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Document Title(s)

Interlocal Agreement

Reference Numbers(s) of related documents:

n/a

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Clark County

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Camas, Washouak, Ridgefield, Kelso, Battle Ground,
The town of Yacolt, and City of Vancouver

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY, THE CITIES OF CAMAS, WASHOUGAL,
RIDGEFIELD, LA CENTER,
BATTLE GROUND, THE TOWN OF YACOLT,
AND THE CITY OF VANCOUVER
FOR
COOPERATIVE SHORELINE MASTER PROGRAMS UPDATE**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, the Town of Yacolt, and the City of Vancouver, all municipal corporations of the State of Washington ("the Parties").

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, Clark County, and the cities within Clark County having regulated shorelines within their jurisdictional boundaries, which are Vancouver, Camas, Washougal, Ridgefield, and La Center, are required to update their Shoreline Master Programs (SMPs) by December 1, 2011; and

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

WHEREAS, dependent upon funding provided by the legislature, in July 2009, 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 cooperative 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;

NOW, THEREFORE,

The Parties agree as follows:

SECTION 1. ADOPTION OF RECITALS. The recitals set forth above are hereby adopted as the factual basis for this Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to set forth:

- A. An administrative structure;
- B. Agreed-upon goals; and
- C. Identified tasks and responsibilities

necessary for cooperative shoreline master programs updates using expected Department of Ecology grant funds, as set forth in the recitals of this Agreement.

SECTION 3. ADMINISTRATIVE STRUCTURE. This Agreement does not establish a separate legal entity to carry out the cooperative shoreline master programs updates undertaken herein. The following paragraphs make provision for a joint board and administrator responsible for the undertaking.

A. Project Management Team. A Project Management Team consisting of two planners representing the City of Vancouver, two planners representing Clark County, and one planner representing each of the other Parties is hereby established.

B. Project Manager. The City of Vancouver is the Project Manager designated to administer this 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 the 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 will ordinarily be by consensus, but if no consensus can be reached, decision-making will be by majority vote of all Parties, with each Party having one vote. In the event of a tie vote, the Project Manager will make the final decision.

F. Record-Keeping. The Project Manager will keep the official project records and make them available to the Project Management Team.

SECTION 4. AGREED-UPON GOALS. The Parties agree to the following goals necessary for cooperative shoreline master programs updates:

- A. It is the Parties' intent to develop consistent SMPs.
- B. Each Party will cooperate to carry out the terms of the grant agreement with Ecology.
- C. The Parties establish the following priorities, in priority order, for

spending grant dollars:

1. Shoreline inventory
2. Shoreline analysis
3. Shoreline characterization
4. Shoreline Environment Designations
5. Cumulative Impacts Assessment/No Net Loss Demonstration
6. Identification of Restoration Opportunities
7. Public Involvement

D. The Parties will jointly establish countywide shoreline goals, and a regional approach to public participation, the SMP inventory, analysis, characterization, and identification of restoration opportunities.

E. To the extent possible, the Parties will jointly develop shoreline environment designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration.

SECTION 5. IDENTIFIED TASKS AND RESPONSIBILITIES.

A. The Project Management Team will jointly develop an agreed-upon Scope of Work to be submitted to the Department of Ecology as documentation required to obtain expected grant funds for cooperative shoreline master programs 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. A copy of the most current draft of the agreed-upon Scope of Work is attached hereto as Exhibit A.

B. The Parties hereby designate the City of Vancouver as the "Recipient" of any

Department of Ecology Shoreline Management Act grant funds made available to the Parties for purposes of cooperative development of updated Shoreline Master Programs.

C. As Recipient of Department of Ecology grant funds, the City of Vancouver will be responsible to the Department of Ecology for administration of the grant, and for submission to the Department of Ecology of all required deliverables, reports, and accounting for funds as required by the grant agreement. A sample of the typical grant agreement cover sheet is attached hereto as Exhibit B.

D. The City of Vancouver 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 the Department of Ecology, the City of Vancouver will enter into any necessary contracts for performance of those technical consultant services, using funds obtained from the grant.

E. Each Party except the Town of Yacolt will take legislative action to adopt a locally-adapted SMP and submit it to Ecology for approval as required. Clark County, and the Cities of Vancouver, Camas, Washougal, Ridgefield, La Center, will each take legislative action to adopt its own locally-adapted SMP. The City of Battle Ground, having regulated shorelines within only its urban growth boundary, will take legislative action to adopt a pre-planning SMP that will become effective if and when the regulated shorelines are annexed. The Town of Yacolt, having no regulated shorelines currently within its town limits or urban growth boundary will not adopt an SMP.

SECTION 6. TERM. This Agreement shall become effective upon the date it is recorded with the Clark County Auditor. It shall remain in effect through December 1, 2012.

SECTION 7. TERMINATION. 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.

