

#C-34-2014

**INTERLOCAL AGREEMENT (ILA) BETWEEN STEVENS COUNTY, AND THE CITY OF KETTLE FALLS, CITY OF NORTHPORT, AND CITY OF MARCUS FOR COOPERATIVE SHORELINE MASTER PROGRAM 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 Stevens County and the cities and /or local jurisdictions of Kettle Falls, Northport & Marcus (the “parties”). Specifically: 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 function or services which each is by law authorized to perform; and

WHEREAS, pursuant to the Shoreline Management Act, Chapter 90.58 RCW, Stevens County, and the cities within Stevens County having regulated shorelines within their jurisdictional boundaries, which Kettle Falls, Northport & Marcus is required to update their Shoreline Master Programs (SMPs) by December 1, 2014; and

WHEREAS, pursuant to the Shoreline Management Act, Chapter 90.58RWC, Stevens County and the cities within Stevens County associated with this agreement, have 2 years from the time the grant funding is accepted to complete the update process, with the option for a one year extension, should it be required.

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

WHEREAS, dependent upon funding provide by the legislature in July 2013, 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;

WHEREAS, by and through this ILA, the parties shall form a Shoreline Coalition for the purposes of development and adoption of Shoreline Master Programs;

**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 shoreline master programs updates using expected Department of 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 shoreline master programs 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 Coalition.
- b. **Project Manager.** Stevens County Land Services Department is the Project Manager designated to administer the Agreement.
- c. **Communications.** The Project Manager and Project Management Team will communicate via in-person meetings, 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 Parties, and between the Parties and the Washington State Department of 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 Coalition, however, Stevens County shall retain the sole decision making authority for the purposes of administering the Department of Ecology Grant and the administration of the agreement. Any decisions that need to be made shall be documented and retained by the Project Manager.
- f. **Records.** The Project Manger will keep the official project records and make them available to the Project Management Team.