

**INTERLOCAL AGREEMENT BETWEEN
LINCOLN COUNTY AND THE TOWNS OF REARDAN AND ODESSA
FOR COOPERATIVE SHORELINE MASTER PROGRAMS UPDATE**

This Interlocal Agreement (“Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington by and between LINCOLN County and the Town of REARDAN, and the Town of ODESSA (each a “Party” and together the “Parties”). No new or separate legal or administrative entity is created by this Agreement.

Recitals

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

WHEREAS, pursuant to the Shoreline Management Act, Chapter 90.58 RCW, Lincoln County, and the towns within Lincoln County having regulated shorelines within their jurisdictional boundaries, which are Reardan, and Odessa, are required to update their Shoreline Master Programs (“SMPs”) by June 30, 2023; and

WHEREAS, participation in planning for regulated shorelines outside their jurisdictional boundaries is in the public interests of the Parties; and

WHEREAS, the Washington State Department of Ecology (“Ecology”) is expected to provide a grant pursuant to Chapter 90.58 RCW to update the required SMPs; and

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

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

WHEREAS, by and through this Agreement, the Parties shall form a Shoreline Coalition for the purposes of updating their SMPs.

Agreement

In consideration of the mutual promises contained herein, the Parties to this Agreement 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:

a. An administrative structure;

b. Mutually agreed-upon goals; and

c. Identified tasks and responsibilities necessary for the cooperative SMPs updates using expected Ecology grant funds as set forth in the recitals of this Agreement.

3. **Administrative Structure – Joint Board.** This Agreement does not establish a separate legal entity to carry out the cooperative SMPs updates as specifically set forth herein. The following paragraphs provide for a joint board and administrator responsible for the project and undertaking set forth herein.

a. **Project Management Team.** A Project Management Team consisting of a representative from each of the jurisdictions included in the Shoreline Coalition.

b. **Project Manager.** Lincoln County Land Services is the Project Manager designated to administer this Agreement.

c. **Communications.** The Project Manager and Project Management Team will communicate via meetings (in-person or virtual), telephone or e-mail 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.

d. **Documents to be Provided.** The Project Manager will cause to be distributed to each Party an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

e. **Decision-Making.** Decision making shall occur as a collaborative effort of the Shoreline Coalition, however, Lincoln County shall retain the sole decision making authority for the purposes of administering the Ecology grant. Any material decisions that need to be made shall be documented and retained by the Project Manager.

f. **Records.** The Project Manager will keep the official project records and make them available to the Project Management Team.

4. **Agreed-Upon and Mutual Goals.** The Parties agree to the following mutually agreed-upon goals necessary for cooperative SMPs updates:

- a. Periodic Review Checklist; and
- b. A final draft SMP amendment or Findings of Adequacy.

5. **Identified Tasks and Responsibilities.**

a. The Project Management Team shall jointly develop an agreed-upon Scope of Work to be submitted to Ecology as documentation required to receive expected grant funds for cooperative SMPs updates. Each Party may have unique needs based on the condition of its shorelines or adjacent land uses, prior planning or data collection, political framework, or other situation. Those needs will be addressed in the final Scope of Work and funding under the Ecology grant.

b. The Parties hereby designate Lincoln County as the “Recipient” of any Ecology grant funds made available to the Parties for purposes of cooperative development of updated SMPs.

c. As Recipient of Ecology grant funds, Lincoln 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.

d. Lincoln County will issue a Request for Proposals for technical consultant services necessary to implement the agreed-upon Scope of Work. If grant funds are obtained from Ecology, Lincoln County will enter into any necessary contracts for performance of such technical consultant services, using funds obtained from the grant.

e. Each Party will take legislative action to adopt a locally-adapted SMP and submit it to Ecology for approval as required.

6. **Agreement Term.** This Agreement shall become effective upon the date it is recorded with the Lincoln County Auditor. It shall remain in effect through June 30, 2023.

7. **Termination of Agreement.** Any Party may choose to terminate its participation in this Agreement by notifying the other Parties in writing thirty (30) calendar days prior to termination. Termination of participation shall not entitle a party to assert any claim to unexpended Ecology grant funds. Any terminating party shall continue to be entitled

to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. Cost of Service. No party will charge another party for services rendered under this Agreement except as provided for under separate, existing agreements.

9. Billing Method and Process. Any billing for services rendered under this Agreement will be carried out and processed in accordance with separate, existing agreements for those services.

10. Dispute Resolution. Any dispute between the Parties regarding the delivery of services under this Agreement or the alleged breach of this Agreement which cannot be resolved pursuant to Section 3e (Decision-Making) shall be submitted to a mutually agreed upon independent mediator as a condition precedent to litigation. The site of the mediation shall be in Lincoln County. The Parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

11. 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, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

12. 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, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

13. Attorneys Fees and Costs. All Parties shall bear their own attorneys fees and costs of enforcing the rights and responsibilities under the contract.

14. Assignment and Subcontracting. No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.

15. 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 to create any third-party beneficiary to this Agreement.

16. Notice. Any notices to be given under this Agreement shall, at minimum, be delivered postage prepaid and addressed to:

To Lincoln County:

Lincoln County Land Services
27234 SR 25 N
Davenport, WA 99122
Attention: Courtney Thompson

To the Town of Reardan:

Town of Reardan
PO Box 228
Reardan, WA 99029

To the Town of Odessa:

Town of Odessa
PO Box 218
Odessa, WA 99159

The name and address to which notices shall be directed may be changed by any Party giving the other Parties notice of such change as provided in this section.

17. Waiver. No waiver by any Party of any term or condition of 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.

18. 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 (Purpose). Its duration is as specified in Section 6 (Agreement Term). Its method of termination is set forth in Section 7 (Termination of Agreement). Its manner of financing and of established and maintaining a budget therefore is described in Section 8 (Cost of Service) and 9 (Billing Method and Process). 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.

19. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior agreements shall be effective to the contrary.

20. 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.

21. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

22. **Document Execution and Filing.** The Parties agree that there shall be four (4) duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each Party. Each Party who executes this Agreement shall cause two executed originals to be returned to the Project Manager, who shall date it below, and shall cause one executed original be filed with the Lincoln County Auditor pursuant to RCW 39.34.040, retain one original for its records, and distribute conformed copies to the designated agents of the Parties set forth in Section 22. The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040. Upon filing with the Lincoln County Auditor of the signed original, and posting of a copy on the County's website, such signed original shall constitute an Agreement binding upon the Parties.

23. **Severability.** If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, 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 5th day of July, 2022.

LINCOLN COUNTY, WASHINGTON

Scott M. Kibler

Chairman

R. B. Hoffman

Commissioner

Mark R. Hedman

Commissioner

Jara Holden

Deputy Clerk of the Board of County Commissioners



Approved As To Form:

[Signature]
Prosecuting Attorney

Approved as to form:

Prosecuting Attorney of
Lincoln County, Washington

TOWN OF REARDAN

Gail E. Daniels

Mayor
Title

TOWN OF ODESSA

Wendi F. Cress

Mayor
Title