SECTION 8. EXTENSIONS. The term of this Agreement may be extended for one additional year, until December 1, 2013, by mutual written agreement of all Parties, if necessary to complete work under the grant. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The County Administrator 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.

SECTION 9. COST OF SERVICE. No party will charge another party for services rendered under this agreement except as provided for under separate, existing agreements.

SECTION 10. 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.

SECTION 11. DISPUTE RESOLUTION. Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved pursuant to Section 3E may be submitted to mediation.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. ATTORNEYS FEES AND COSTS. All Parties shall bear their own attorneys fees and costs of enforcing the rights and responsibilities under the contract.

SECTION 15. ASSIGNMENT/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.

SECTION 16. 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 there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City of Vancouver:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Marian Lahav, Senior Planner

To the CITY OF VANCOUVER:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Cathreen Richards, Associate Planner

To Clark County:

CLARK COUNTY
Community Planning
PO Box 9810
Vancouver, WA 98666-9810
Attention: Gordon Euler, Senior Planner

To Clark County:

CLARK COUNTY
Community Planning
PO Box 9810
Vancouver, WA 98666-9810
Attention: Gary Albrecht, Planner

To the CITY of CAMAS:

CITY OF CAMAS
Planning Division
616 NE 4th Avenue
Camas, WA 98607
Attention: Phil Bourquin, Community Development Director

To the CITY OF WASHOUGAL:

CITY OF WASHOUGAL
Community Development
1701 C Street
Washougal, WA 98671
Attention: Joanne Boys, Community Development Director

To the CITY OF RIDGEFIELD:

CITY OF RIDGEFIELD:
Community Development
PO Box 608
Ridgefield, WA 98642
Attention: Dale Schulze, Senior Planner

To the CITY OF LA CENTER:

CITY OF LA CENTER:
City Planner
419 E Cedar Avenue, Suite A201
La Center, WA 98629
Attention: Dale Miller, City Planner

To the CITY OF BATTLE GROUND:

CITY OF BATTLE GROUND
Planning Department
109 SW 1st Street, Suite 127
Battle Ground, WA 98604
Attention: Robert Maul, Community Development Director

To the TOWN OF YACOLT:

TOWN OF YACOLT
P.O. Box 160
Yacolt, WA 98675
Attention: Rod Orlando, Town Planning Consultant
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.

SECTION 18. 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.

SECTION 19. 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. Its duration is as specified in Section 6 (Term). Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 9 (Cost of Service) and 10 (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.

SECTION 20. 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.

SECTION 21. 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.

SECTION 22. COUNTERPARTS. This Interlocal 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.

SECTION 23. DOCUMENT EXECUTION AND FILING. The Parties agree that there shall be 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 Clark County

Auditor, retain one original for its records, and distribute conformed copies to the designated agents of the parties set forth in Section 17. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon filing with the Clark County Auditor of the signed original, and posting of a copy on the City's website, such signed original shall constitute an Agreement binding upon the parties.

SECTION 24. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 25. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

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 18th day of May, 2009.

FOR CITY OF BATTLE GROUND, a municipal corporation

By: _____
Dennis Osborn, City Manager

ATTEST:

By: _____
Claire Linder, City Clerk

APPROVED as to form:

By: _____
Brian H. Wolfe, City Attorney

FOR CITY OF CAMAS, a municipal
Corporation

By: _____
Paul Dennis, Mayor

ATTEST:

By: _____
Joan Durgin, City Clerk

APPROVED as to form:

Knapp, Odell, MacPherson, City Attorney

FOR CLARK COUNTY, a municipal
corporation

By: _____
Bill Barron, County Administrator

ATTEST:

By: _____
Louise Richards, Clerk of the Board

APPROVED as to form:

By: _____
Christine M. Cook, Deputy Prosecuting Attorney

FOR CITY OF LA CENTER, a municipal corporation

By: _____
James T. Irish, Mayor

ATTEST:

By: _____
Suzanne Levis, Finance Director/Clerk

APPROVED as to form:

By: _____
Daniel Kearns, City Attorney

FOR CITY OF RIDGEFIELD, a municipal corporation

By: _____
Justin Clary, City Manager

APPROVED as to form:

By: _____
Chris Sundstrom, City Attorney

FOR CITY OF VANCOUVER, a municipal corporation

SIGNATURE ON FILE

By: _____
Pat McDonnell, City Manager

ATTEST:

By: _____
R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

APPROVED as to form:

SIGNATURE ON FILE

By: _____
Ted H. Gathe, City Attorney

FOR CITY OF WASHOUGAL, a municipal corporation,

By: _____
Stacee S. Sellers, Mayor

APPROVED as to form:

By: _____
Don English, City Attorney

FOR TOWN OF YACOLT, a municipal corporation

By: _____
Joseph O. Warren, Mayor

by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

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 _____ day of _____, 20____.

