

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
SHORELINE MASTER PROGRAMS UPDATES

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

2. Purpose

2.1 The parties are each required by required by Ch. 90.58 RCW to have a shoreline master program. The County is required to have a program, because Dry Creek, Mill Creek, the Walla Walla River, the Snake River, the Touchet River and the Columbia River are designated as shorelines subject to the shoreline management act by RCW 90.58.030. Prescott and Waitsburg are required to have programs, because the Touchet River is designated as a shoreline subject to the shoreline management act by RCW 90.58.030. Walla Walla is required to have a program, because Mill Creek is designated as a shoreline subject to the shoreline management act by RCW 90.58.030.

2.2 The parties are each required by RCW 90.58.080(2)(a)(vi) to either develop or

amend their shoreline master programs on or before December 1, 2014.

2.3 Grant funding may be available through the State of Washington Department of Ecology to each party to develop or amend their shoreline master programs.

2.4 The parties have determined that the development or amendment of their respective shoreline master programs would be best achieved through cooperative and collaborative planning because the shorelines of the regulated streams cross jurisdictional boundaries. The parties therefore find that a cooperative and collaborative planning effort will avoid unnecessary duplication of work and provide regulatory uniformity. The parties further find that funding and timing efficiencies and economies of scale in use of expected grant funds can be realized by cooperative and collaborative shoreline planning.

2.5 This Agreement sets forth mutually agreed-upon goals, an administrative structure with identified tasks and responsibilities necessary for cooperative shoreline master program updates, pooling and agreed use of grant funds, and provision for additional funding that may be required.

3. Duration

3.1 This Agreement shall be in effect for the period commencing on the date it is approved by all of the parties, and expiring on December 1, 2015. The term of this Agreement may be extended for one additional year until December 1, 2016, by mutual agreement of all parties, if necessary to complete work under the grant referenced in paragraph 2.3 above. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chairman of the Board of County Commissioners and the executive officer of

each other party are authorized to approve and execute such a one year extension without further authorization from the legislative body of each party.

4. Goals

4.1 It is a goal of the parties to develop and adopt a shoreline master program or programs that meet(s) the requirements of Chapter 90.58 RCW and WAC 173-26.

4.2 It is a goal of the parties to develop either a uniform shoreline master program that would apply throughout Walla Walla County while reserving each party's jurisdiction over shorelines within their respective boundaries or coordinated shoreline master programs for each jurisdiction which are consistent with the programs adopted by the other parties for their respective jurisdictions.

4.3 It is a goal of the parties to reserve their independent authority to adopt, approve or reject a shoreline master program for their jurisdictions. Any portion or part of the shoreline master program or programs developed through cooperative and collaborative planning effort affecting a shoreline within the boundaries of a party to this Agreement must be submitted to such party for its review and approval or rejection and may not be adopted unless approved by all affected parties.

4.4 It is a goal of the parties to reserve their jurisdiction over the streams and shorelines within their respective boundaries. Any shoreline master program or programs developed through cooperative and collaborative planning effort shall reserve to all parties their independent administrative jurisdiction over substantial development in their respective jurisdictions subject only to the provisions of Chapter 90.58 RCW.

4.5 It is a goal of the parties to pool and jointly use any available grant funds to satisfy costs incurred for scientific, technical, and other similar requirements of Chapter 90.58 RCW and to satisfy all grant program requirements related to shoreline master program development, including environmental review under SEPA, and thereafter, to the extent available, to satisfy administrative and other costs.

4.6 It is a goal of the parties to timely adopt a uniform shoreline master program by all jurisdictions or coordinated shoreline master programs by each jurisdiction in accordance with the requirements of Chapter 90.58 RCW and terms of the grant agreement.

5. Administrative structure.

This Agreement does not establish a separate legal entity. It designates a grant administrator and provides for a joint board to oversee shoreline master program development.

5.1 Grant administrator. The Board of Commissioners for Walla Walla County (Commissioners) is designated as the administrator for any and all grant funds received or made available to the parties through the State of Washington Department of Ecology to develop or amend their shoreline master programs. The Commissioners shall be responsible for satisfaction of grant administration requirements. The Commissioners shall consider the advice of the joint board and each party regarding the content of grant agreements and use of grant funds. The Commissioners shall have final authority over approval of grant agreements and use of grant funds in accordance with this Agreement.

