INTERLOCAL AGREEMENT BETWEEN
COWLITZ COUNTY, PORT OF LONGVIEW, CITY OF CASTLE ROCK,
CDID #1, CDID #3, DID #1 AND LFCZD

This agreement is entered into between Cowlitz County (County) and the Cowlitz County flood control entities, namely: Port of Longview (Port), City of Castle Rock (City), Consolidated Diking Improvement District #1 (CDID #1), Drainage Improvement District #1 (DID #1), Consolidated Diking Improvement District #3 (CDID #3) and Lexington Flood Control Zone District (LFCZD) and hereinafter collectively referred to as Entities, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to provide for a collaborative, financing methodology by the County and the Entities to engage the US Army Corps of Engineers (USACE) to complete a bathymetric survey of the Lower Cowlitz River (Toutle River to the Columbia River) to determine current flood levels.

II. SERVICES

The County has entered into an Memorandum of Agreement dated July 25, 2019, with the USACE to complete a bathymetric survey of the Lower Cowlitz River to determine the existing flood protection levels, attached to this Agreement and incorporated fully by reference (MOA). The Memorandum of Agreement states:

- The County has committed to paying USACE $110,000 for the study;
- USACE will complete the study; and
- Any funds remaining after the study is complete will be returned to the County.

The County shall share all progress reports (anticipated quarterly) and the final results with the Entities.

III. COMPENSATION

Each Entity shall pay the County $15,714 each within 30 days of signing this agreement. Any funds that are returned to the County from USACE, under the MOA, shall be divided equally among the Entities which sign and contribute under this agreement and the County.
IV. ADMINISTRATION

This Agreement will be administered by Cowlitz County. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each party to this Agreement accepts responsibility for compliance with federal, state, or local laws and regulations.

V. INDEPENDENT CONTRACTOR

The obligations of the Entities provided under this Agreement are those of an independent contractor. Employees of the County are and will remain employees of the County. Employees of the Entities are and will remain employees of Entities.

VI. AMENDMENT

The parties to this Agreement may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by an official authorized by law to bind a respective party.

VII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Cowlitz. Failure of any party to declare any breach or default by any other party or parties immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

VIII. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the County and Entities. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of any attorney, or files a lawsuit, each party shall pay all its own attorneys’ fees, costs and expenses.
IX. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: each party in dispute will individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to Cowlitz County Superior Court for *de novo* review.

X. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly signed by all parties, and (ii) either filed or listed in compliance with said law.

XI. TERM

This Agreement, when fully executed by the parties, will remain in effect until the USACE’s completion of the bathymetric survey under the MOA. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.
September 30, 2019

Port of Longview
Attn: Lisa Hendrickson
10 Port Way
Longview, WA 98632

SUBJECT: Interlocal Agreement
Bathometric Survey of Lower Cowlitz River

On September 24, 2019, the Board of County Commissioners executed the Interlocal Agreement that your board approved, to evenly split the cost of a bathometric survey of the Lower Cowlitz River by the United States Army Corps of Engineers. Enclosed is a fully executed copy for your records.

The cost for each entity will be $15,714.00. Please send the payment to:

Cowlitz County Office of Financial Management
Attention: Kurt Williams, Finance Director
207 4th Avenue N.
Kelso, WA 98626.

If you have any questions, please call Patrick Harbison at (360) 577-3030, ext. 6536, or via email at harbisonp@co.cowlitz.wa.us.

Sincerely,

Emilie Cochrane

EMILIE COCHRANE
Department Head Secretary

Enclosure
cc: Patrick Harbison
    Kurt Williams
    Tiffany Ostreim
    Accounting
COWLITZ COUNTY
SIGNATURE PAGE

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Joe Gardner, Chairman

Dennis P. Weber, Commissioner

Arne Mortensen, Commissioner

Dated this 24th day of September, 2019

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
CITY OF CASTLE ROCK
SIGNATURE PAGE

CITY OF CASTLE ROCK

[Signature]
Paul Helenberg, Mayor

Dated this 22nd day of August, 2019

ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature]
City Attorney
CONSOLIDATED DIKING IMPROVEMENT DISTRICT #1 (CDID #1)
SIGNATURE PAGE

CONSOLIDATED DIKING
IMPROVEMENT DISTRICT #1 OF
COWLITZ COUNTY, WASHINGTON

[Signatures]
Chairman

[Signatures]
Supervisor

[Signatures]
Supervisor

ATTEST:

[Signature]
District Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for District
CONSOLIDATED DIKING IMPROVEMENT DISTRICT #3 (CDID#3)
SIGNATURE PAGE

CONSOLIDATED DIKING
IMPROVEMENT DISTRICT #3 OF
COWLITZ COUNTY, WASHINGTON

Tim Todd, Chairman

Jeff Czech, Supervisor

Don Mackey, Supervisor

ATTEST:

Carol Sides

District Secretary

APPROVED AS TO FORM:

Attorney for District
DRAINAGE IMPROVEMENT DISTRICT #1 (DID #1)
SIGNATURE PAGE

DRAINAGE IMPROVEMENT DISTRICT #1 OF
COWLITZ COUNTY, WASHINGTON

[Signature]
Supervisor

ATTEST:

[Signature]
District Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for District
LEXINGTON FLOOD CONTROL ZONE DISTRICT (LFCZD)
SIGNATURE PAGE

LEXINGTON FLOOD CONTROL ZONE DISTRICT
OF COWLITZ COUNTY, WASHINGTON

[Signature]
Michael Pinto, Chairman

[Signature]
Brian Wesemann, Supervisor

[Signature]
Lee Wolf, Supervisor

ATTEST:
[Signature]
District Secretary

APPROVED AS TO FORM:
[Signature]
Attorney for District
PORT OF LONGVIEW
SIGNATURE PAGE

BOARD OF COMMISSIONERS
PORT OF LONGVIEW, COWLITZ COUNTY, WASHINGTON

Doug Averett, President

Allan Erickson, Vice President

Jeff Wilson, Secretary

ATTEST:

Robin Johnson, Executive Assistant/Commission Coordinator

APPROVED AS TO FORM:

Attorney for Port District