FOR CITY OF BATTLE GROUND, a municipal corporation

By: _____
Dennis Osborn, City Manager

ATTEST:

By: _____
Claire Lider, City Clerk

APPROVED as to form:

By: _____
Brian H. Wolfe, City Attorney

FOR CITY OF CAMAS, a municipal Corporation

← SIGNATURE ON FILE

By: _____
Paul Dennis, Mayor

ATTEST:

SIGNATURE ON FILE

By: _____
Joan Durgin, City Clerk

APPROVED as to form:

SIGNATURE ON FILE _____

Knapp, Odell, MacPherson, City Attorney

FOR CLARK COUNTY, a municipal
corporation

By: _____
Bill Barron, County Administrator

ATTEST:

By: _____
Louise Richards, Clerk of the Board

APPROVED as to form:

By: _____
Christine M. Cook, Deputy Prosecuting Attorney

FOR CITY OF LA CENTER, a municipal
corporation

By: _____
James T. Irish, Mayor

ATTEST:

By: _____
Suzanne Levis, Finance Director/Clerk

APPROVED as to form:

By: _____
Daniel Kearns, City Attorney

APPROVED as to form:

By: _____
Brian H. Wolfe, City Attorney

FOR CITY OF CAMAS, a municipal
Corporation

By: _____
Paul Dennis, Mayor

ATTEST:

By: _____
Joan Durgin, City Clerk

APPROVED as to form:

Knapp, Odell, MacPherson, City Attorney

FOR CLARK COUNTY, a municipal
corporation

SIGNATURE ON FILE

By: _____
Bill Barron, County Administrator

ATTEST:

SIGNATURE ON FILE

By: _____
Louise Richards, Clerk of the Board

APPROVED as to form: / / /

By: _____
Christine M. Cook, Deputy Prosecuting Attorney

APPROVED as to form:

Knapp, Odell, MacPherson, City Attorney

FOR CLARK COUNTY, a municipal
corporation

By: Bill Barron, County Administrator

ATTEST:

By: Louise Richards, Clerk of the Board

APPROVED as to form:

By: Christine M. Cook, Deputy Prosecuting Attorney

FOR CITY OF LA CENTER, a municipal
corporation

By: (SIGNATURE ON FILE)
James T. Irish, Mayor

ATTEST:

By: (SIGNATURE ON FILE)
Suzanne Levis, Finance Director/Clerk

APPROVED as to form:

By: (SIGNATURE ON FILE)
Daniel Kearns, City Attorney

FOR CITY OF RIDGEFIELD, a municipal corporation

SIGNATURE ON FILE
By: _____
Justin Clary, City Manager

APPROVED as to form:

SIGNATURE ON FILE
By: _____
Chris Sundstrom, City Attorney

FOR CITY OF VANCOUVER, a municipal corporation

By: _____
Pat McDonnell, City Manager

ATTEST:

By: _____
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPROVED as to form:

By: _____
Ted H. Gathe, City Attorney

FOR CITY OF WASHOUGAL, a municipal corporation

By: _____
Stacee S. Sellers, Mayor

APPROVED as to form:

FOR CITY OF RIDGEFIELD, a municipal corporation

By: _____
Justin Clary, City Manager

APPROVED as to form:

By: _____
Chris Sundstrom, City Attorney

FOR CITY OF VANCOUVER, a municipal corporation

By: _____
Pat McDonnell, City Manager

ATTEST:

By: _____
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPROVED as to form:

By: _____
Ted H. Gathe, City Attorney

FOR CITY OF WASHOUGAL, a municipal corporation

By: (SIGNATURE ON FILE) _____
Stacey S. Sellers, Mayor

APPROVED as to form:

SIGNATURE ON FILE

By: Don English
Don English, City Attorney

FOR TOWN OF YACOLT, a municipal
corporation

By: _____
Joseph O. Warren, Mayor

By: _____
Don English, City Attorney

FOR TOWN OF YACOLT, a municipal
corporation

By: _____
SIGNATURE ON FILE
Joseph O. Warren, Mayor

2009 COMPREHENSIVE SHORELINE MASTER PROGRAM UPDATE

Description: Clark County and its cities will complete updates to their Shoreline Master Programs (SMPs) in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act and the 2003 Shoreline Master Program Guidelines. This project will be phased as recommended by the Washington State Department of Ecology (ECY):

- Phase 1. Identify preliminary shoreline jurisdictions; develop and implement (throughout the process) a public participation program; and conduct a shoreline inventory;
- Phase 2. Conduct shoreline analysis and characterization;
- Phase 3. Develop shoreline environmental designations, policies and regulations;
- Phase 4. Prepare cumulative impacts analysis and restoration plans;
- Phase 5. Conduct local approval processes and submit updated SMPs for ECY approval;
- Phase 6. ECY conducts state approval process.

