

To Be Filed with Clark County Auditor

RETURN ADDRESS:
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIDGEFIELD AND THE CITY OF VANCOUVER
FOR
STAFF SERVICES ASSISTING IN THE COMPLETION OF THE
RIDGEFIELD SHORELINE MASTER PROGRAM UPDATE

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Ridgefield, hereinafter referred to as "Ridgefield", and the City of Vancouver, hereinafter referred to as "Vancouver", both 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); and

WHEREAS, Vancouver operates a Community Development Department that includes planning staff possessing a significant knowledge and understanding of the Shoreline Management Act, Chapter 90.58 RCW; and

WHEREAS, Vancouver staff have facilitated development and Vancouver City Council adoption of a draft Vancouver-specific Shoreline Master Program Update; and

WHEREAS, Ridgefield is currently in the process of development and adoption of a draft Ridgefield-specific Shoreline Master Program Update; and

WHEREAS, Ridgefield desires to use Vancouver staff expertise in the development and Ridgefield City Council adoption of a draft Ridgefield-specific Shoreline Master Program Update;

NOW, THEREFORE, Ridgefield and Vancouver 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 enable Ridgefield to utilize the expertise of Vancouver staff in completion of the Ridgefield Shoreline

Master Program Update.

SECTION 3. ADMINISTRATIVE STRUCTURE. This Agreement does not establish a separate legal entity to carry out the Ridgefield shoreline master program update undertaken herein. The following paragraphs make provision for administration of this Agreement.

A. Project Team. Marian Lahav, Vancouver Senior Planner and Jon Wagner, Vancouver Senior Planner, will be the primary staff responsible for completing the project. Ridgefield will make its contract planner available for assistance with critical areas, administration, and enforcement, and other areas as necessary.

B. Project Manager. The Ridgefield City Manager is the Project Manager designated to administer this Agreement.

C. Communications. Ridgefield and Vancouver staff will communicate via in-person meetings, telephone or e-mail to relay information, answer questions, or raise concerns. Both Parties will respond promptly to communications.

D. Documents to be Provided. Ridgefield will cause to be distributed to appropriate Vancouver staff an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

E. Record-Keeping. Ridgefield will be responsible for keeping of the official project records and make them available to Vancouver staff, as needed.

SECTION 4. IDENTIFIED TASKS AND RESPONSIBILITIES.

Attachment A contains the jointly agreed-upon Scope of Work for completion of the Ridgefield Shoreline Master Program through local adoption. Vancouver will be responsible for providing the necessary staff support to complete the work tasks outlined

with assistance from Ridgefield's contract planner as indicated in Section 3.

SECTION 5. TERM. This Agreement shall be in effect January 2, 2012 through June 30, 2012.

SECTION 6. TERMINATION. Either Party may choose to terminate its participation in this Agreement by notifying the other party in writing thirty (30) days prior to termination.

SECTION 7. EXTENSIONS. The term of this Agreement may be extended by mutual written agreement of all Parties, if necessary to complete work required under RCW 90.58.080 through local adoption. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The city managers of Vancouver and Ridgefield are authorized to approve and execute such an extension without further authorization from the legislative body of either Party.

SECTION 8. COMPENSATION. Vancouver will be compensated for services provided under this Agreement at the following rates:

Marian Lahav, Senior Planner \$ 53/hour

Jon Wagner \$ 53/hour

Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing. Ridgefield will pay properly documented invoices as described in Section 9 within 45 days of invoice receipt.

SECTION 9. BILLING METHOD AND PROCESS. Vancouver will bill/invoice Ridgefield on a monthly basis. The billing invoice will identify dates and actual hours worked, and include the amount due for that billing period. Billings will be recorded to the nearest quarter-hour.

SECTION 10. 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 by Vancouver and Ridgefield staff shall be submitted to mediation, prior to formal litigation.

