

**INTERLOCAL AGREEMENT  
AMONG LEWIS COUNTY  
AND  
LEWIS COUNTY CITIES AND TOWNS  
FOR  
THE MANDATED SHORELINE MASTER PROGRAM UPDATE**

**THIS AGREEMENT** is made by and entered into among LEWIS COUNTY, THE CITY OF CENTRALIA, THE CITY OF CHEHALIS, THE CITY OF MORTON, and THE CITY OF WINLOCK, all political subdivisions of the State of Washington (hereinafter referred to collectively as "Parties"). This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, to provide for the preparation of the Parties' respective Shoreline Master Programs in a manner that efficiently uses state funds specifically granted for this purpose and that will yield Shoreline Master Programs that are consistent and effective on a countywide basis.

- A. WHEREAS, Lewis County and the cities and towns within Lewis County subject to the requirement of the Shoreline Management Act, RCW 90.58, are required to periodically update their adopted Shoreline Master Programs; and
- B. WHEREAS, the County and cities and towns within the County are required to review and amend their Shoreline Master Program within two years of approval of state funding, provided that one additional year may be allowed (RCW 90.58.080); and
- C. WHEREAS, the Department of Ecology provides funding and support for required Shoreline Master Program updates and has agreed to fund the required updates for Lewis County and the cities within Lewis County with funding available in August, 2011 and the updates due two years after funding is available; and
- D. WHEREAS, the County and cities within the County may work cooperatively on the Shoreline Master Program updates and may pool state grant funding as may be provided to accomplish the same; and
- E. WHEREAS, the Parties to this agreement have chosen to work cooperatively on the Shoreline Master Program updates and have chosen to pool resources, including state grant funding; and
- F. WHEREAS, the cities of Vader, Toledo, Napavine and Pe Ell have chosen to accomplish their respective Shoreline Master Program updates individually; and
- G. WHEREAS; the state Department of Ecology has made available funding for the County and the respective cities party to this Agreement
- H. WHEREAS, the Parties have determined that it would be in their individual and collective interests to plan and work together to meet the update requirements of the Shoreline Management Act

NOW, THEREFORE, the Parties hereby enter into this Interlocal Agreement ("Agreement") pursuant to RCW 39.34 and mutually agree to the terms and conditions set forth herein.

## **1.0 PURPOSE**

The purpose of this Agreement is to provide a formal and organized process to ensure:

- 1.1 That the Parties' respective Shoreline Master Programs are appropriately, efficiently, and timely amended consistent with the requirements of the Shoreline Management Act.
- 1.2 That state grant funding is leveraged to achieve maximum benefit from pooling resources and processes and that the most-qualified consultant or consultant team is selected.
- 1.3 That the use of grant funds is equitably apportioned among the Parties.
- 1.4 That each of the Parties receives a Shoreline Master Program update that best suits the needs of the respective communities within the budget that is allotted to the update process.
- 1.5 That the resulting Shoreline Master Programs are consistent with each other.
- 1.6 The Parties establish the following priorities, in priority order, for spending grant dollars:
  1. Shorelines inventory
  2. Shorelines analysis
  3. Shoreline characterization
  4. Shoreline Environment Designations
  5. Cumulative Impacts Assessment/No Net Loss Demonstration
  6. Identification of Restoration Opportunities
  7. Public Involvement

## **2.0 GOALS**

The Parties shall work together throughout the term of this Agreement to achieve the following specific goals:

- 2.1 To coordinate and cooperate with the other Parties to this Agreement to accomplish the goals set forth herein.
- 2.2 To work with the state agencies, tribes and others, including the public, to amend and update each of the Parties' Shoreline Master Programs within the allotted budget and timelines imposed by the state in an open and transparent public participation process.
- 2.3 To collectively and individually establish processes for the development of the Shoreline Master Program updates that will effectively meet the needs of all Parties.
- 2.4 To collectively contract for such technical and consultant support as may be needed to ensure the timely, effective and consistent update of the Shoreline Master Programs.
- 2.5 To broadly disseminate information to the public about options and alternatives.

