

## INTERLOCAL AGREEMENT REGARDING JOINT PLANNING BETWEEN THE CITY OF SPOKANE VALLEY AND THE CITY OF LIBERTY LAKE

This Agreement (“Agreement”) is entered into by the City of Spokane Valley, hereinafter referred to as “Spokane Valley,” and the City of Liberty Lake, hereinafter referred to as “Liberty Lake,” jointly referred to as the “Parties.”

**WHEREAS**, a goal of the Washington State Growth Management Act (GMA) is to ensure coordination between communities and jurisdictions to reconcile conflicts; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.030(2), any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of Chapter 39.34 RCW; and

**WHEREAS**, the best interests of the citizens of Spokane Valley and Liberty Lake are served through an Interlocal Agreement that specifies the reciprocal imposition of mitigation requirements and improvements for developments that impact the transportation system(s) of either or both jurisdictions; and

**WHEREAS**, this Agreement relates to and addresses the policies and procedures for reciprocal review and mitigation of extra-jurisdictional transportation system impacts in (a) Liberty Lake by development in Spokane Valley, and (b) Spokane Valley by development in Liberty Lake; and

**WHEREAS**, within their own jurisdictions, Spokane Valley and Liberty Lake each have responsibility and authority derived from the Washington State Constitution, State laws, and local ordinances to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions; and

**WHEREAS**, Spokane Valley and Liberty Lake recognize that planning and land use decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with impacts and opportunities that transcend local jurisdictional boundaries; and

**WHEREAS**, developments in Spokane Valley or Liberty Lake may negatively impact the other municipality’s ability to plan and provide adequate transportation facilities in compliance with Chapter 36.70A RCW.

**NOW, THEREFORE**, in order to coordinate the review and approval of land use actions and to ensure that transportation capacity for development meets concurrency requirements, the Parties agree to cooperative joint planning pursuant to the following terms and conditions:

- 1. Legal basis:** This Agreement is entered into pursuant to Chapter 36.70A RCW (the Growth Management Act), Chapter 43.21C RCW (SEPA), Chapter 36.70B RCW (Local

Project Review), Chapter 39.34 RCW (the Interlocal Cooperation Act), Chapter 82.02 RCW (Excise Taxes), Chapter 21.20 SVMC (State Environmental Policy Act), Chapter 22.20 SVMC (Concurrency), and Article 10-6A LLDC (Environmental Ordinance).

2. **Intent:** It is the intent of the Parties:

- a. To ensure that transportation improvements necessary to mitigate transportation impacts in Spokane Valley and Liberty Lake resulting from developments in the other municipality are identified and constructed concurrent with development, and/or that adequate funding is secured to finance construction of such transportation improvements concurrent with development, as required by RCW 36.70A.070(6)(b).
- b. To ensure that development standards relating to streets, sidewalks, curbing, drainage, and utilities are compatible and evolve towards consistency by establishing and implementing consistent development regulations and procedures governing developments that will have cross-jurisdictional impacts.

3. **Definitions:**

- a. “Affected Jurisdiction” means the party to this Agreement whose transportation system will be significantly impacted by a Subject Development proposed within the other party’s jurisdictional boundaries.
- b. “Approving Jurisdiction” means the party to this Agreement in whose jurisdiction a Subject Development is proposed, which Subject Development will significantly impact the transportation system in the other party’s jurisdiction.

4. **Applicability:** The Agreement shall apply to all development proposals within Spokane Valley and Liberty Lake that are (a) not categorically exempt from the State Environmental Policy Act (SEPA), RCW 43.21C. *et seq.* and WAC 197-11 *et seq.*; and (b) within 1.5 miles of any point along the other municipality’s city limit boundary. Development projects covered by this Agreement are referred to hereinafter as “Subject Developments.”

5. **Notice:** Notice of Application, Notice of Hearing, and Notice of Decision required by RCW 36.70B *et seq.* and any environmental checklist, EIS or other environmental document required pursuant to RCW 43.21C *et seq.* for Subject Development proposals shall be provided to each party by the other party in a timely manner and in accordance with applicable regulations. The Parties further agree they shall provide each other at least seven (7) days calendar notice of any pre-application meeting or technical review meeting(s), as applicable, with respect to a development proposal and to allow and encourage each other to attend any building permit preconstruction conference. Such notice shall be in the form of standard notice for such technical review meeting given by either party.

