A RCW, is a series of state laws initially adopted in 1990 with legislative findings stating (in part) “uncoordinated and unplanned growth, together with a lack of common goals expressing the public’s interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning”; and

WHEREAS, the below-listed GMA planning goals could be subverted if fully contained communities were authorized in Skagit County. As such, these goals are part of the foundation of the City’s opposition to fully contained communities:

“Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

Housing. Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.

Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards”; and

WHEREAS, to ensure growth is coordinated and planned the GMA requires the adoption of countywide planning policies (CPPs) used to establish a framework within which comprehensive plans must be coordinated and consistent with those of other counties or cities having common borders or related regional issues; and

WHEREAS, the GMA requires the CPPs be consistent with the Comprehensive Plans of the county and cities they are adopted for. Among other items, the CPPs are required to address policies for the promotion of contiguous and orderly development, the provision of urban services to such development, and joint county and city planning within urban growth areas; and

WHEREAS, as required by the GMA, Skagit County has CPPs adopted in cooperation with the cities located in Skagit County. The CPPs are policy statements establishing a countywide framework under which county and city comprehensive plans are developed and adopted pursuant to the GMA. This framework ensures county and city comprehensive plans remain coordinated and consistent with each other; and

WHEREAS, on November 26, 2002, Skagit County and many of the cities and towns of Skagit County – including Mount Vernon - entered into a Framework Agreement (attached to this Resolution for reference) establishing the parameters for decision making related to the CPPs; and

WHEREAS, the Framework Agreement states “it is the intent of Skagit County and the cities to cooperate in efforts to provide visionary leadership on regional plans, policies and issues. It is the purpose of this Agreement to enhance the ability of the parties to improve the present health, safety, convenience and welfare of their citizens and to plan for the future development of the Cities and the County to the end that the governments achieve a county-wide pattern of community-building, land use, and conservation that reflects the environmental, economic, aesthetic, and social values of city and county residents”; and

WHEREAS, the Framework Agreement requires policy decisions (including the content of the CPP's) to be developed through the Steering Committee and that such decisions should be arrived at by consensus and if unanimous consent cannot be achieved decision made by a majority vote. When the issue involved a CPP, then a dispute resolution process set forth in the agreement is used, and if the dispute resolution process fails, a binding population-weighted vote is taken; and

WHEREAS, County CPPs do not allow new FCCs, CPP 1.1 states, “Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas (“UGAs”) and within any non-municipal urban growth areas already characterized by urban growth....”; and

WHEREAS, Skagit County Code (SCC) states, “A petition to modify a UGA boundary, or the Comprehensive Plan map within a UGA, may be filed only by the affected jurisdiction (city/town for municipal UGA, tribe for tribal UGA, Skagit County for the Bayview Ridge UGA)” [SCC 14.08.030(1)(b)]. Chapter 14.08 of the SCC contains detailed requirements and analysis when changes of urban density areas set forth in UGA’s are proposed; and

WHEREAS, fully contained communities require amendment to the County’s comprehensive plan. Fully contained community must be designated as new urban growth areas; and

WHEREAS, the GMA Steering Committee adopted the recommendations of their GMA Technical Advisory Committee summarized in the Skagit County Growth Projections, Summary of Methods and Results report dated July 2014 from BERK Consulting. Page 4 of this report (adopted by the City of Mount Vernon) states, in part:

“With the recommended population allocations, the Planners deliberately did not include urban growth allocations for future fully contained communities or non-municipal UGAs such as Bayview Ridge (other than a minor population allocation to Bayview Ridge reflecting existing buildable residential lots). Based on review of historical data and local knowledge, the Planners anticipate that new non-municipal UGAs or fully contained communities should not be necessary to accommodate future population growth within the 20-year planning period.