## **3.0 LEAD AGENCY DUTIES**

For the purposes of this Agreement, Lewis County shall act as Lead Agency. The Lead Agency shall be responsible for and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies for grant funds on terms authorized by the Parties.
- 3.2 Receive and disburse funds from state and federal agencies.
- 3.3 In the event any work must be performed by or on behalf of the Parties pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts to perform the work by or on behalf of the Parties pursuant to this Agreement. The Lead Agency shall not obligate any of the Parties to any financial responsibilities without prior written approval and agreement from the appropriate Party/Parties.
- 3.4 Prepare and maintain proper records for accounting and administration, including document management for the "official file".
- 3.4 Prepare a draft Shoreline Master Plan for each participating city.
- 3.5 Arrange and facilitate regular meetings of the Parties as necessary to accomplish the updates throughout the initial inventory and characterization stages of the update process and at other appropriate times as agreed by the Parties. Records of meetings will be kept by the lead agency.
- 3.6 Provide legal support as necessary.
- 3.7 The Lead Agency shall report regularly to the parties to this Agreement and shall provide them with a full accounting on the receipt and expenditure of funds that may be provided, pursuant to this Agreement.

#### **4.0 MEMBER DUTIES**

For purposes of this Agreement Parties other than Lewis County shall be responsible for and authorized to perform the following tasks:

- 4.1 Gather and disseminate information specific to the individual Party jurisdiction, including technical information, as is deemed appropriate and necessary, by both parties.
- 4.2 Prepare and maintain proper records for accounting and administration related specifically to each Party and present to the Lead Agency in a regular and timely manner.
- 4.3 Arrange and facilitate meetings and conduct public outreach at such times as may be appropriate and necessary in the update process specific to the Member Party's portion of the Shoreline Master Program update and adoption process.
- 4.4 At no time shall the parties disseminate information to those cities choosing to accomplish their respective Shorelines Master Program individually without the express approval of the County.
- 4.5 Each City will be required to adopt the SMP and associated documents as required by the guidelines of the Master Contract.

#### **5.0 MEMBERSHIP AND REPRESENTATION**

- 5.1 Each of the Parties shall designate in writing to the Lead Agency one official Shoreline Master Program update representative, and one alternate.

- 5.2 The Lead Agency will arrange and facilitate regular meetings, not less than quarterly, and more often as required, to discuss the status, progress, funding and schedule of the Master Program update process, and to consider the advancement of the goals stated herein. Designated Shoreline Master Program update representatives shall use best efforts to attend the meetings, missing no more than 2 consecutive meetings in a row.
- 5.3 Each Party shall update their elected officials in a council commission meeting format at least quarterly, and more often if required to discuss the status, progress, and schedule of the Shorelines Master Program update. Each Party shall record its own meetings.

## **6.0 VOTING**

On measures submitted for or subject to a vote of members, each represented entity shall be entitled to cast one (1) vote. Each member shall vote by open ballot. A measure shall pass if sixty percent (60%) or more of the total votes cast are cast in favor of the measure. When a Party's member and alternate are absent and a tie vote of the present Members is rendered, that absent Party must cast a vote by email to the Community Development Director of the County within 7 days of the tie vote of the present Members or the ballot cast by the Lead Agency at the tie vote shall be deemed the tie breaker.

## **7.0 FUNDING**

6.1 The State of Washington has represented that it will fund the Parties' Shoreline Master Program updates through the Department of Ecology and that said funding will be appropriated yearly and at a proportion appropriate to the process and timelines established. The Parties, in reliance on those representations have entered into this Agreement and shall establish a formula for use of state Ecology grant funds to meet the collective needs of the Parties and the administrative and other needs of each Party prior to any expenditure of grant funding.

6.2 Other funds, including loans, grants and general government funds that may be available to individual Member Parties, shall not be obligated to meet goals of this Agreement, but may, at the discretion of each Party be made available. Such funds shall be used in a manner consistent with the use of state funding under this Agreement.

6.3 Decisions on the use of collective funds shall be determined by agreement or vote of the Parties.

6.4 Any funds in excess of state grant-funding required from the Parties to cover funding requirements or to cover costs for projects developed as a result of research, data-gathering and analysis pursuant to this Agreement will be shared as agreed upon by the Parties or as set forth in future Interlocal Agreements or supplements to this Agreement. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Parties to enter into any future Interlocal Agreement or supplement to this Agreement.

6.5 The City of Winlock has requested \$1,000 to be held in reserve for administrative costs.

6.6 The City of Chehalis has requested \$5,000 to be held in reserve for administrative costs.

## **7.0 TERM OF AGREEMENT**

Any Party may opt out of this Agreement by written notification to the Lead Agency and other Parties provided that no joint debt has been incurred by the Parties. The opt-out will be effective ninety days after the receipt of written notice by the Lead Agency.