Roles: Clark County and its local jurisdictions have formed a partnership to update their Shoreline Management Programs (SMPs) before the statutory deadline of December 1, 2011. The Partnership group consists of representatives from Clark County and the local jurisdictions within it (Cities of Vancouver, Camas, Washougal, Ridgefield, Battleground, and La Center and the Town of Yacolt). This partnership has been formed to help streamline the SMP process and obtain the best value for the limited state grant funds. The partnership will jointly establish countywide shoreline goals, and a regional approach to public participation, the SMP inventory, analysis, characterization, and identification of restoration opportunities. To the extent possible, the Partnership will jointly develop shoreline environment designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration. Each jurisdiction except the Town of Yacolt will conduct its own local adoption process and submit its updated SMP to the Washington State Department of Ecology (ECY) for approval. The Town of Yacolt will not complete an update because it does not currently have shorelines within its town limits or urban growth boundary. However, it is close to Clark County shorelines and will be representing its interest in those shorelines and its future growth during this process.

Coordination:

Department of Ecology - The Partnership will coordinate throughout the SMP development process with ECY as provided for in the Guidelines. ECY will meet with the Partnership to present and discuss data sources and approaches to shoreline inventory, analysis, and characterization prior to initiation of work. ECY will also provide ongoing technical assistance on data sources and approaches and will evaluate consistency of products with the SMA and applicable guidelines.

The Partnership will provide ECY opportunities for review of draft products at appropriate times during the process. ECY will provide comments within 14 calendar days of the date the draft products are sent electronically for review. If no response is received within that time, the draft products will be considered sufficient and satisfactory by ECY and the Partnership will continue moving forward. The Partnership will be reasonable in accommodating ECY requests for

additional time for review and comment, and ECY will be cognizant and respectful of the project timeline and will not unduly delay its response.*

Other interests - The Partnership will actively coordinate with other state agencies, tribes, and neighboring jurisdictions as provided in the Guidelines and SMA procedural rules. The Partnership will also identify additional entities that may have useful technical, scientific and cultural information, such as but not limited to: federal agencies, environmental groups and clubs, outdoor groups and clubs, universities and colleges, local Native American groups, neighborhood associations and historical societies to ensure effective collaboration, consideration of diverse perspectives and interests, and coordinated data and resource sharing. ECY will actively assist in the resolution of technical or regulatory issues at the request of the partners, should any arise.

Work Program: The following SMP update tasks will be performed in phases. Deliverables will be provided for ECY as outlined below. In addition, a copy of each deliverable will be produced for each jurisdiction in the Partnership.

PHASE 1: PRELIMINARY SHORELINE JURISDICTION, PUBLIC PARTICIPATION PLAN AND SHORELINE INVENTORY

Task 1.1: Identify shoreline jurisdiction

- Prior to receiving grant funds, a single map identifying current shorelines (including shorelands) for the entire county will be produced.
- After grant funding is secured, this map will be updated and refined using more recent existing data (USGS, Ecology, other) and information provided by the public.
- Each partner jurisdiction will determine which, if any, of the optional shorelands to include in its shoreline jurisdiction. The shoreline map will include these optional areas.
- The map will be provided to each jurisdiction in the Partnership and ECY for review and comment.

Deliverables:

- A preliminary digital map of the partner jurisdictions' shorelines (including shorelands) that are subject to regulation under SMA through local SMPs based on available existing information.

Task 1.2: Develop public participation program

- A Public Participation Plan (PPP) will be written in a manner that is consistent with SMA and the SMP Guidelines. The PPP will include strategies for individual cities and rural Clark County; each city's Urban Growth Area (UGA) as well as Countywide.
- The PPP will identify stakeholder group(s), specific objectives, implementation strategies, and will establish timelines for public participation activities.
- Related materials will be designed to assist in implementing the plan at the individual city, UGA and Countywide levels.

- The Partnership will review the PPP and request revisions as needed per jurisdiction and Countywide. The PPP will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverables:

- A digital copy of the Public Participation Plan and accompanying materials.
- Public participation updates will be submitted in quarterly progress reports.

Task 1.3: Conduct Shoreline Inventory

- The shoreline inventory will be conducted using best available science by compiling all pertinent, existing, and reasonably available data, plans, studies, maps, inventories, and other applicable information. A Geographic Information System (GIS) will be used with existing data sources to evaluate existing conditions. Working inventory maps will be created at the appropriate scale for analysis.
- The following information and data will be collected to the extent that such information is pertinent and reasonably available:
 - Shoreline and adjacent land use patterns with transportation and utility facilities, including the extent of existing structures, impervious surfaces, and vegetation and shoreline modifications in shoreline jurisdiction;
 - Critical areas (wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, frequently flooded areas) and shorelines of statewide significance;
 - Degraded areas and sites with potential for ecological restoration.
 - Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, or eroding shorelines;
 - Existing and potential shoreline public access sites, including public right-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms;
 - General location of channel migration zones and floodplains;
 - Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development;
 - Archaeological or historic resources in shoreline jurisdiction;
 - Conditions and regulations in shoreland and adjacent areas that affect shorelines, such as surface water management and land use regulations.
- The public will be engaged in the inventory process to help develop countywide shoreline goals; identify shoreline jurisdictions; and highlight shoreline issues and opportunities.
- A digital draft list of inventory data sources will be reviewed and modified by the Partnership as necessary and provided to ECY for review and comment.