The Planners also expressed a desire to have policies put in place that recognize the unique quality of life and rural character of Skagit County and that planning efforts for further growth should reflect the desire to protect and preserve that character while promoting a robust economy that compliments the policy to preserve and protect Skagit County’s rich agricultural and resource heritage”; and

WHEREAS, the City relies upon, and made significant investments, on its Comprehensive Plan based on the foundational information contained in the Skagit County Growth Projections, Summary of Methods and Results report dated July 2014, by BERK Consulting; and

WHEREAS, the 2016 Comprehensive Plan updates by Skagit County (incorporated by cities and towns) demonstrate each respective jurisdiction has adequate land in their urban growth areas to individually and collectively meet the 20-year growth allocations; and

WHEREAS, the Puget Sound Regional Council (a regional planning agency including all mayors, county executives, commissioners, and councilmembers of member jurisdictions developing policies and coordinating decisions about regional growth, transportation and economic planning within King, Pierce, Snohomish and Kitsap counties) endorsed Vision 2050, the region's plan for growth whose objectives include to: "avoid new fully contained communities outside of the designated urban growth area because of their potential to create sprawl and undermine state and regional growth management goals"; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON AS FOLLOWS:

SECTION ONE. The City Council does hereby adopt the above listed recitals as set forth fully herein.

SECTION TWO. FINDINGS OF CITY COUNCIL. The Mount Vernon City Council hereby finds that:

1. Urban growth located near or adjacent to urban areas like the City of Mount Vernon promotes concurrency by locating urban growth where adequate public facilities and services exist or can be provided in the most efficient way.
2. Skagit County needs to follow the applicable processes set forth in the Framework Agreement and development regulations.
3. Mount Vernon, (as well as other cities and towns within Skagit County) continues to rely on its Comprehensive Plan and supporting analysis and data to make land use, transportation, capital facility, and other related decisions. As such, the City could be harmed should the County unilaterally authorize fully contained communities resulting in the region-wide redirection of urban densities population allocations.

SECTION THREE. GMA STEERING COMMITTEE ACTION NEEDED.

The City of Mount Vernon requests Skagit County submit all relevant amendments and/or additions to the CPPs to the GMA Steering Committee and that the GMA Technical Advisory Committee provide their technical assistance and guidance on these amendments as is usually sought. The City asks this process be completed before Skagit County commences with processing amendments to the County's Comprehensive Plan or development regulations.

SECTION FOUR. EFFECTIVE DATE. This Resolution shall take effect and be in force immediately upon its passage.

SECTION FIVE. SEVERABILITY. If any one or more sections, subsections, or sentence of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

PASSED by the City Council of the City of Mount Vernon this 12th day of January, 2022; and signed in authentication of its passage this 13th day of January, 2022.



Jill Boudreau, Mayor

Attest:



Becky Jensen, City Clerk

Approved as to form:



Kevin Rogerson, City Attorney

FRAMEWORK AGREEMENT
(attached for reference)



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**AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273**

DOCUMENT TITLE: 2002 Framework Agreement Among Skagit County, the City of Burlington, the City of Mount Vernon, the City of Anacortes, The City of Sedro Woolley, and the Town of LaConner

DATE SIGNED: November 26, 2002

GRANTOR: SKAGIT COUNTY

GRANTEE: Cities of Burlington, Mount Vernon, Anacortes, Sedro Wooley and the Town of LaConner

COUNTY CONTRACT NO.:

'2002 FRAMEWORK AGREEMENT'

ORIGINAL

**AMONG
SKAGIT COUNTY,
THE CITY OF BURLINGTON, THE CITY OF MOUNT VERNON, THE
CITY OF ANACORTES, THE CITY OF SEDRO WOOLLEY, AND THE
TOWN OF LACONNER**

**REGARDING COORDINATED PLANNING, URBAN SERVICES, AND
COUNTYWIDE PLANNING POLICIES**

WHEREAS, pursuant to Chapter 36.70A RCW, Skagit County (the "County") and each city and town situated therein (the "City" or "Cities") must adopt a comprehensive plan and development regulations to implement their respective comprehensive plans; and