5.1.1 Consultant and professional services

The Commissioners are authorized to use grant funds to retain and contract with

consultants and other professionals for services required to develop, draft, and process a shoreline master program or programs for final approval by Ecology. The Commissioners shall consider the advice of the Project Management Team and each party regarding the selection and hiring of consultants and other professionals. The Commissioners shall have final authority over the selection and hiring of consultants and other professionals except the project team leader.

5.1.2 Grant funding priorities

Grant funds shall be used in the following order of priority: (1) to pay for the cost of a qualified project team leader, (2) to pay for the cost of plans, studies, inventories, and other scientific or technical research, including GIS data that is generated by the Parties, required to develop a shoreline master program or programs that meet(s) the requirements of Chapter 90.58 RCW and the grant agreement, (3) to pay for consultants and other professional services required to draft and obtain final approval of shoreline master program or programs that meet(s) the requirements of Chapter 90.58 RCW and the grant agreement, (4) to pay for consultants and other professional services required for outside administrative assistance, (5) to pay for other outside costs required to develop and adopt shoreline master program or programs that meet(s) the requirements of Chapter 90.58 RCW and the grant agreement, (6) to reimburse the parties or any party for internal administrative costs.

The parties agree that they shall not be eligible for reimbursement of internal administrative costs until after provision has been made for payment of a qualified team leader, consultants, and professional services. The parties further agree that, within the confines of the state biennial budget, internal administrative costs shall be equitably reimbursed on a pro rata

basis if there are grant funds available to reimburse internal administrative costs but insufficient grant funds to pay all internal administrative costs. The Commissioners, in accordance with the Ecology grant agreement, shall have final authority to determine the reasonableness and amount of internal administrative costs.

For purposes of this Agreement, costs incurred by the Walla Walla Joint Community Development Agency or other agencies or entities with which any party or parties to this Agreement have already contracted for planning or administrative services at the time this Agreement is made shall be considered internal administrative costs.

5.1.3 Billing method and process

The Commissioners, in accordance with Ecology's administrative requirements for grants, may establish a reasonable billing method and process to be used for payment and reimbursement of costs. The Commissioners shall provide notice to the parties regarding the billing method and process, and the parties shall follow it.

5.2 Project Management Team

The development, drafting, and processing of a shoreline master program or programs shall be overseen by a five member project management team. Each party may appoint one member to the project management team and shall make provision for an alternate member to serve in the event that its appointed member is unavailable or unable to serve. The fifth member of the project management team shall be a qualified project team leader who shall be nominated by the Commissioners but must be approved by all parties.

Decision making by the project management team should be collaborative and by

consensus. However, in the event of impasse or disagreement a decision may be made by three of the five members of the project management team except as provided in 5.1.1.

5.2.1 The project management team shall coordinate and cooperate with the Washington State Department of Ecology.

5.2.2 The project management team shall develop an agreed-upon scope of work to be submitted to the Department of Ecology as documentation required to receive expected grant funds for cooperative shoreline master program 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 situations. Those needs will be addressed in the final scope of work and funding under the Ecology grant.

5.2.3 The project management team shall provide for public participation and opportunities for public input in the development and drafting of a shoreline master program or programs.

5.2.4 The project management team shall decide whether to develop a uniform shoreline master program that would apply throughout Walla Walla County while reserving each party's jurisdiction over shorelines within their respective boundaries or coordinated shoreline master programs for each jurisdiction which are consistent with the programs adopted by the other parties for their respective jurisdictions.

5.2.5 The project management team shall make decisions needed to develop, draft and timely process a shoreline master program or program(s) for approval in accordance with the time periods in the grant agreement.

5.2.5.1 The project management team shall submit a draft shoreline master program or programs to each party with reasonable time for all parties to consider and propose revisions prior to circulation of a final draft or drafts for approval.

5.2.5.2 The parties agree to propose revisions to any draft shoreline master program or programs to allow for timely final approval of a final draft or drafts.