SECTION 11. INDEPENDENT CONTRACTOR. Vancouver and Ridgefield 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 Vancouver and Ridgefield. 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 either Party an employee of the 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 12. HOLD HARMLESS/INDEMNIFICATION. It is understood and agreed that Vancouver and Ridgefield will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Party from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

SECTION 13. ATTORNEYS FEES AND COSTS. Vancouver and Ridgefield shall bear their own attorneys fees and costs of enforcing the rights and responsibilities under the contract.

SECTION 14. 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 Party.

SECTION 15. NO THIRD PARTY BENEFICIARY. Vancouver and Ridgefield 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 16. 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 RIDGEFIELD:

CITY OF RIDGEFIELD:
PO Box 608
Ridgefield, WA 98642
Attention: Justin Clary, City Manager

The name and address to which notices shall be directed may be changed by either Party giving the other Party notice of such change as provided in this section.

SECTION 17. WAIVER. No waiver by either 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 18 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 5 (Term). Its method of termination is set forth in Section 6. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 8 (Compensation) and 9 (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 19. 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 20. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of Vancouver and Ridgefield. 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 21. 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 22. DOCUMENT EXECUTION AND FILING. The Parties agree that there shall be three (3) 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 three (3) executed originals to be returned to the Project Manager, who shall date it below, and shall cause one (1) executed original be filed with the Clark County Auditor, retain one (1) original for its records, and distribute one (1) original to the other Party. 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 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 24. 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 7 day of February, 2012.

CITY OF RIDGEFIELD, WASHINGTON

SIGNATURE ON FILE

By: [Signature]
Ridgefield City Manager

Approved as to form:

SIGNATURE ON FILE

By: [Signature]
City Attorney for Ridgefield

CITY OF VANCOUVER, WASHINGTON

SIGNATURE ON FILE

By: [Signature]
Vancouver City Manager

Approved as to form:

SIGNATURE ON FILE

By: [Signature]
City Attorney for Vancouver

Attachment A Scope of Work

Task 1 – Responses to Comments.

Vancouver staff will draft responses to comments received on the Ridgefield Shoreline Management Plan (RSMP) that have not yet been responded to. The comment letters as well as the matrix will be provided by Ridgefield with those needing responses clearly marked. Responses will be reviewed with Ridgefield prior to finalizing. (Estimated time: 60 hours)

Task 2. – Edit Draft RSMP

Vancouver staff will edit the draft RSMP to reflect responses to comments completed in Task 1. A draft revised RSMP will be provided to Ridgefield City Manager to review before finalizing. (Estimated time: 60 hours)

Task 3. Port of Ridgefield concerns

Vancouver staff will review comments submitted by the Port of Ridgefield and meet with Port and City of Ridgefield staff to explore options for addressing their concerns within the regulations governing the SMP. Vancouver will draft revised SMP language addressing the concerns for Ridgefield City Manager review. (Estimated time: 40 hours)

Task 4. – Floating Homes

Vancouver staff will review minutes of the Planning Commission discussion on floating homes, written comments received from the floating home community and guidance/advice from Ecology on the issue. Vancouver staff will also visit the floating homes to better understand the issues. Vancouver staff will then draft revised RSMP language to address the issues and concerns for Ridgefield City Manager review. (Estimated time: 40 hours)

Task 5 – Critical Areas

Vancouver staff will review current Ridgefield critical areas protections and procedures and comments from Ecology on how these need to change in shorelines jurisdiction. The key issues will be identified and options for addressing each identified (e.g., make the change only in shorelines jurisdiction or make the change effective citywide). Draft revisions to the RSMP will be provided to Ridgefield City Manager for review. Changes to the critical areas ordinance will not be a part of this scope of work, but will be made separately by the city. (Estimated time: 40 hours)

Task 6 – Council Workshops on Draft RSMP

Vancouver staff will attend and assist with presenting the draft RSMP to the Ridgefield City Council in up to 2 workshops, estimated at 3 hours each. Vancouver staff will provide handouts or PowerPoint slides on the key issues that they worked on for these workshops. (Estimated time: 24 hours). We have assumed that no revisions will result from these workshops.

Task 7 – Council Hearings

Vancouver staff will attend and assist with presenting the draft RSMP at the hearing on the revised Draft RSMP. (Estimated time: 16 hours)