WHEREAS, pursuant to RCW 36.70A.210, the County legislative authority must adopt county-wide planning policies ("CPPs") in cooperation with the Cities; and

WHEREAS, CPPs are defined by the Growth Management Act as the written policy statements that establish a framework for developing and adopting county and city comprehensive plans, and thereby provide a locally adopted format for meeting the state planning goals; and

WHEREAS, in accordance with RCW 36.70A.210, the comprehensive plans adopted by the Cities and by Skagit County must be consistent with the CPPs; and

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WHEREAS, a Framework Agreement is necessary to set out the agreed upon procedures by which the CPPs will be developed and adopted; and

WHEREAS, pursuant to RCW 36.70A.210, just such a Framework Agreement was adopted by the cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the town of La Conner, and Skagit County on January 13, 1992; and

WHEREAS, these jurisdictions used the Framework Agreement to reach agreement in 1992 on a set of CPPs, and subsequently amended those CPPs in 1996; and

WHEREAS, these jurisdictions have all adopted comprehensive plans and development regulations pursuant to GMA requirements and those CPPs; and

WHEREAS, pursuant to RCW 36.70A.130 (as amended by SSB 5481), the comprehensive plans and development regulations of the County and of the Cities must be reviewed to ensure compliance with the Growth Management Act no later than December 1, 2005, and every five years thereafter (exclusive of policies and development regulations to site secure community transition facilities, which policies and development regulations must be completed by September 1, 2002 in accordance with RCW 36.70A.200 and ESSB 6594); and

WHEREAS, the parties find it in the best interest of the citizens served by each government to make the most effective and efficient use of planning resources; and

WHEREAS, the parties find that the most efficient and effective use of resources to provide planning services and grants administration may be better achieved by a new organizational structure than that established by the 1992 Framework Agreement; and

WHEREAS, the parties, after thorough examination of the structure of the existing County-Wide Planning Policies Committee, conclude it to be in the best interest of the citizens to rescind the existing 1992 interlocal agreement, and dissolve the County-Wide Planning Policies Committee created by the 1992 Agreement, and adopt the provisions set forth below in this 2002 Framework Agreement.

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES; THE CITY COUNCIL OF THE CITY OF BURLINGTON; THE CITY COUNCIL OF THE CITY OF MOUNT VERNON; THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY; THE TOWN COUNCIL OF THE TOWN OF LACONNER; AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SKAGIT, THAT THE 1992 FRAMEWORK AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO, IS HEREBY REPEALED AND ANNULLED.

BE IT FURTHER RESOLVED, THAT THE FOLLOWING AGREEMENT, TO BE KNOWN AS THE "2002 FRAMEWORK AGREEMENT", IS HEREBY ADOPTED.

SECTION I: PURPOSE

It is the intent of Skagit County and the Cities to cooperate in efforts to provide visionary leadership on regional plans, policies and issues. It is the purpose of this Agreement to enhance the ability of the parties to improve the present health, safety, convenience and welfare of their citizens and to plan for the future development of the Cities and the County to the end that the governments achieve a county-wide pattern of community-building, land use, and conservation that reflects the environmental, economic, aesthetic, and social values of city and county residents.

This Agreement will improve the collective ability of the parties to address pertinent issues in an integrated, coordinated and on-going manner, and to respond flexibly and intelligently to events that affect the welfare of city and county citizens. The Agreement also will encourage the effective design and implementation of appropriate tools--both regulatory and non-regulatory--that can provide the means to manage and direct growth in a manner that will achieve compliance with the Washington Growth Management Act.