5.2.6 The project management team shall make recommendations to the Commissioners regarding the selection and hiring of consultants and other professionals. Under the direction of the project management team, the project team leader shall supervise and direct any consultants and other professionals who are retained.

5.2.7 The project team leader and project management team will communicate via in-person meetings, telephone or e-mail to relay information, answer questions, or raise concerns. All members will respond promptly to communications. The project team leader will ensure that information related to the project is timely provided to the members, between the members, and between the members and the Washington State Department of Ecology.

5.2.8 The project team leader will cause to be distributed to each member an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

5.2.9 The project team leader will keep the official project records and make them available to the project management team. Project records shall be made available for public inspection in accordance with law.

6. Shoreline master program(s) approval

The parties recognize that shoreline master programs are subject to Washington State Department of Ecology's review and approval before they shall become effective. The parties also recognize that each local government may adopt and submit its own shoreline master program to the Washington State Department of Ecology for review and approval. Each party reserves its independent right to adopt and submit a shoreline master program for shorelines within its respective boundaries.

6.1 The parties will use their best efforts to jointly establish countywide shoreline goals, and a regional approach to public participation, a shoreline inventory, analysis, characterization, and identification of restoration opportunities.

6.2 The parties will use their best efforts to jointly develop shoreline environmental designations, restoration plans, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstrations. These designations, restoration plans, shoreline policies and regulations, and impacts assessment/no net loss demonstrations shall, to the maximum extent possible, respect the individual circumstances unique to the individual jurisdictions.

6.3 No party or parties to this Agreement may adopt a shoreline master program for any other party to this Agreement or compel its adoption of a shoreline master program. The parties agree that a shoreline master program or programs will be submitted to the Washington State Department of Ecology for approval only after such program or programs have been adopted by every jurisdiction whose shorelines might thereby be affected. In the event that a party does not timely adopt the shoreline master program or programs adopted by the project management team, the other parties may proceed to adopt it for all areas except those within the

boundaries of the non-approving party. Such non-approving party shall thereafter be solely responsible for development, drafting, and approval of a shoreline master program for its own jurisdiction at solely its own expense.

7. Funding

7.1 Shoreline Master Program Costs. The parties reasonably expect that a shoreline master program or programs may be timely developed, drafted and approved for a cost not exceeding available grant funds. The parties also understand however that there may be initial costs that are not covered by grant funds and that unforeseen circumstances could result in cost overruns.

7.1.1 The parties agree that the County shall contribute \$4,500, Prescott shall contribute \$900, Waitsburg shall contribute \$2300, and Walla Walla shall contribute \$2300 for initial costs that may not be covered by grant funds. The cities agree to submit payment of such amounts to the County within thirty days after this Agreement becomes effective. The County agrees to add such amounts to its contribution and manage and account for expenditure of those amounts solely for purposes of this Agreement. The County shall refund any unexpended amounts on an equitable pro rata basis

7.1.2 The parties designate Walla Walla County as the recipient for any grant funds made available by the Washington State Department of Ecology for purposes of cooperative development, drafting and approval of a shoreline management program or programs . The County agrees to manage and account for expenditure of those amounts solely for purposes of this Agreement.

7.1.3 In the event that the cost of meeting the requirements of the Shoreline Management Act and the grant agreement exceeds grant funding and the initial funding described in Section 7.1.1, the project management team shall recommend a cost-allocation to the parties to this Agreement. The parties agree that they will consider the allocation recommended by the project management teams and use their best efforts to agree upon an allocation. If the parties are unable to agree, the County's share will be 45%, Prescott's share will be 9%, Waitsburg's share will be 23%, and Walla Walla's share will be 23%.

A party shall be individually responsible to pay for additional costs incurred at the request of that party. A party shall be individually responsible for additional costs directly caused by the failure of that party to meet its obligations under this Agreement.

8. Property

8.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

8.2 All real and personal property used in the performance of this Agreement shall be acquired, held, and disposed of in the name of the County.

8.3 The cost of all real and personal property shall be the sole responsibility of the County.

8.4 The County shall own any said property or interests therein.

9. Termination of Agreement.

Any party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) 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.

