

INTERLOCAL AGREEMENT OF NOVEMBER 22, 1996
AMONG
THE COASTAL COMMUNITIES OF SOUTHWESTERN WASHINGTON
FOR THE STUDY AND ANALYSIS OF COASTAL PROCESSES



AMENDMENT # 1 – EFFECTIVE JULY 1, 2005

- A. WHEREAS, areas along the coast of Southwestern Washington State are experiencing some of the highest rates of erosion and sediment transport in the world; and
- B. WHEREAS, Southwestern Washington Coastal communities are being adversely impacted by sediment accumulation within navigation channels causing potential safety hazards and viability of commercial navigation; and
- C. WHEREAS, many coastal communities in Southwestern Washington (“Coastal Communities”), navigation projects, cities, public infrastructure, natural resources, commercial industries, private property, and human life are being threatened with each storm; and
- D. WHEREAS, the Coastal Communities are interested in finding cost-effective, long-term and environmentally responsible methods to protect their resources from erosion and sedimentation; and
- E. WHEREAS, the Coastal Communities have been able to leverage local efforts to secure public funds to undertake vital projects at Westport, Tokeland, the mouth of the Columbia River, Ocean Shores, Port of Grays Harbor, and the Port of Willapa.
- F. WHEREAS, the Coastal Communities group needs to remain engaged, diligent, and well informed in pursuit of addressing and completing several ongoing projects together with addressing emerging issues as they arise that may adversely affect members individually and/or collectively.

NOW THEREFORE, the political subdivisions of Grays Harbor County and Pacific County (“Counties”), and the municipal corporations of Westport, Ocean Shores, Ilwaco, and Long Beach (“Cities”), and the Port of Grays Harbor, Port of Willapa Harbor, Port of Ilwaco, and Port of Peninsula (“Ports”), hereby enter into this Interlocal Agreement (“Agreement”) pursuant to RCW 39.34.030 and mutually promise and agree to the terms and conditions described herein.

1.0 PURPOSE

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

- 1.1 That the information obtained from earlier projects will have value to the Coastal Communities and the Ports.
- 1.2 That the Coastal Communities build on their past success and achieve greater economic prosperity for the region.
- 1.3 That Washington State policy supports environmentally sensitive responses to protect the Coastal Communities and their residents from erosion and sedimentation, if the projects are economically justified.
- 1.4 That state and federal funding sources are well-informed of Coastal Community options and needs
- 1.5 That state and federal agencies review and issue permits for Coastal Community projects in a timely and responsible fashion.

2.0 GOALS

The Counties, Cities and Ports shall work together throughout the term of this Agreement to achieve the following specific goals:

- 2.1 To participate with state and federal agencies to ensure that the information collected can be used as a work product and planning tool for the Coastal Communities and the state of Washington.
- 2.2 To obtain technical information concerning the causes of erosion, accretion, and sediment accumulation in areas on the Southwest Washington coast.
- 2.3 To develop an analysis of alternative methods for eliminating, reducing and/or managing the erosion and sediment transport rates in an effort to bring stability to the coastline where possible.
- 2.4 To identify those areas where cost effective solutions to the erosion and sedimentation problems are not available.
- 2.5 To obtain baseline data for future study and analysis of coastal shoreline related areas as the need may develop.
- 2.6 To acquire maps and graphic tools for understanding the coastal area erosion and accretion processes and projections of erosion and accretion along the coastal shoreline.
- 2.7 To seek adequate funding for the Coastal Communities to assume the continuation of data collection previously performed by the USGS/Ecology efforts.
- 2.8 To inform state and federal funding sources of project options, needs and issues of the Coastal Communities.

- 2.9 To work with the state of Washington to develop appropriate policy for coastal area processes and related projects.
- 2.10 To cooperate in seeking adequate funding for the Coastal Communities to identify, study and permit solutions to localized problems, and to assist each Coastal Community with the process as needed.

3.0 REPRESENTATIVES: MEETINGS OF COASTAL COMMUNITIES

The parties to this Agreement shall be the coordinators and representatives of the Coastal Communities within their respective jurisdictions. They will arrange and facilitate regular meetings of the Coastal Communities, not less than once every three months, to discuss the status, progress, funding, and schedule of the efforts, and to consider the advancement towards the goals stated herein.