To assist in accomplishing the above and other tasks related to developing complimentary comprehensive plans, it is the intent of Skagit County and the Cities to cooperatively support a planning organization as further described in Section 3 below, to recommend CPPs and thereby ensure the adoption of consistent comprehensive planning policies. The primary functions of such planning organization shall be to:

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- Develop, as appropriate, policies for transportation, growth management, environmental quality, and other topics determined by the GMA Committee's Steering Committee;
- Provide agreed and accepted data and analysis to support local and regional decision making;
- Build community consensus on regional issues through information, and citizen involvement at the local level;
- Build intergovernmental consensus on regional plans, policies and issues, and advocate local implementation;
- Establish a mechanism to systematically and logically update the CPPs as necessary; and
- Develop procedures for siting regional essential public facilities that includes regional input.

SECTION 2: DISSOLUTION OF COUNTYWIDE PLANNING POLICIES COMMITTEE

The GMA Committee shall be the successor to the Countywide Planning Policies Committee of Skagit County, which Countywide Planning Policies Committee shall be dissolved upon the implementation of the GMA Committee by virtue of the execution of this Agreement and the filing of a copy of this Agreement with the Skagit County Auditor. Each City shall also file a copy of this Agreement with its respective city clerk.


SECTION 3: ORGANIZATION

The GMA Committee shall consist of a Steering Committee supported by a Technical Advisory Committee.

A. Steering Committee. The Steering Committee shall consist of the Mayors of each City, or a City council member designated by the Mayor, and the three Skagit County Commissioners. The Steering Committee shall develop recommendations for CPPs, including UGAs and residential, commercial and industrial allocations, as set forth herein.

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B. Voting. Policy decisions, including the content of CPPs, should be arrived at by consensus. In the event unanimous consent cannot be achieved, decisions shall be made by a simple majority of the number of votes present, as described in Section 9, unless the issue involves a recommendation on a CPP or CPP amendment after dispute resolution, in which case, supermajorities of the number of population-weighted votes and of the jurisdictions present and voting at the meeting as described in Section 9 (G) shall prevail. Policy decisions concerning the alteration of any UGA boundary, or proposed change to any municipal UGA population or commercial/industrial allocation, shall not take effect until also ratified by both the City whose UGA is affected by the proposed change, and the County. The City whose UGA is affected by the proposed change, or the County, has the discretion to decline to ratify the proposed change, in which event the proposed change shall not take effect. There shall be no appeal from such decision to decline to ratify, other than an appeal if provided by RCW 36.70A.

C. Steering Committee Meetings; Quorum; Rules. The GMA Steering Committee shall conduct regular meetings, as it deems necessary for the transaction of its business. At a minimum, the GMA Steering Committee shall hold one regular meeting per year and shall always provide a minimum of two weeks written notice to all members of any meeting of the Steering Committee. The GMA Steering Committee may adopt By-Laws for the transaction of business, but in any event shall keep minutes of all proceedings, including transactions, findings, determinations, and the number of votes for and against each question, and if any member is absent or disqualified from voting indicating the fact, all of which shall be filed in the office of the County Commissioners, and shall be public records. A majority of the members including the chairman or acting chairman shall constitute a quorum for the transaction of any business. All Steering Committee meetings shall be open to the public as provided in Section 7, below.

D. Steering Committee Officers. The Steering Committee shall elect, from among its members, a Chairman and Vice Chairman, and any other officers that it deems necessary. The Chairman and Vice Chairman shall be one from the County and one from the Cities. In the absence of the Chairman, the Vice Chairman shall act and shall have all the powers and duties of the Chairman. The terms of the officers shall be for one (1) year.

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E. Technical Advisory Committee. The Technical Advisory Committee (TAC) is a staff committee consisting of the Planning Directors of the Cities and the County Planning Director and two (2) County Assistant Planning Directors. The Steering Committee shall direct the work of the Technical Advisory Committee.

F. SEPA. The City whose UGA is affected and the County shall share SEPA lead agency responsibility pursuant to WAC 197-11-944 as to UGA Boundary changes and population and commercial/industrial adjustments as described in Sub-Section B of the this Section. Otherwise each jurisdiction will be responsible for its own SEPA review as necessary.