6. **Collaborative Review of Subject Development Proposals:** The Parties recognize that development activity within their respective jurisdictions may cause transportation impacts and may impact transportation levels of service in neighboring jurisdictions. To properly identify and mitigate Subject Development related transportation impacts, the Parties agree that:

- a. The Parties agree that the transportation impacts from a Subject Development may require the applicant thereof to mitigate impacts for any of the following: safety, access, circulation, and level of service capacity improvement projects, which may include proportionate share impact mitigation.
- b. Unless otherwise prohibited by law, the Parties shall require applicants for Subject Developments to submit a trip generation and distribution letter (“TGDL”) in connection with said development.
- c. The Parties shall require the applicant to prepare a Traffic Impact Analysis (“TIA”) when the TGDL indicates the Subject Development will create 100 pm or more peak hour trips to the neighboring Party’s jurisdiction. The TIA shall quantify the transportation impacts of the Subject Development activity and identify potential mitigation of all significant impacts.

For purposes of this Agreement, the TIA has the same meaning as in Section 3.4 of the Spokane Valley Street Standards, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference. The TIA shall evaluate the impacts of the development proposal generated trips on those arterial and collector roadways and intersections as identified on the Washington State Department of Transportation Functional Classification Map. In the event a Party requires preparation of a TIA for a Subject Development in their jurisdiction, the other Party shall be given a reasonable opportunity to participate in the scoping used to determine the depth of analysis.

- d. In the event a TIA is not required under Section 6(c) of this Agreement, the Affected Jurisdiction shall be responsible for individualized analysis, documentation, hearing testimony, and legal review (including the private property protection process of RCW 36.70A.370) of any recommendation made by the Affected Jurisdiction for imposition of mitigation measures on development within the Approving Jurisdiction. The Affected Jurisdiction shall provide all supporting documentation to the Approving Jurisdiction for inclusion in the record for the development within the Approving Jurisdiction. The Affected Jurisdiction shall be responsible for all accounting, administration, and compliance with Chapter 82.02 RCW related to mitigation by developments within the approving jurisdiction for impacts in the affected jurisdiction.

- e. The Parties agree that while a proposed Subject Development may not generate sufficient trips to require a TIA, the TGDL may identify impacts to each party's transportation systems.
- f. If it is determined by Spokane Valley that a Subject Development in Liberty Lake will impact Spokane Valley's transportation system, Spokane Valley shall notify Liberty Lake of specific measures reasonably necessary to mitigate said impacts in accordance with Spokane Valley's designated mitigation policies. For each mitigation measure required, Spokane Valley shall identify the specific impacts and reference the relevant Spokane Valley mitigation policy. Notification of the specific mitigation measures shall be provided by Spokane Valley within fourteen (14) calendar days of the date of notice of application provided in Section 5, except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.

If it is determined by Liberty Lake that a Subject Development in Spokane Valley will impact Liberty Lake's transportation system, Liberty Lake shall notify Spokane Valley of specific measures reasonably necessary to mitigate said impacts in accordance with Liberty Lake's designated mitigation policies. For each mitigation measure required, Liberty Lake shall identify the specific impacts and reference the relevant Liberty Lake mitigation policy. Notification of the specific mitigation measures shall be provided by Liberty Lake within fourteen (14) calendar days of the date of notice of application provided in Section 5, except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.

- g. The Parties' staff shall recommend imposing the requested mitigation measures in accordance with this Agreement as a condition of development approval to the extent that such requirements are reasonably related to the impact of the Subject Development and consistent with the terms of this Agreement and applicable law. The approving authority for each party will impose such mitigation measures as a condition of approval of the development in conformance with the terms of this Agreement unless such action would not comply with existing laws or statutes. If either party determines that it may not recommend imposing the mitigation measures requested by the other party, the Approving Jurisdiction will notify the Affected Jurisdiction as soon as possible and work with the Affected Jurisdiction to mutually resolve any differences prior to development approval.
- h. The Parties (or their authorized designees) shall provide comment and confer on Subject Development proposals within fourteen (14) days of receipt of any review documents in order to facilitate the timely issuance of any final Determination of Non-Significance ("DNS"), Mitigated Determination of Non-Significance ("MDNS") or staff report to the Hearing Examiner in an attempt to reach a consensus position/recommendation.

In any SEPA document(s):

A. Where the Parties have reached consensus on the methodology of the analysis, the identified mitigation, and the proportionality of the identified mitigation, as applicable, the Approving Jurisdiction shall include the consensus/collective recommendation and proposed mitigation conditions.

B. Where the Parties are unable to reach consensus, the Approving Jurisdiction shall include their individual recommendations and any proposed mitigation conditions.

For projects proceeding to a public hearing:

A. Where the Parties have reached consensus on the methodology of the analysis, the identified mitigation, and the proportionality of the identified mitigation, as applicable, the Parties shall include the comments, consensus/collective recommendation and proposed mitigation conditions in their respective staff report or other document submitted to the Hearing Examiner or other appropriate hearing body.

B. Where the Parties are unable to reach consensus, the Parties shall include their individual recommendations and any proposed mitigation conditions in their respective staff report or other document submitted to the Hearing Examiner or other appropriate hearing body.