Deliverables:

- A digital draft list of inventory data sources.
- Digital working maps of the inventory information displayed at appropriate scales.
- A complete shoreline inventory

Task 1.4: Demonstrate Phase 1 Compliance with Guidelines

- A description of how Phase 1 work products comply with the SMP Guidelines by completing the relevant sections of the SMP submittal checklist.

Deliverable:

- SMP submittal checklist that documents how the work products created in Phase 1 comply with the SMP Guidelines.

PHASE 2: SHORELINE ANALYSIS AND CHARACTERIZATION

Task 2.1: Conduct Analysis of the Shoreline Inventory

- The Partnership will analyze the existing data and information collected during Phase 1 as it relates to the development of an effective SMP that complies with the requirements in the Guidelines. The analysis will include:
 - Task 2.1.1: Characterization of ecosystem-wide processes;
 - Task 2.1.2: Characterization of shoreline functions and reach analysis;
 - Task 2.1.3: Identification of potential protection and restoration areas.

Task 2.1.1: Characterization of the ecosystem-wide processes

Much of the shoreline analysis and characterization at the ecosystem level has been completed and can be found in the 2005 Shoreline Characterization for Clark County and current updates. This work has been approved by ECY to use for the characterization of the ecosystem-wide process portion of the update. The Partnership will thoroughly review this document and use all applicable information. Any information and data necessary to meet SMP Guidelines not found in the 2005 Shoreline Characterization for Clark County will be collected to the extent that such information is pertinent and reasonably available. This characterization may include:

- The basic geographic context including geology, soils, topography, climate, vegetation and drainage patterns and a description of how it is relevant to the shorelines.
- The location and nature of major land uses.
- The location and nature of known pertinent regulatory activities (e.g. TMDL, ESA listings, and contaminated sites).
- Identification of issues that can be addressed through the SMP and what issues are being addressed through other planning and regulatory implementation.
- Identification of preliminary opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline form and function.

Deliverable:

- Draft characterization of shoreline processes and functions.

Task 2.1.2: Characterize shoreline functions and reach analysis

This will be a more detailed analysis of the shoreline jurisdictions that includes a narrative with reference to maps. The shoreline will be separated into reaches based on land use and ecological processes. Functions will be described as they are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological and land use components within the shoreline jurisdiction; and
- Evaluate and assess shoreline ecological function based on current scientific understanding of the relationship between the conditions of ecosystem-wide processes and conditions within shoreline jurisdiction.
- ECY will work with the Partnership responsively, efficiently, and promptly to come to agreement on the methodology and specifications/parameters for the characterization of shoreline functions.
- A draft of the characterization of shoreline functions will be provided to each jurisdiction in the Partnership and ECY for review and comment.

Deliverable:

- Characterization of shoreline processes and functions.

Task 2.1.3: Identify potential protection and restoration areas

As part of the characterization process, opportunities will be identified for protection/restoration of upland and adjacent areas essential for maintaining the shorelines ecological form and function.

- A draft list of the identified opportunities for protection/restoration will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable:

- List of potential protection and restoration opportunities.

Task 2.2: Analyze shoreline use and public access

- Analyze current public use sites and sites that provide an opportunity for additional future public access.
- Analyze current and projected shoreline use patterns and potential use conflicts. Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
- Analyze opportunities for appropriate shoreline (SMA preferred) uses and potential conflicts based on current use patterns and projected trends.
- ECY will work with the Partnership responsively, efficiently, and promptly to come to agreement on the methodology and specifications/parameters for the shoreline use and public access analysis.
- The draft shoreline use and public access analysis will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable:

- A shoreline use and public access analysis.

Task 2.3: Summarize characterization and analyses findings and make recommendations

- The Partnership will prepare a report and map portfolio that summarizes the assembled information and data as it relates to the development of an effective SMP. The report will present findings and recommendations in a way that is useful for making planning decisions. For example, significant features of the landscape and activities occurring in adjacent lands that affect shoreline ecological function will be clearly described. More detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting and restoring ecological functions;
 - Addressing the special requirements of shorelines of statewide significance;
 - Providing public access; and
 - Accommodating appropriate water-oriented uses.

This report and map portfolio will provide a foundation for establishing environment designations and implementing regulations. The report will also identify data gaps, focusing on information that would be useful to support plan development and implementation.

The final report will include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the final analysis report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps illustrating the county/city location in the state, and delineating county/city and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. Maps at the shoreline management reach scale will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

- The draft shoreline analysis report and map portfolio will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable

- Final shoreline analysis report and accompanying map portfolio.