G. Additional Members. Any City of Skagit County that is not a party to this Agreement shall also be admitted as a party to this Agreement when they complete the following steps: 1) Giving written notice of the intent to participate to all other parties to this Agreement, 2) Executing and adopting this Agreement, and 3) Agreeing to and complying with the rules of participation as set by the Steering Committee. Further, membership for purposes of voting shall be in the same proportion as any other "member" party to this Agreement, all as set forth in Section 9 below. In addition, compliance with this Section 3, Paragraph G, must be completed a minimum of two weeks prior to such additional member having a valid vote under this Agreement.

SECTION 4: TERM

The term of this Agreement is from November 1, 2002 through October 31, 2003, and shall automatically renew each year unless terminated as provided in Section 11 herein.

SECTION 5: POWERS AND DUTIES

The GMA Steering Committee shall have the following specific powers:

- (1) To adopt rules of procedure and bylaws, to regulate its affairs and conduct business, including the ability to establish minimum requirements for attendance at meetings by member representatives;
- (2) To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the GMA Committee;

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- (3) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities;
- (4) To advise the legislative bodies of the parties hereto, and to recommend to such legislative bodies proposed planning policies, including UGA boundary or allocation adjustments as developed by the Steering Committee;
- (5) To approve an annual work plan for the GMA Committee; and
- (6) To direct and supervise the activity of the Technical Advisory Committee.

SECTION 6: ROLE WITH LEGISLATIVE BODIES

Referral of Draft Documents. It is incumbent on the GMA Committee to refer issue statements, potential policy determinations, and draft policies to the legislative bodies of the member jurisdictions at the earliest possible time, to provide a meaningful opportunity for public comment, and to solicit input from the member jurisdictions' legislative bodies. Statements on policy formation should be provided by the Steering Committee on a monthly basis when discussions are taking place. The GMA Committee shall not substitute for or replace the duties and responsibilities of the legislative bodies of the member jurisdictions.

SECTION 7: PUBLIC RECORDS AND MEETINGS

A. Public Records. As a joint project between the parties, all documents prepared for use by the GMA Committee shall be subject to Washington's Public Records Act. Requests to review records under that Act shall be addressed by the party receiving the request.

B. Public Meetings. All meetings of the Steering Committee shall be subject to the provisions of Chapter 42.30 RCW, provided that the provisions of RCW §§ 42.30.120 and 42.30.130 shall not apply to meetings of the GMA Committee and the Steering Committee unless otherwise made applicable by Chapter 42.30 RCW.

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SECTION 8: PUBLIC PARTICIPATION

GMA obligates each member jurisdiction to include meaningful public participation prior to adoption of any plan or development regulation that may be the subject of a GMA Committee recommendation. Rather than replace these individual jurisdiction public participation processes and the resulting public input, it shall be the role of the Steering Committee to strive to balance any competing interests that may come out of the different public participation processes in making policy recommendations to its member jurisdictions.

SECTION 9: DISPUTE RESOLUTION

A. This Section 9 only applies to the process for development of CPP recommendations, unless otherwise agreed upon in writing by the voting parties.

B. Good Faith Efforts. The parties shall seek in good faith to resolve any dispute arising out of or relating to this Agreement, and any policy, recommendation, statement of position, or other matter determined by the Steering Committee. In the event such dispute or conflict arises, the parties agree that, notwithstanding such dispute or conflict, the parties will make a good faith effort to cooperate in continuing to work toward the successful completion of the work program.

C. Notice of Dispute. If in disagreement with any CPP policy recommendation of the Steering Committee, the disputing party or parties shall provide the Chairman of the Steering Committee with a signed written notice of such disagreement, identifying generally the nature and circumstances that caused the disagreement.

D. Invocation of Alternative Dispute Resolution ("ADR"). If the disagreement is not resolved to the disputing party's satisfaction within 60 calendar days of submitting the written statement, the disputing party may invoke non-binding ADR procedures as set forth below.