- i. Subject Developments that cause levels of service on locally owned transportation facilities in either jurisdiction to drop below the standards adopted in the transportation elements of the respective Parties' comprehensive plans shall not be approved, unless approval is conditioned on the applicant (or its assigns and transferees) making transportation improvements, dedication of land, or financial contributions to the Affected Jurisdiction which proportionally mitigate the direct traffic impacts to the Affected Jurisdiction's transportation system.
- j. In approving Subject Development proposals that will result in significant traffic impacts in the Affected Jurisdiction, the Approving Jurisdiction shall require either (a) construction of transportation improvements necessary to mitigate transportation impacts to the Affected Jurisdiction concurrent with development as required by RCW 36.70A.070(6)(b); and/or (b) dedication of such land or payment of money in lieu of construction improvements that is necessary to mitigate such impacts to the Affected Jurisdiction. All such fees shall be collected by the Affected Jurisdiction and encumbered as provided in RCW 82.02.020. The Affected Jurisdiction shall provide the payor for the Subject Development and the Approving Jurisdiction with a receipt of payment for such fees as proof of mitigation.

- k. When the Subject Development applicant is required to construct transportation improvements in the Affected Jurisdiction, the Approving Jurisdiction will require said applicant to construct the identified mitigation in compliance with the Affected Jurisdiction's development standards.
- l. When construction of improvements necessary to mitigate identified transportation impacts does not take place concurrent with the Subject Development, the Parties shall quantify the financial contributions to be paid by the Subject Development applicant in order to mitigate the direct traffic impacts on the Affected Jurisdiction.

Financial contributions shall be made prior to the approval of the Subject Development, unless the Subject Development applicant agrees, in a signed writing that is binding on future transferees of any portion of the real property within the Subject Development, to make multiple payments towards the financial contribution at designated times that ensure no building permit within the Subject Development is approved unless and until financial contributions have been made covering the traffic impacts to the Affected Jurisdiction's transportation system associated with the trips that will be generated at full build out of (1) the building permit being applied for, and (2) all other building permits that have been previously approved within the Subject Development.

- m. Developments within Liberty Lake that front on Spokane Valley right-of-way may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with the Spokane Valley Street Standards.
  - n. Developments within Spokane Valley that front on Liberty Lake right-of-way may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with Liberty Lake Engineering Design Standards.
7. **Impact Mitigation Agreements:** The Parties agree that the Approving Jurisdiction will give full force and effect to all traffic impact mitigation agreements entered into by the Affected Jurisdiction with an applicant for development within the Approving Jurisdiction. This duty applies whether or not said mitigation agreement was executed before or after approval and execution of this Agreement.
  8. **Other Regulations:** Nothing in this Agreement shall supersede or negate any existing land use or development regulation of the Parties.
  9. **Additional Agreements:** The Parties contemplate future joint planning agreements that may relate to each respective jurisdiction. Nothing in this Agreement is intended to prohibit the development of future agreements relating to either the impacts identified above or other impacts that may now or in the future exist.

10. **Rights Reserved:** Nothing in this Agreement is intended to waive or limit the rights of the Parties to require mitigation for any impact as allowed by federal, state, or local laws or ordinances including but not limited to environmental impacts governed by RCW 43.21C *et seq.* or mitigation fees governed by RCW 82.02.050 *et seq.*
11. **Development and Review of Mitigation Policies:** Spokane Valley and Liberty Lake will periodically review their existing mitigation policies for consistency in the implementation of this Agreement and will promptly notify the other in the event of any material change in such policies. In that event, the Parties agree to amend this Agreement as appropriate.
12. **Change in Standards or Ordinances:** Any change in the Parties respective (i) development regulations (ii) impact fees, or (iii) comprehensive plans regardless of whether they affect each other's jurisdiction shall be forwarded to the other party within 21 calendar days of passage.
13. **Mediation of Disputes:** For any dispute arising from this Agreement, the Parties shall first meet informally in an attempt to reach resolution. Mediation is not a condition to commencing a legal action or appealing (or otherwise contesting) an action taken by a Party.

If such dispute is not resolved through the Parties' informal attempts within thirty (30) calendar days, a party may submit such dispute to mediation in Spokane, Washington, or such other location as may be agreed upon by the Parties, before a mutually agreeable single mediator, or if such person cannot be agreed upon, a mediator shall be designated by the Presiding Judge (or designee) of the Superior Court of the State of Washington for Spokane County. The Party seeking mediation shall apply to the court within thirty (30) days after the expiration of the thirty (30) calendar days for the Parties informal attempts to resolve the dispute and shall request mediation within forty-five (45) days thereafter. The mediator's fees shall be shared equally by the Parties.