Task 2.4: Demonstrate Phase 2 Compliance with Guidelines

- The Partnership will describe how the Phase 2 work products comply with the SMP Guidelines by completing the relevant sections of the SMP submittal checklist.

Deliverables (submitted in digital copies with accompanying maps):

- SMP submittal checklist that documents how the work products created in Phase 2 comply with the SMP Guidelines.

PHASE 3: SHORELINE ENVIRONMENT DESIGNATION, POLICY AND REGULATION DEVELOPMENT

To the extent possible, the Partnership will jointly develop shoreline policies, regulations and standards, and shoreline environmental designations with environment-specific policies, regulations and standards. Acknowledging that local variation in policies, regulations, and standards is likely, it is the intent of the Partnership that the SMPs maintain the greatest degree of consistency possible.

Task 3.1: Conduct a visioning process for countywide, UGAs, and individual cities that are based on SMA policy and inventory/characterizations

- The Partnership will conduct a community visioning process for countywide and for each jurisdiction including its UGA to determine what citizen goals and aspirations are in the context of the preliminary findings of the shoreline inventory and characterization. The visioning process will identify shoreline issues and opportunities. It will be used to prepare strategies for shoreline uses including public access, resource protection, restoration and economic development that are consistent with SMA policy and SMP Guidelines objectives.

Deliverable (submitted in three hard copies and one digital copy with accompanying maps):

- Strategies for shoreline uses, public access, resource protection, restoration, and economic development based on the local communities' shoreline visions.

Task 3.2: Develop countywide goals and general policies and regulations

- The Partnership will prepare countywide shoreline goals and general shoreline policies and regulations that are applicable to all jurisdictions and comply with SMA and the SMP Guidelines, and also reflect the public visioning process.
- Digital drafts of the countywide shoreline goals and general policies and regulations will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable (submitted in three hard copies and one digital copy with accompanying maps)

- Countywide shoreline goals
- General policies and general regulations.

Task 3.3: Develop shoreline environment designations and environment-specific policies and regulations:

- The Partnership will develop environment designations that comply with the SMP Guidelines and reflect the findings of the shoreline inventory, characterization and the public visioning process. Justification will be provided for proposed shoreline environment designations. Draft map(s) will be prepared that illustrate the land and water areas contained within the mapped shoreline environment designation boundaries and any changes proposed from existing designations.

- Digital drafts of the shoreline environment designations, shoreline environment designation maps, and shoreline environment designation-specific policies and regulations will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverables (submitted in three hard copies and one digital copy with accompanying maps)

- Draft environment designations
- Draft environment-specific policies and regulations
- Draft environment designation maps

Task 3.4: Develop shoreline specific use policies, regulations, and standards:

- The Partnership will draft specific use policies and regulations that are consistent with the SMP guidelines. These policies and regulations may be applicable throughout the local governments' shoreline jurisdictions, but are most likely to apply individually to particular jurisdictions. The draft shoreline specific use policies and regulations will identify:
 - Shoreline use policies and regulations;
 - Which shoreline uses are prohibited and which are allowed by substantial development permit or conditional use permit;
 - Bulk dimensional standards (buffers, setback, density, etc);and
 - Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.
 - Digital drafts of the specific use policies, regulations, and standards will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable (submitted in three hard copies and one digital copy with accompanying maps)

- Shoreline specific use policies, regulations and standards

Task 3.5: Develop shoreline modification activity policies, regulations, and standards

- The Partnership will draft shoreline modification activity policies and regulations that are consistent with the SMP guidelines. These policies and regulations may be applicable throughout the local governments' shoreline jurisdictions, but are most likely to apply individually to particular jurisdictions. The draft shoreline specific use policies and regulations will identify:
 - Shoreline modification activity goals and policies;
 - Which shoreline modification activities are prohibited and which are allowed by substantial development permit or conditional use permit;
 - Bulk dimensional standards (buffers, setback, density, etc);
 - Shoreline modification activity standards; and
 - Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.
 - Conduct case studies as appropriate to evaluate and communicate to the public the effects of proposed goals, policies, regulations and standards.

- Digital drafts of the modification activity policies, regulations, and standards will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable (submitted in three hard copies and one digital copy with accompanying maps)

- Shoreline modification activity policies, regulations and standards.

Task 3.6: Draft SMP administrative provisions

- Draft provisions for SMP administration, including necessary elements for permit administration, compliance, and enforcement. Generic provisions will be adapted to fit the permitting procedures of each jurisdiction.
- Draft definitions.
- Digital drafts of the administrative provisions and definitions will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverable (submitted in three hard copies and one digital copy with accompanying maps)

- Administrative provisions
- Definitions

Task 3.7: Demonstrate Phase 3 Compliance with Guidelines

- The Partnership or local jurisdiction will describe how the Phase 3 work products comply with the SMP Guidelines by completing the relevant sections of the SMP submittal checklist.
- The Partnership or local jurisdiction will demonstrate how the shoreline inventory characterization findings are reflected in proposed SMP policies, regulations, environment designations and restoration strategies.

