

INTERLOCAL AGREEMENT
Between Mason County and the City of Shelton
Regarding Shoreline Management Program Update

THIS AGREEMENT made this 3rd day of January, ²⁰¹¹2010 between MASON COUNTY (herein referred to as "County") and the CITY OF SHELTON (herein referred to as "City") pursuant to which the parties agree as follows:

RECITALS:

Whereas, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their own jurisdictions; and

Whereas, the County and the City are required to update their shoreline master programs by June 30, 2013 [RCW 90.58.080];

Whereas, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and

Whereas, the County and the City have agreed to update their shoreline master programs using individual grant funding from Ecology; and

Whereas, it is critical that the shoreline master program updates are completed with full coordination and integration of existing efforts by the County and the City; and

Whereas, the Interlocal Cooperation Act [RCW 39.34], authorizes any two or more public agencies to enter an agreement with one another for joint or cooperative action to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform;

NOW, THEREFORE, subject to the terms and conditions stated herein, the parties agree as follows:

1. Grant Management: The County and the City shall be solely responsible for managing their own grant funds received from Ecology.
2. Intent of Agreement: The intent of this Agreement is to update both the City and County shoreline master programs in a manner that promotes efficiencies, avoids redundancies, and generates work product useful to both parties. To this end, City and County staff will work together on the respective updates, share resources and exchange information freely, and jointly retain a consultant to assist in the development of both updates. The County and City shall determine the appropriate party to develop work product for their respective jurisdictions. Any change in the Scope of Work can be made independently by the County and/or the City and does not require the authorization of the other party to do so; however, changes shall be noted and the other party shall be informed of the change(s), and any change in scope made unilaterally by one party shall not increase the other party's obligation to the Consultant.
3. Selection of Consultant. The City and the County shall jointly participate in the selection of a Consultant to assist in the development of the shoreline master plan updates for the City and County. A Consultant will only be retained with the mutual consent of both parties. Once retained, the Consultant shall sign separate contracts with the parties.
4. Payment of Consultant. The City and County shall each pay the Consultant's fees, in a manner to be set forth in the Consultant contracts with each entity.
5. Dispute Resolution: When a bona fide dispute arises between the Parties and it cannot be resolved through negotiation or mediation, either Party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of one representative appointed by each Party, and a third representative mutually agreed upon by the Parties and not employed or serving as an officer for either party. The dispute resolution team shall resolve the dispute by majority vote. The decision of the dispute resolution team shall be final and binding, and the parties shall make whatever amendments to this Agreement as are necessary to comply with the decision, provided that such amendments do not impair the contracts with the Consultant.
6. Reporting: Both parties shall notify each other and the Consultant in advance of city council, planning commission, Board of Commissioner's meetings and other public participation events concerning the update to the shoreline master program update.
7. Amendments to this agreement: This Agreement may be amended at any time by mutual assent of the parties.

8. Termination: The County or the City may terminate its responsibilities under this agreement with 10 days written notice to the other party, provided, however, that termination by one party shall not affect the remaining party's contractual rights or obligations to the Consultant.
9. Effective Date: This Agreement shall be deemed effective upon the date it is authorized by the governing body of each said entity.

Approved By:
MASON COUNTY



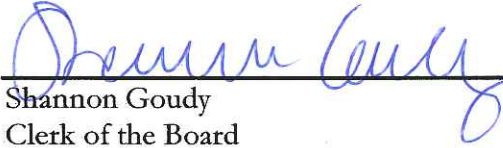
Ross Gallagher

12-7-10

Date

Chairman of the Board of County Commissioners

Attest:

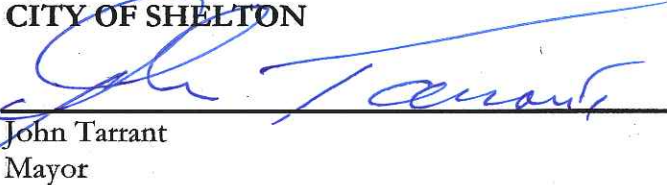


Shannon Goudy
Clerk of the Board

12-7-10

Date

Approved By:
CITY OF SHELTON

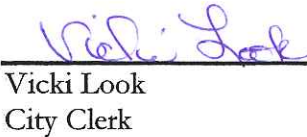


John Tarrant
Mayor

1-3-11

Date

Attest:



Vicki Look
City Clerk

1/3/11

Date