10. Independent contractors.

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.

11. Hold harmless.

It is understood and agreed that each party will be solely 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.

12. Attorney fees.

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

13. Assignment.

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.

14. Third party beneficiaries.

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.

15. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a party at its address of its principal governmental office in care of its official clerk.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 team leader, who shall date it below, and shall cause one executed original to be filed with the Walla Walla County Auditor, retain one original for its records, and distribute conformed copies to the parties. 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 Walla Walla 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.

21. Ratification.

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

22. 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

23. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

24. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

Dated this 22nd day of April, 2013.

COUNTY OF WALLA WALLA
Perry J. Davis
CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

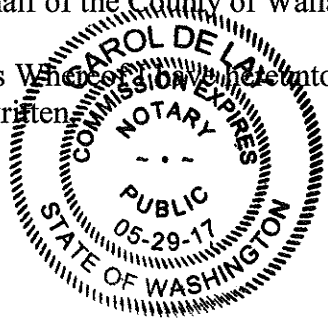
COUNTY OF WALLA WALLA
James K. Johnson
WALLA WALLA COUNTY
COMMISSIONER

COUNTY OF WALLA WALLA
Absent
WALLA WALLA COUNTY
COMMISSIONER

State of Washington
County of Walla Walla

On this 22 day of April, 2013, before me personally appeared Perry Dozier, ~~Greg Tompkins~~, and Jim Johnson to me known to be the Commissioners of the County of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said County of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the County of Walla Walla.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Carol DeLay

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: 5-29-2017

Dated this 22 day of April, 2013.

CITY OF PRESCOTT

MAYOR

State of Washington
County of Prescott

On this _____ day of _____, 2013, before me personally appeared _____, to me known to be the Mayor of the City of Prescott that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Prescott, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Prescott.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington

County of Walla Walla

On this _____ day of _____, 2013, before me personally appeared Perry Dozier, Greg Tompkins, and Jim Johnson to me known to be the Commissioners of the County of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said County of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the County of Walla Walla.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

Dated this 13th day of May, 2013.

CITY OF PRESCOTT

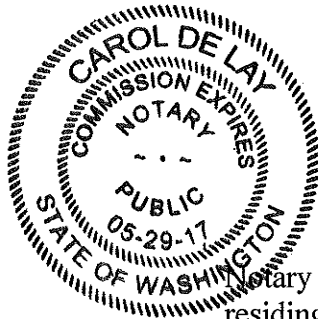
Steven Heimbigner
MAYOR

State of Washington
County of Prescott

On this 29 day of May, 2013, before me personally appeared Steven Heimbigner to me known to be the Mayor of the City of Prescott that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Prescott, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Prescott.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Carol De Ray



Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: 5-29-17

Dated this _____ day of _____, 2013.

CITY OF WAITSBURG

MAYOR

State of Washington
County of Waitsburg

On this _____ day of _____, 2013, before me personally appeared _____, to me known to be the Mayor of the City of Waitsburg that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Waitsburg, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Waitsburg.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

Dated this 29th day of April, 2013.

CITY OF WALLA WALLA

Nabiel Shawa
NABIEL SHAWA

CITY MANAGER

State of Washington
County of Walla Walla

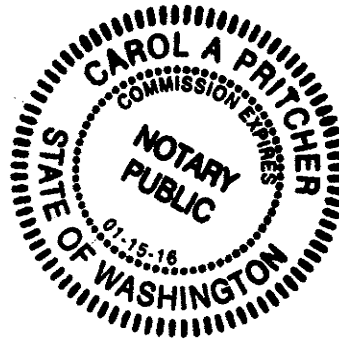
On this 29th day of April, 2013, before me personally appeared Nabil Shawa, to me known to be the City Manager of the City of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Walla Walla.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Carol A. Pritcher

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: 1-15-16



CITY OF WAITSBURG

W B Gobel
WALT GOBEL
MAYOR

State of Washington
County of Waitsburg

On this 15 day of May, 2013, before me personally appeared Walt Gobel, to me known to be the Mayor of the City of Waitsburg that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Waitsburg, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Waitsburg.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Randall J. Hinchliffe
Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: 2-19-17