Deliverables (submitted in three hard copies and one digital copy with accompanying maps):

- SMP submittal checklist that documents how the work products created in Phase 3 comply with the SMP Guidelines.
- A final report demonstrating how the shoreline inventory characterization findings are reflected in proposed SMP policies, regulations, environment designations and restoration strategies.

PHASE 4. CUMULATIVE IMPACTS ANALYSIS AND RESTORATION PLANNING AND REVISITING PHASE 3 PRODUCTS AS NECESSARY

This phase of the SMP Update will be done jointly as much as possible, but will require a separate Cumulative Impacts Analysis and a separate Restoration Plan for each of the jurisdictions.

Task 4.1: Cumulative impacts analysis

- The Partnership or local jurisdiction will evaluate cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the SMP update

process. Case studies will be used as much as appropriate to determine cumulative impacts. Adjustments will be made, as necessary, to the proposed SMP provisions, based on the findings from the cumulative impacts analysis to demonstrate how no net loss of ecologic function and SMA use preferences will be achieved. The analysis will also identify how the proposed SMP standards will avoid and offset expected impacts from future permitted and exempt shoreline development.

- ECY will work with the Partnership or local jurisdiction and its Partnership(s) responsively, efficiently, and promptly to come to agreement on the methodology and specifications/parameters for the cumulative impacts analysis and demonstration of no net loss of ecological function.
- A draft of the cumulative impacts analysis and demonstration of no net loss of ecological function will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverables (submitted in three hard copies and one digital copy with accompanying maps):

- A report identifying adjustments made to the SMP as a consequence of evaluating anticipated cumulative impacts, including demonstration of how no net loss of ecological functions will be achieved over time through implementation of the updated SMP.

Task 4.2: Restoration planning

- The findings from the completed cumulative impacts analyses will be used by the Partnership to develop a restoration plans. The plan will establish overall goals, objectives, and priorities in each shoreline area for restoration of ecological functions. Current and ongoing programs that contribute to achieving these goals, as well as additional projects necessary for a successful restoration plan will be identified. In addition, an implementation strategy, including funding, timelines, and benchmarks will be developed. Identification of specific prioritized restoration projects may be included as an appendix to the SMP.
- A draft of the restoration plan will be provided to each jurisdiction in the Partnership and ECY for review and comment.*

Deliverables (submitted in three hard copies and one digital copy with accompanying maps):

- A complete restoration plan.

Task 4.3: Demonstrate Phase 4 Compliance with Guidelines

- The Partnership will describe how the Phase 4 work products comply with the SMP Guidelines by completing the relevant sections of the SMP submittal checklist.

Deliverables (submitted in three hard copies and one digital copy with accompanying maps):

- SMP submittal checklist that documents how the work products created in Phase 4 comply with the SMP Guidelines.

PHASE 5: LOCAL APPROVAL

Each jurisdiction (except the Town of Yacolt) will conduct a local review and adoption process for its proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP will contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

The partnership jurisdictions will continue to communicate and coordinate with each other throughout this phase to maintain as much consistency as possible among individual SMPs.

Task 5.1: Assemble a complete draft SMP

- Each jurisdiction will assemble a complete draft SMP that includes supporting documentation and submit it to ECY for review and comment.

Deliverables

- Final draft SMPs

Task 5.2: ECY review of final draft SMPs

- ECY will review each jurisdiction's submitted final draft SMP and provide comments to the Partnership and local jurisdiction within 21 calendar days of the date the final draft SMP is sent electronically or within 24 days of the date the draft SMP is sent via US mail. If no response is received within that time period or an extension granted by the local jurisdiction, the draft final SMP will be considered sufficient and satisfactory by ECY.

Deliverable from ECY to Partnership/Local Jurisdictions

- ECY's responses to each of the draft SMPs
- After receipt of ECY's comments, the Partnership will make any necessary revisions to their final draft SMPs.

Task 5.3: SEPA review and documentation

- Each jurisdiction will conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act.

Deliverable (to be submitted with Task 5.7 Deliverables)

- SEPA checklist and Notice of Threshold Determination including any attachments.

Task 5.4: Provide GMA 60-day notice of intent to adopt

- Each jurisdiction will notify ECY, CTED, and other agencies of its intent to adopt its SMP at least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

Deliverable (to be submitted with Task 5.7 Deliverables)

- Copies of the required 60-day notices

Task 5.5: Hold public hearings

- Each jurisdiction will hold at least one public hearing prior to local adoption of its draft SMP that is consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

Deliverable (to be submitted with Task 5.7 Deliverables)

- A copy of the public hearing record for each public hearing held.

