

**INTERLOCAL AGREEMENT BETWEEN
ASOTIN COUNTY, COLUMBIA COUNTY AND GARFIELD COUNTY
And the CITIES OF CLARKSTON and DAYTON
And THE TOWNS OF STARBUCK and ASOTIN FOR
REGIONAL SHORELINE MASTER PROGRAM UPDATE PROCESS**

**----- AGREEMENT SPECIFIC TO THE COUNTY OF -----
----- ASOTIN AND COLUMBIA COUNTY -----**

This is an **Interlocal Agreement**, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Asotin County, Columbia County and Garfield County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin.

WHEREAS, pursuant to Chapter 39.34 RCW, one of more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and

WHEREAS, Asotin County, Columbia County and Garfield County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin are required to update their shoreline master programs by June 30, 2023; and

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and

WHEREAS, Asotin County, Columbia County and Garfield County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin have agreed to coordinate to update their shoreline master programs using grant funding from Ecology; and

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning;

NOW, THEREFORE, the Parties agree as follows:

1. ADOPTION OF RECITALS

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

2. PURPOSE

The purpose of this Agreement is to set forth:

- 2.1 Administrative responsibilities;
- 2.2 Agreed-upon goals; and
- 2.3 Identified tasks and responsibilities for cooperative shoreline master program updates.

3. ADMINISTRATIVE RESPONSIBILITIES

This Agreement does not establish a separate legal entity to carry out the cooperative shoreline master program updates undertaken herein. The following paragraphs identify administrative responsibilities for cooperative shoreline master program updates.

- 3.1 Project Manager. Columbia County is the Project Manager designated to administer this Agreement.
- 3.2 Lead Agency. Columbia County take the Lead Agency Status for this project, which includes the responsibility for all Consultant Contract Administration, Grant Administration and SEPA activities
- 3.3 Communications. The Project Manager and the other Parties to this Agreement will communicate via in-person meetings, telephone or email to relay information, answer questions, or raise concerns. All Parties will respond promptly to communications. The Project Manager will ensure that information related to the project is timely provided to the Parties, between the Parties and between the Parties and Ecology.
- 3.4 Documents to be Provided. The Project Manager will distribute to each Party an electronic copy of review documents and deliverables.
- 3.5 Record-Keeping. The Project Manager will keep the official project records and make them available to each of jurisdictions for record-keeping associated with adoption of each jurisdiction’s local shoreline master program.

4. AGREED-UPON GOALS

The Parties agree to the following goals necessary for cooperative shoreline master program updates:

- 4.1 It is the Parties’ intent to develop consistent shoreline master programs.

- 4.2 Each Party will cooperate to carry out the terms of the grant agreement with Ecology, a draft copy of which is attached hereto.
- 4.3 The Parties will jointly establish countywide shoreline goals, a regional approach to public participation, the shoreline master program inventory, analysis, characterization and identification of restoration opportunities.
- 4.4 To the extent possible, the Parties will jointly develop shoreline environmental designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration.

5. IDENTIFIED TASKS AND RESPONSIBILITIES

- 5.1 The Parties hereby designate Columbia County as the "Recipient" of a portion of the Ecology Shoreline Management Act grant funds made available to the Parties for purposes of cooperative development of updated shoreline master programs for each of the separate jurisdictions. The amounts of those funds shall be as set forth below in 5.2 and 5.3.
- 5.2 The anticipated grant funds available from Ecology for all participating jurisdictions within this Agreement will not exceed \$302,400 for the fees, services and materials of the Consultant contract and reimbursable expenses for the participating jurisdictions.
- 5.3 Each participating jurisdiction will enter into a separate Interlocal Agreement with Columbia County. The combined funding of all jurisdictions, including Columbia County's portion, from Ecology will be \$302,400. As party to this Agreement, Asotin County agrees to provide to Columbia County (as Lead Agency) the following amounts from the Ecology grant towards the Consultant budget: \$84,000.
- 5.4 As Recipient of Ecology grant funds, Columbia County will be responsible to Ecology for administration of the grant, and for submission to Ecology of all required deliverables, reports and accounting for funds as required by the grant agreement, including an updated shoreline master program for each of the separate jurisdictions.
- 5.5 Columbia County shall work with the other jurisdictions to develop an appropriate approach to produce each jurisdiction's shoreline master program. Columbia County will also work with other interests participating in the shoreline master program update regarding the general direction of the effort.
- 5.6 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County is responsible for the preparation of a shoreline master program that meets the State's procedural and substantive requirements.