E. Cost of ADR. The parties agree that the cost of any ADR procedures shall be borne one-half by the disputing party or parties, and the other half by the GMA Committee, with each party bearing its own preparation costs. The GMA Committee cost shall be allocated to those

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parties which are not disputing the issue(s) based on the population weighted formula set-forth in Section 9, paragraph G.

F. ADR Procedures.

(1) **Selection of Mediator.** The parties shall agree on a mediator. If the parties cannot agree on a mediator, the parties shall request, in writing, an appointment of a mediator by the presiding judge of Skagit County Superior Court.

(2) **Rules. Mediation.** The method and rules for any ADR procedure shall be as agreed by the parties or, if the parties cannot agree, mediation shall be administered in a manner determined by the mediator.

(3) **Location.** All mediation proceedings shall be conducted within Skagit County unless otherwise mutually agreed upon, in writing, by the parties.

G. Failure of Mediation. In the event that mediation does not result in an acceptable settlement within 90 days from the selection of a mediator, the Steering Committee is authorized to take a final binding vote as follows:

(1) Each jurisdiction represented on the Steering Committee is authorized the number of votes equal to its most recent official population estimate provided by the State Office of Fiscal Management, provided that the County shall be authorized the number of votes corresponding to the total population of the County less the population of the incorporated Cities within the County;

(2) In the case of the County, for purposes of the population-weighted vote, each voting member is allocated an equal portion of the number of votes equal to the most recent official population estimate for unincorporated Skagit County provided by the State Office of Fiscal Management. To illustrate, if all three County Steering Committee representatives participate in any vote, then the three representatives shall each represent one third of the County's population. If two County Steering Committee representatives participate in any vote, then each shall represent one-half of the County's population. For purposes of determining

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the County's vote (s) by jurisdiction, each County Steering Committee representative casting a vote shall be considered a single "jurisdiction"; and

(3) A supermajority of 75% of the number of votes present at the meeting shall be required to pass the recommendation.

(4) Additionally, no such recommendation shall pass unless it receives the affirmative vote of at least sixty percent (60%) of the jurisdictions present and voting on the question.

(5) If either the 75% super majority or the concurrence of 60% of the voting jurisdictions cannot be achieved, no Steering Committee recommendation shall be forwarded to the Board of County Commissioners and no County Commissioner action shall be taken on that particular CPP issue.

H. The time periods specified in this Section 9 may be shortened, if necessary, to meet any compliance deadline imposed by a decision of the Growth Management Hearings Board, the courts or the State Legislature.

SECTION 10: CPP ADOPTION

Adoption of any new CPP or Amendment to an existing CPP shall follow the procedures set-forth herein, in particular those procedures set-forth in Sections 3 and 9, culminating in adoption by the Board of County Commissioners. The Board of County Commissions has the discretion to decline to adopt any specific set of CPP Amendments proposed by the GMA Steering Committee, but may not change the proposed CPP or CPP Amendments in any manner whatsoever. Nothing in this Agreement shall serve as a waiver of any party's right to an appeal as provided by RCW 36.70A and/or WAC 197-11.


SECTION 11: WITHDRAWAL; TERMINATION

A. Withdrawal. Any party to this Agreement may withdraw from this Agreement, by providing 60 day's written notice to the remaining parties. Any withdrawing party shall remain liable for costs incurred by the Committee until the effective date of withdrawal.

B. Termination. The parties hereto may terminate this Agreement at any time by unanimous vote of the parties.

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SECTION 12: GENERAL PROVISIONS

A. Property: No real property shall be acquired pursuant to this Agreement.

B. Incorporation of Recitals. The recitals of this Agreement are incorporated into this Agreement, and each party hereto acknowledges and confirms the truth and accuracy of the recitals.