Task 5.6: Prepare a responsiveness summary

- Prior to local adoption of its draft SMPs, each jurisdiction will prepare a summary responding to all comments received during the public comment period.
- Each jurisdiction will provide ECY with a draft of all revisions proposed in response to comments received after the close of the public comment period and after each public hearing leading to the public hearing at which the adoption decision is made.*

Deliverables (to be submitted with Task 5.7 Deliverables)

- A summary of responses to comments received during the public review period.
- Draft(s) of revisions proposed in response to comments received.

Task 5.7: Submit locally adopted SMP to Ecology

- Following completion of the above tasks each jurisdiction will submit its locally adopted draft SMP to ECY.

Deliverables (three hard copies and one digital copy in Microsoft Word format, with accompanying maps):

- A complete Ecology submittal package from each local jurisdiction including:
 - A complete, locally-adopted SMP with accompanying maps and other relevant supporting documentation;
 - SEPA checklist and Notice of Threshold Determination including any attachments;
 - A copy of the required 60-day notice;
 - A copy of the public hearing record for each public hearing held;
 - A summary of responses to comments received during the public review period; and
 - SMP submittal checklist that documents how the work product created in Phase 5 complies with the SMP Guidelines.

PHASE 6: STATE APPROVAL

ECY will comply with the provisions of WAC 173-26-120 and with the timelines set forth below to ensure that the momentum of the local public process and support of the local communities are not lost and the benefits of the updated SMPs begin to accrue immediately due to prompt implementation.

The partnership jurisdictions will continue to communicate and coordinate with each other throughout this phase to maintain as much consistency as possible among individual SMPs.

Task 6.1: Notice, Comment, and Response

- ECY will notify the local jurisdictions, Partnership, and CTED in writing within 21 days of the date the submittal was sent electronically or within 24 days of the date the submittal was sent via US mail that either:
 - The submittal is complete; or
 - The submittal is incomplete. The deficiencies will be identified in the notice.
- ECY will begin review of the submittal for compliance with WAC 173-26-100 and 173-26-110 as of the date of notice that a submittal is complete by either:
 - Promptly setting a date within 60 days of the date of notice that a submittal is complete for a public hearing to be held in the local jurisdiction; or
 - Promptly providing a comment period to be completed within 60 days from the date of notice that a submittal is complete.
- Within 15 days of the close of the comment period or the public hearing, ECY will notify the local jurisdictions and Partnership of any identified issues and request a response from the local jurisdiction as to how the proposal addresses the identified issues within forty-five days of the date of the notice. The local jurisdiction may request additional time to respond, and ECY will answer promptly and not unreasonably limit a local jurisdiction's response time. If the local jurisdiction does not respond within the allotted time, ECY will proceed with action on the submittal in accordance with WAC 173-26-120(7).

Task 6.2: Decision Packet

- Within 30 days of whichever is earlier:
 - ECY receipt of the local jurisdiction's written response; or
 - The local jurisdiction's deadline for response,ECY will prepare a decision packet in accordance with WAC 173-26-120(7) and notify the local jurisdiction, Partnership, and all interested parties of its decision.

Task 6.3: Finalize local adoption and approve the updated SMP

- Ecology and the local governments will follow the procedures and timelines of WAC 173-26-120(7)ff to finalize local adoption and state approval of the updated SMPs.

SMA Grant Agreement No. G0900 _____

between the

State of Washington Department of Ecology and the

CITY OF _____

Project: Comprehensive Shoreline Master Program Update

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and the City of _____, hereinafter referred to as the "RECIPIENT" to carry out activities described herein, and as authorized by the Washington State Legislature under Chapter 173-26 of the Washington Administrative Code (WAC) for shoreline implementation.

RECIPIENT Name: City of _____
Planning Department

RECIPIENT Project Coordinator: _____
Telephone Number: _____ / **FAX:** _____
E-mail address: _____

Fiscal Contact for RECIPIENT: _____
Telephone Number: _____
E-mail Address: _____

Payee on Warrant: City of _____
(address as above)

Project Officer for the Department: _____
SEA Program, Southwest Regional Office
Washington State Department of Ecology
PO Box 47775, Olympia, WA 98504-7775
Telephone Number: 360-_____ / **Fax:** 360-_____
E-mail address: _____

The source of funds provided by the DEPARTMENT is the Washington State Legislature for shoreline implementation.

Maximum Eligible Project Cost, Fiscal Year 1 (7/1/09-6/30/10): \$ _____
Maximum State Grant Share: Fiscal Year 2 (7/1/10- 6/30/11): \$ _____
Subtotal: \$ _____
Maximum State Grant Share: Fiscal Year 3 (7/1/11 - 6/30/12): _____*
Total Project Cost: \$ _____

*Year 3 funding is subject to legislative appropriation in Fiscal Year 2011-2012 and will be made available via formal amendment to this agreement.

State Maximum Cost Share Rate: 100% UP TO a maximum State Share of \$ _____

The effective date of this agreement is from July 1, 20____ to June 30, 20____.