

**DECLARATION OF SUPPORT FOR SUSTAINABLE COMMUNITIES
AND A VOLUNTARY GREEN BUILDING STANDARD
BY
CLARK COUNTY, THE CITIES OF BATTLE GROUND,
CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER,
WASHOUGAL, THE TOWN OF YACOLT,**

THIS IS A DECLARATION by and between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, the Town of Yacolt, and the City of Vancouver, all municipal corporations of the State of Washington (“the Parties”).

Construction and demolition waste makes up roughly one-third of the solid waste generated in Washington, which is an inefficient use of valuable resources and business capital. It also creates waste management challenges. Buildings account for 72 percent of electricity use and 39 percent of energy use in the United States, confirming that transition to green building can bring many benefits to public and individual health, the economy, and the environment.

The American Recovery and Revitalization Act grant with Clark County calls for adoption of a voluntary green building standard. However, faced with the challenges of declining budgets, reduced staff, and changing technology, it is important for communities to support joint resources and learn from each other’s successes and challenges. To that end, strong partnerships across the county already work to promote green building practices, and the building and development community stands to benefit if there is regional consistency in encouraging green practices across jurisdictions.

The National Association of Home Builders (NAHB) and the International Code Council (ICC) have developed a model National Green Building Standard for single and multifamily homes, remodeling projects, and site development projects which allows for regionally appropriate best green practices. See ICC-700-2008. On March 15, 2010 the

(ICC) released its International Green Construction Code (IGCC) for commercial projects.

NOW, THEREFORE, THE PARTIES DECLARE AS FOLLOWS:

SECTION 1. PURPOSE. The purpose of this Declaration is to set forth:

- A. An administrative structure;
- B. Agreed-upon goals; and
- C. Identified tasks and responsibilities

SECTION 2. ADMINISTRATIVE STRUCTURE. This Declaration does not establish a separate legal entity to carry out the Sustainable Communities Voluntary Green Building Standards or create any third party beneficiaries. The following paragraphs make provision for a coordinated informal action plan.

A. Project Management Team. The parties shall each have one participant designated to participate in a Project Management Team and Clark County's participant(s) shall be the designated Project Manager designated to administer this action plan. Clark County's participant(s) shall remain project manager through September 2011, at that time the project manager shall be reconsidered.

B. Communications. The Project Manager and Project Management Team will communicate via in-person meetings, teleconference, telephone, or e-mail to relay information, answer questions, or raise concerns. All participants will respond promptly to communications. The Project Manager will ensure that information related to a project is timely provided to the Parties.

C. Documents to be Provided. The Project Manager will cause to be distributed to each participant an electronic copy, or where electronic copies are not efficacious, one

(or more if necessary) hard copies of review documents and deliverables.

D. Decision-Making. Decision-making will ordinarily be by consensus, but if no consensus can be reached, decision-making will be by majority vote of all participants present, with each participant present having one vote. In the event of a tie vote, the Project Manager will make the final decision.

E. Record-Keeping. The Project Manager will keep the official project records and make them available to the Project Management Team.

SECTION 3. DECLARATION OF GOALS.

A. It is the Parties' intent to develop consistent voluntary green building standards.

B. The Parties will jointly collaborate on countywide green building goals, and a regional approach to public participation.

C. Each Party will make a good faith effort to adopt a voluntary green building standard.

SECTION 4. TERM. This Agreement is voluntary, and shall become effective upon the date it is recorded with Clark County. It shall remain in effect through December 31, 2012.

SECTION 5. TERMINATION. Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination.

SECTION 6. COST OF SERVICE. No party will charge another party for services rendered under this agreement except as provided for under separate, existing agreements.

SECTION 7. DOCUMENT EXECUTION AND FILING. The Parties agree that duplicate originals of this Agreement may be prepared and distributed for signature by the officials of each Party. Upon receipt by the Project Manager, one executed original may be filed with the Clark County Auditor, and conformed copies shall be distributed to the parties.

Dated this _____ day of _____, 20_____.

<p>FOR CITY OF BATTLE GROUND, a municipal corporation</p> <p>By: _____ Michael Ciraulo, Mayor</p>	<p>FOR CITY OF RIDGEFIELD, a municipal corporation</p> <p>By: _____ Ron Onslow, Mayor</p>
<p>FOR CITY OF CAMAS, a municipal Corporation</p> <p>By: _____ Paul Dennis, Mayor</p>	<p>FOR CITY OF VANCOUVER, a municipal corporation</p> <p>By: _____ Tim Leavitt, Mayor</p>
<p>FOR CLARK COUNTY, a municipal corporation</p> <p>By: _____ Steve Stuart, County Commissioner</p>	<p>FOR CITY OF WASHOUGAL, a municipal corporation</p> <p>By: _____ Sean Guard, Mayor</p>
<p>FOR CITY OF LA CENTER, a municipal corporation</p> <p>By: _____ James T. Irish, Mayor</p>	<p>FOR TOWN OF YACOLT, a municipal corporation</p> <p>By: _____ Joseph O. Warren, Mayor</p>