4.0 LEAD AGENCY

For purposes of this Agreement, Grays Harbor County shall act as Lead Agency. The Lead Agency shall be responsible to perform the following tasks:

- 4.1 Negotiate or assist in negotiations as required and execute agreements with state agencies for grant funds.
- 4.2 Receive and disburse funds from the WSDOE, CTED, USGS, other state and federal agencies, the Counties, Cities, and Ports.
- 4.3 In the event any work must be performed by or on behalf of the parties to this Agreement pursuant to the terms hereof, the lead agency may, at the request of the project community, assist or facilitate the project, solicit Statements of Qualifications, negotiate scope of work, and execute contracts to perform the work. The Lead Agency shall not obligate the Counties, Cities or Ports to any financial responsibility without a prior approved letter of understanding.
- 4.4 Prepare and maintain proper records for accounting and administration.

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.

5.0 FUNDING

The activities of the parties as described herein, and as may be further defined by the parties hereafter to achieve the stated goals, shall be funded from the following sources:

- 5.1 Funds made available from the WSDOE through the FCAAP or CTED and/or other state allocated resources.
- 5.2 Funds made available from Federal allocated sources.
- 5.3 Funds from Counties, Cities and Ports.

Funds from parties may be required if necessary for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. In no event shall each City, County or Port be responsible for additional funds without prior written approval of the City, County or Port.

6.0 TERM OF AGREEMENT

This Agreement shall terminate on December 31, 2007, or such earlier or later date, as the parties shall agree.

7.0 MODIFICATION

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

8.0 PRIOR AGREEMENTS

This document 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 the subject matter contained herein.

9.0 COUNTERPARTS

This Agreement may be executed in counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of July 1, 2005.

PACIFIC COUNTY



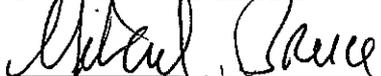
Norman "Bud" Cuffel, Chairman
Board of County Commissioners
Approved 7/10/05

GRAYS HARBOR COUNTY



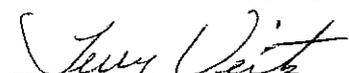
Bob Beerbower, Chairman
Board of County Commissioners

CITY OF WESTPORT



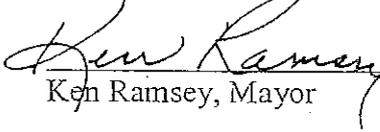
Michael Bruce, Mayor

CITY OF OCEAN SHORES

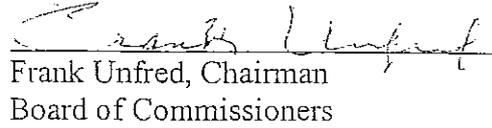


Terri Veitz, Mayor

CITY OF LONG BEACH


Ken Ramsey, Mayor

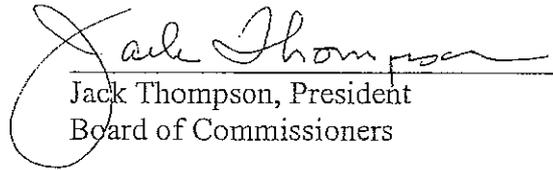
PORT OF ILWACO


Frank Unfred, Chairman
Board of Commissioners

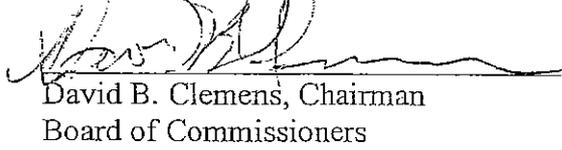
PORT OF WILLAPA HARBOR


Tim Bond, Chairman
Board of Commissioners

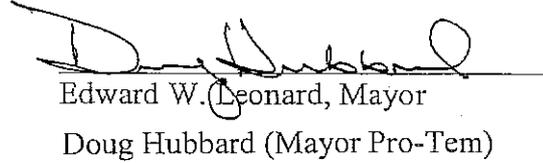
PORT OF GRAYS HARBOR


Jack Thompson, President
Board of Commissioners

PORT OF PENINSULA


David B. Clemens, Chairman
Board of Commissioners

CITY OF ILWACO


Edward W. Leonard, Mayor
Doug Hubbard (Mayor Pro-Tem)