C. Interpretation. This Agreement shall be construed under and in accordance with the laws of the State of Washington, and all obligations of the parties created by this Agreement are performable in Skagit County, Washington.

D. Authority. This Agreement is entered into by the duly authorized officials of each respective governmental entity. Each person signing this Agreement on behalf of a party hereby confirms for the benefit of each of the other parties to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

E. Renegotiation. In case any one or more of the provisions hereof should be held to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreement to fulfill the purpose and intent of the present Agreement.

F. Invalid Clause. If any material provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, this entire Agreement shall be held invalid, subject to Section 13 herein. If such occurs, then the parties agree to renegotiate this Agreement in good faith. If the illegal, invalid or unenforceable provision is not material, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the

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Agreement shall be binding on any party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

H. Notices. Any notice permitted or required under the terms hereof shall be in writing and shall be deemed delivered three days following the deposit of the same, properly addressed and with postage prepaid, into the care and custody of the United States Postal Service, by registered or certified mail, return receipt requested, to the respective Participant to whom notice is to be given, at the party's customary business address with a copy to the County Prosecutor.

I. Recordation. A copy of this Agreement shall be filed with the County Auditor and with the city clerk of each jurisdiction adopting this Agreement, with each party to bear its own costs of such filing, provided that such filing shall not be a condition precedent to the enforcement of this Agreement.

SECTION 13: REVOCATION OF AGREEMENT

The Framework Agreement, dated January 13, 1992, is revoked. This Section shall survive, notwithstanding Section 12, paragraph F, above, such that in the event this Agreement is ever held to be invalid, such a ruling shall not have the effect of reinstating the January 13, 1992, Framework Agreement.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

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DATED: Nov. 26, 2002

SKAGIT COUNTY:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Don Munks

By: Don Munks, Chairman

Kenneth A. Dahlstedt

By: Kenneth A. Dahlstedt, Commissioner

Ted W Anderson

By: Ted W. Anderson, Commissioner

ATTEST:

Joanne Giesbrecht
Joanne Giesbrecht, Clerk
Skagit County Board of Commissioners

Approved as to form:

John R. Moffat
JOHN R. MOFFAT
Chief Civil Deputy

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CITY OF SEDRO WOOLLEY:

DATED: 10-25-02

Sharon Dillon
By: SHARON DILLON, Mayor

ATTEST:

Patsy K. Nelson
By: PATSY NELSON, Clerk

Approved as to form:

Patrick Hayden
PATRICK HAYDEN
Sedro Woolley City Attorney

CITY OF MOUNT VERNON:

DATED: 11-14-02

Skye Richendrfer
By: SKYE RICHENDRFER, Mayor

ATTEST:

Mark Knowles
By: MARK KNOWLES
Finance Director

Approved as to form:

Scott Thomas
SCOTT THOMAS
Mount Vernon City Attorney



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Skagit County Auditor

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CITY OF ANACORTES:

DATED: 11/14/02

H. Dean Maxwell
By: H. DEAN MAXWELL, Mayor

ATTEST:

George K. Hansen
By: City, Clerk

Approved as to form:

Ian L. Munce
IAN MUNCE
Anacortes City Attorney

CITY OF BURLINGTON:

DATED: 10/16/02

Roger Tjeerdsma
By: ROGER "Gus" TJEERDSMA,

Mayor

Attest:

Richard A. Patrick
By: RICHARD A. PATRICK
Finance Director

Approved as to form:

Marilyn Nitteberg
MARILYN NITTEBERG
Burlington City Attorney

(Anacortes & Burlington's signature page)

SKAGIT COUNTY
Contract # C20020423

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Skagit County Auditor

TOWN OF LACONNER:


DATED: 11-09-02


BY: ERON BERG, Mayor

ATTEST:


By: _____, Clerk

Approved as to form:


BRADFORD FURLONG
LaConner Town Attorney

(LaConner's signature page)

SKAGIT COUNTY
Contract # C20020423



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Skagit County Auditor