14. **Indemnification and Liability:**
  - a. Spokane Valley shall protect, hold harmless, indemnify and defend, at its own expense, Liberty Lake, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Spokane Valley's performance of this Agreement, including claims by Spokane Valley's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of Spokane Valley, its elected and appointed officials, officers, employees, or agents.
  - b. Liberty Lake shall protect, hold harmless, indemnify and defend, at its own expense, Spokane Valley, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Liberty Lake's performance of this Agreement, including claims by Liberty Lake's

employees or third parties, except for those damages caused solely by the negligence or willful misconduct of Liberty Lake, its elected and appointed officials, officers, employees, or agents.

- c. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Spokane Valley and Liberty Lake, including claims by Spokane Valley's or Liberty Lake's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Spokane Valley and Liberty Lake, each party shall only be liable to the extent of that party's negligence.
  - d. No liability shall be attached to Spokane Valley or Liberty Lake by reason of entering into this Agreement, except as expressly provided herein.
15. **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. In such case, the Parties agree to meet and amend this Agreement as may be mutually deemed necessary.
16. **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be amended in writing by mutual agreement of the Parties.
17. **Designated Representative**: The Parties agree that the City Manager or his/her designee shall be the designated representative of Spokane Valley for the coordination of this Agreement and for receipt of any communications related to this Agreement, and the City Administrator or his/her designee shall be the designated representative of Liberty Lake.
18. **Effective Date and Duration**: This Agreement shall become effective following the approval of the Agreement by the official governing bodies of each of the Parties hereto and the signing of the Agreement by the duly designated representative of each of the Parties hereto and shall remain in effect for 10 years unless terminated earlier in accordance with this Agreement. This Agreement shall automatically renew for successive 10-year terms unless the non-renewing party gives notice of non-renewal to the other party at least 1 year before expiration of the current term.
19. **Termination**: Either party may terminate its obligations under this Agreement upon one hundred eighty (180) days written notice to the other party. Following a termination, Spokane Valley and Liberty Lake are responsible for fulfilling any outstanding obligations under this Agreement, or amendment thereto, including prior to the effective date of the termination.
20. **Headings**: The paragraph headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purpose to, and shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.

21. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original.
22. **Property and Equipment**: The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.
23. **Venue Stipulation**: This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement, or any provisions hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
24. **Notices**: All notices or other communication given hereunder shall be deemed given on: (i) the day such notices or other communications are received, when sent by personal delivery; or (ii) the third day following the day on which the same has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the addresses set forth below, or at such other address as the Parties shall from time-to-time designate by notice in to the other Parties.

CITY OF SPOKANE VALLEY: City of Spokane Valley City Manager or his/her authorized representative  
 City Hall  
 10210 E. Sprague Avenue  
 Spokane Valley, WA 99206

CITY OF LIBERTY LAKE: City of Liberty Lake City Administrator or his/her authorized representative  
 City Hall  
 22710 E. Country Vista Drive  
 Liberty Lake, WA 99019

25. **RCW 39.34 Required Clauses**:

A. Purpose

See Paragraph 2 above.

B. Duration

See Paragraph 18 above.

C. Organization of separate entity and its powers

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. Responsibilities of the Parties.  
See provisions above.

E. Agreement to be filed.  
Spokane Valley and Liberty Lake shall file the Agreement with their respective City Clerk's.

F. Financing  
Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination  
See paragraph 19 above.

26. **Events of Default:** It shall be an "Event of Default" under this Agreement if either of the Parties fails duly to perform, observe, or comply with the covenants, agreements, or conditions on its part contained in this Agreement, and such default shall continue for a period of sixty (60) days after written notice of such failure, requesting the same to be remedied, shall have been given to the party in default by the non-defaulting party, provided however that such failure shall not be an Event of Default if it is knowingly and intentionally waived by the non-defaulting party.

27. **Remedies:** Upon the occurrence and continuance of any Event of Default, the non-defaulting party's exclusive remedies shall be specific performance, declaratory judgment, and other equitable remedies.

28. **Exhibits:**

Exhibit "A" Section 3.4 of the Spokane Valley Street Standards

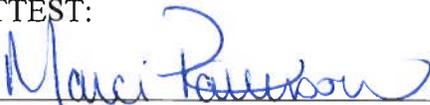
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

CITY OF SPOKANE VALLEY

By:  \_\_\_\_\_

Title: CITY MANAGER

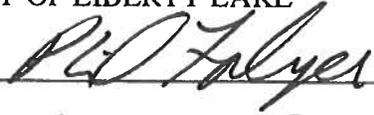
ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

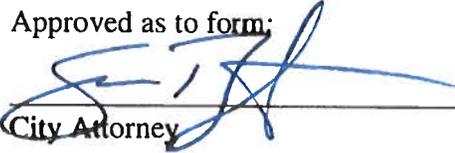
CITY OF LIBERTY LAKE

By: 

Title: Mayor Pro-Tem

ATTEST:

  
City Clerk

Approved as to form:  
  
City Attorney