Columbia County will provide staff and consultant services to the participating jurisdictions for their local shoreline master program adoption process. The participating jurisdictions are responsible for providing limited staff assistance in gathering necessary background information, performing review of draft policies and deliverables and for coordinating with Columbia County for the program adoption process.

- 5.7 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County will have the lead role in conducting public participation that is designed to engage the public within the participating jurisdictions, generally set forth in the Public Participation Program which will be developed as part of this process. The participating jurisdictions are responsible for coordinating with and assisting Columbia County in those public participation efforts and may opt to conduct additional public participation within its own jurisdiction.
- 5.8 Columbia County anticipates issuing a Request for Proposals for technical consultant services necessary to implement the shorelines grant agreement scope of work. Upon receipt of commitment of grant funds from Ecology, Columbia County will contract for performance of those technical consultant services, using funds obtained from the grant.
- 5.9 Columbia County shall manage the consultant work for the cooperative shoreline master program updates.
- 5.10 Columbia County and the participating jurisdictions will take legislative action to adopt its own locally-adopted shoreline master program. Changes, if any, required as a result of the Ecology approval process (WAC 173-26-120) are the sole responsibility of each individual jurisdiction, if the changes are direct result of legislative action by that jurisdiction in with said jurisdiction may modify the draft shoreline master program.
- 5.11 Columbia County may unilaterally terminate all or part of this agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Agreement shall terminate ten days from the date of mailing of such termination for lack of funds. Columbia County shall not be responsible for payment of any activities or expenses incurred after the ten day notice of Agreement termination.

6. TERM

This Agreement shall become effective upon the date it is authorized by the governing body of each municipal corporation. It shall remain in effect through June 30, 2023.

7. TERMINATION

Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty days prior to termination. The terminating party shall have access to unexpended Ecology grant funds in accordance with Ecology rules and procedures. Any terminating party shall continue to be entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved may be submitted to mediation.

9. INDEPENDENT CONTRACTOR

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

10. HOLD HARMLESS - INDEMNIFICATION

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

11. ATTORNEYS FEES AND COSTS

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

12. NO THIRD PARTY BENEFICIARY

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

13. WAIVER

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

14. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 6. Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in the Grant Agreement in Section 15. No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, which incorporates the terms and conditions of the draft Grant Agreement for this project between the Department of Ecology and Columbia County, governs and binds the parties hereto and contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

16. AMENDMENT

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

17. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be four duplicate originals of this Agreement prepared and distributed for signature by the necessary of each Party. Each Party who executes this Agreement shall cause two undated executed originals to be returned to the Project Manager, who shall date it below. Columbia County shall cause a copy of this Agreement to be posted on the County website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040) and shall provide a dated original to each of the participating jurisdictions for posting of a copy their website. Upon posting of a copy on the County's website, such signed original shall constitute an Agreement binding upon the parties.

18. RATIFICATION

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

19. SIGNATURES

In witness thereof, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the 18th day of January, 2022.

Columbia County Board of Commissioners

 Mont A. Hill
Chair

 Ryan Rindell
Member

 [Signature]
Member

Attest: *Virginia Schmitt*
Clerk of the Board

Asotin County Board of Commissioners

 Brian Swain
Chair

 [Signature]
Member

 Ch Leubert
Member

Attest: *Stacy Hamer*
Clerk of the Board

 [Signature]
Benjamin C. Nichols WSBA #23006
Asotin County Prosecuting Attorney