

**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.



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

1600 – 13th Avenue South  
Kelso, WA 98626  
TEL (360) 577-3030  
FAX (360) 636-0845  
Washington Relay Service 711 or (888) 833-8633

**Board of County Commissioners**  
Arne Mortensen           District 1  
Dennis P. Weber         District 2  
Joe Gardner               District 3

[www.co.cowlitz.wa.us/publicworks/](http://www.co.cowlitz.wa.us/publicworks/)

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September 30, 2019

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

RECEIVED OCT 03 2019

**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 4<sup>th</sup> 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](mailto: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

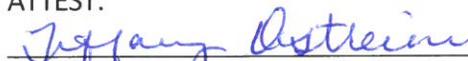
  
\_\_\_\_\_  
Arne Mortensen, Commissioner

Port of LV  
- only sent 1  
signature page  
- no agreement sent

Dated this 24<sup>th</sup> day of September, 2019



ATTEST:

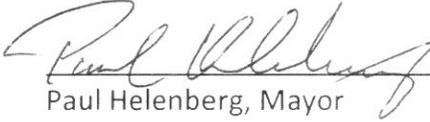
  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF CASTLE ROCK  
SIGNATURE PAGE

CITY OF CASTLE ROCK

  
Paul Helenberg, Mayor

Dated this 22<sup>nd</sup> day of August, 2019

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CONSOLIDATED DIKING IMPROVEMENT DISTRICT #1 (CDID #1)  
SIGNATURE PAGE

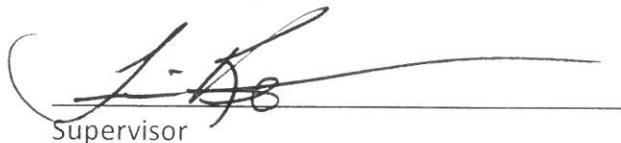
CONSOLIDATED DIKING  
IMPROVEMENT DISTRICT #1 OF  
COWLITZ COUNTY, WASHINGTON

  
\_\_\_\_\_

Chairman

  
\_\_\_\_\_

Supervisor

  
\_\_\_\_\_

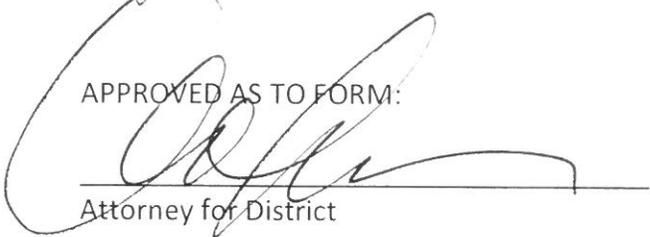
Supervisor

ATTEST:

  
\_\_\_\_\_

District Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_

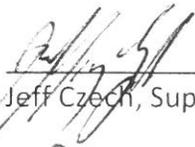
Attorney for District

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:



\_\_\_\_\_  
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**

  
\_\_\_\_\_  
Supervisor

ATTEST:

  
\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for District

LEXINGTON FLOOD CONTROL ZONE DISTRICT (LFCZD)  
SIGNATURE PAGE

LEXINGTON FLOOD CONTROL ZONE DISTRICT  
OF COWLITZ COUNTY, WASHINGTON



Michael Pinto, Chairman

*Absent*

Brian Wesemann, Supervisor



Lee Wolf, Supervisor

ATTEST:



District Secretary

APPROVED AS TO FORM:



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