**7.0 TERM OF AGREEMENT**

Any Party may opt out of this Agreement by written notification to the Lead Agency and other Parties provided that no joint debt has been incurred by the Parties. The opt-out will be effective ninety days after the receipt of written notice by the Lead Agency.

**8.0 MODIFICATION**

This Agreement may be modified or amended only by written amendment signed by each of the Parties to this Agreement.

**9.0 PRIOR AGREEMENTS**

This Agreement embodies the entire agreement between and among the Parties. There are no agreements, promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the Parties relating to the subject matter contained herein.

IN WITNESS HEREOF, the undersigned have executed five (5) original copies of this Agreement on the dates shown below:

**LEWIS COUNTY, WASHINGTON**

F. Ludman 01-23-12  
Chairman (date)

Approved as to form:  
[Signature]  
Deputy Prosecuting Attorney

**CITY OF CENTRALIA, WASHINGTON**

[Signature] 12/13/11  
Mayor (date)

Approved as to form:  
[Signature]  
City Attorney

**CITY OF CHEHALIS, WASHINGTON**

\_\_\_\_\_  
Mayor (date)

Approved as to form:  
\_\_\_\_\_  
City Attorney

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Chairman (date)

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**CITY OF CENTRALIA, WASHINGTON**

\_\_\_\_\_  
Mayor (date)

Approved as to form:

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

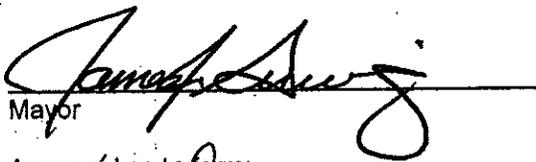
**CITY OF CHEHALIS, WASHINGTON**

  
\_\_\_\_\_  
City Manager (date) 10-11-11

Approved as to form:

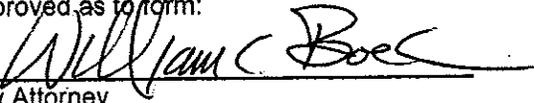
  
\_\_\_\_\_  
City Attorney

**CITY OF MORTON, WASHINGTON**

  
\_\_\_\_\_  
Mayor

10/28/11  
(date)

Approved as to form:

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

**CITY OF WINLOCK, WASHINGTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(date)

Approved as to form:

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

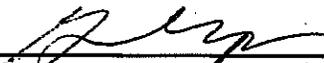
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Mayor

\_\_\_\_\_  
(date)

Approved as to form:

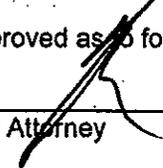
\_\_\_\_\_  
City Attorney

**CITY OF WINLOCK, WASHINGTON**

  
\_\_\_\_\_  
Mayor

10-15-11  
(date)

Approved as to form:

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

Lewis County Jurisdictions	Stream shoreline - feet	Lake shoreline - feet	Total shoreline - miles	Streams - SWSS	Lakes - SWSS	Funding
Centralia	48,442	0	9.2			\$50 K
Chehalis	44,019	0	8.3			\$125 K
Morton	7,588	0	1.4			\$40 K
Napavine	7,016	0	1.3			\$40 K
Pe Ell	13,829	0	2.6			\$40 K
Toledo	3,870	0	0.7			\$40 K
Vader	10,821	0	2			\$40 K
Winlock	20,553	0	3.9			\$40 K
				Chehalis River, d/s of confluence with S fork; Cispus River, just d/s of fork confluences; Cowitz River, d/c from confluence of forks; Nisqually, d/s from confluence with stream east of Mineral Lake		
Lewis County	7,135,016	21,447	1,325.80		Mayfield Res., Mossyrock Res., Alder Res.	\$450 K

FIGURE 1: SHORELINE MASTER PROGRAM PLANNING PROCESS

7/13/09

SMP UPDATE PROCESS	SPECIFIC PLANNING TASKS	PRODUCTS
<p>Phase 1: Preliminary Shoreline Jurisdiction and Public Participation Plan</p>	<p>Task 1.1: Identify preliminary shoreline jurisdiction - shorelines &amp; shorelands                      Task 1.2: Develop public participation plan (citizen, technical, Ecology, other stakeholders)                      Task 1.3: Demonstrate how Phase 1 complies with Guidelines</p>	<p>Product 1.1: Preliminary map of local shorelines &amp; shorelands subject to the SMP                      Product 1.2: Public participation plan                      Product 1.3: Documentation in SMP submittal checklist</p>
<p>Phase 2: Shoreline Inventory &amp; Characterization</p>	<p>Task 2.1: Complete shoreline inventory                      Task 2.2: Conduct shoreline analysis                      Task 2.2.1: Characterize ecosystem-wide processes                      Task 2.2.2: Characterize shoreline functions                      Task 2.2.3: Conduct shoreline use analysis, analyze public access opportunities                      Task 2.3: Prepare shoreline inventory and characterization report                      Task 2.4: Demonstrate how Phase 2 complies with Guidelines</p>	<p>Product 2.1: Draft list of inventory data sources; digital maps of inventory information                      Product 2.3: Shoreline inventory and characterization report with map portfolio &amp; GIS data, including:                      • Characterization of ecosystem-wide processes                      • Characterization of shoreline functions                      • Identification of potential protection and restoration areas                      • Shoreline use &amp; public access analyses                      • Shoreline management recommendations                      Product 2.4: Documentation in SMP submittal checklist</p>
<p>Phase 3: Shoreline Environment Designation, Policy &amp; Regulation Development; Cumulative Impacts Analysis</p>	<p>Task 3.1: Conduct community visioning process                      Task 3.2: Develop general goals, policies &amp; regulations                      Task 3.3: Develop environment designations                      Task 3.4: Develop shoreline use &amp; modifications policies, regulations &amp; standards                      Task 3.5: Develop administrative provisions                      Task 3.6: Prepare preliminary cumulative impacts analysis                      Task 3.7: Demonstrate how Phase 3 complies with the Guidelines</p>	<p>Product 3.1: Shoreline management strategy                      Product 3.2-3.5: Complete Draft SMP, including:                      • Draft general goals, policies &amp; regulations                      • Draft environment designations                      • Draft shoreline use &amp; modifications policies, regulations &amp; standards                      • Draft administrative provisions                      Product 3.6: Preliminary cumulative impacts analysis                      Product 3.7: Documentation in SMP submittal checklist</p>
<p>Phase 4: Shoreline Environment Designation, Policy &amp; Regulation Development; Cumulative Impacts Analysis</p>	<p>Task 4.1: Prepare regulatory framework                      Task 4.2: Develop regulatory framework                      Task 4.3: Prepare regulatory framework                      Task 4.4: Prepare regulatory framework                      Task 4.5: Prepare regulatory framework                      Task 4.6: Prepare regulatory framework                      Task 4.7: Prepare regulatory framework                      Task 4.8: Prepare regulatory framework                      Task 4.9: Prepare regulatory framework                      Task 4.10: Prepare regulatory framework                      Task 4.11: Prepare regulatory framework                      Task 4.12: Prepare regulatory framework                      Task 4.13: Prepare regulatory framework                      Task 4.14: Prepare regulatory framework                      Task 4.15: Prepare regulatory 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<p>Phase 5: Local Approval</p>	<p>Task 5.1: Assemble complete draft SMP and submit to Ecology for informal review                      Task 5.2: Complete SEPA review, documentation                      Task 5.3: Provide GMA 60-day notice of intent to adopt                      Task 5.4: Hold public hearing                      Task 5.5: Prepare responsiveness summary and respond to public comments                      Task 5.6: Adopt SMP and submit to Ecology                      Task 5.7: Demonstrate how Phase 5 complies with Guidelines</p>	<p>Product 5.1: Final draft SMP                      Product 5.2: SEPA products (checklist, MDN/SES, SEPA notice)                      Product 5.3: Evidence of compliance with GMA notice requirements                      Product 5.4: Public hearing record                      Product 5.5: Responsiveness summary                      Product 5.6: Complete SMP submittal package                      Product 5.7: Documentation in SMP submittal checklist</p>
<p>Phase 6: State Approval</p>	<p>Task 6.1: Provide public notice &amp; opportunity for comment; respond to comments received                      Task 6.2: Prepare decision packet including findings &amp; conclusions, transmittal letter, conditions of approval (if any), &amp; responsiveness summary                      Task 6.3: Work with local government to finalize local adoption</p>	<p>Product 6.1: Responsiveness summary                      Product 6.2: Decision package submitted to local government                      Product 6.3: Final SMP adoption Incorporating any Ecology conditions of approval; SMP takes effect</p>