

## INTERLOCAL AGREEMENT FOR DISASTER MITIGATION PLANNING

THIS AGREEMENT is made and entered into between the Cowlitz-Wahkiakum Council of Governments and the local governments and affected parties and among the entities individually in Cowlitz County, Washington, as noted on attachments as signatories to this agreement.

### WITNESSETH:

WHEREAS, Public Law 106-390 of the 106th Congress provides for disaster mitigation planning by local public agencies in preparation for all disasters declared on or after November 1, 2003; and

WHEREAS, Cowlitz County and the cities and special districts noted in this interlocal agreement, Exhibit A, are desirous of creating and administering a regional mitigation plan for the benefit of said jurisdictions and in compliance with Section 201.6 the Disaster Mitigation Act of 2000 (a copy of which is incorporated herein by this reference); and

WHEREAS, all participating jurisdictions understand they must officially adopt the multi-jurisdictional plan in order to meet state and federal requirements.

WHEREAS, a scope of work created by the Cowlitz-Wahkiakum Council of Governments, attached hereto and marked Exhibit A, clearly defines the parties' understanding of the scope of work necessary to complete the plan; and

WHEREAS, it is the desire of the parties to this agreement to reduce their respective obligations and benefits to writing pursuant to Chapter 39.34 Revised Code of Washington, which provides for interlocal agreements for the public benefit; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the terms below, the parties agree as follows:

1. **Term.** The term of this agreement shall commence on or about the 15<sup>th</sup> day of November, 2002, and terminate on completion of the requirements herein, including final

approval of the Cowlitz County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA).

2. **Interagency Cooperation.** The signatories to this agreement agree that the Cowlitz-Wahkiakum Council of Governments, hereinafter known as the "COG", shall act as the lead agency for purposes of administering the planning, implementation, and completion of the mitigation plan for the benefit of all parties hereto. All parties agree that time is of the essence with regard to the purposes of this Interlocal Agreement. Each party to this agreement shall participate and provide prompt response to appropriate requests made to implement the scope of work, so that the proposed plan can be developed in a timely manner.
3. **Planning Process.** The lead agency shall coordinate an open public involvement process to provide for the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:
  - A. An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
  - B. An opportunity for all participating entities to this agreement, together with local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and non-profit interests, to be given the opportunity to be involved in the planning process; and
  - C. The incorporation, if appropriate, of existing plans, studies, reports, and technical information.
4. **Plan Content.** The mitigation plan to be developed shall include, at a minimum, the following:
  - A. Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
  - B. A risk assessment that provides a factual basis for activities proposed in the strategy to reduce losses from identified hazards. Such risk assessment must be fully consistent with the mandates of Section 201.6 of the Act.
  - C. A mitigation strategy that provides the jurisdictions' blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities,

policies, programs, and resources, and its ability to expand on and improve the existing tools. Said strategy shall include and be consistent with the mandates of Section 201.6 of the Act.

D. A plan maintenance process consistent with the Act.

E. Documentation that the plan has been formally adopted by the governing bodies of the entities in this interlocal agreement.

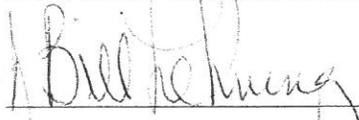
5. **Plan Review.** It is agreed between the parties hereto that the plan developed hereunder shall be submitted to the State Hazard Mitigation Officer for initial review and coordination. The state will send the plan on to the appropriate FEMA regional office for review and approval. Any plan developed hereunder shall be subject to the review process of the state and federal governments.
6. **Grant Funds.** The parties to this agreement recognize that the City of Kalama has received approval of a Post Disaster Mitigation (PDM) Grant in the amount of \$100,000 in addition to a local match requirement of \$33,000. The matching contributions will be contributed according to the amounts shown in Exhibit B. Participating entities will be responsible to account for any allowable in-kind services and submit said information to the COG in a form acceptable to the grant authority.
7. **Implementation.** It is the intent of the parties to this agreement that the COG shall carry out and manage the plan development process and may retain the services of independent engineers, planners or other qualified personnel to assist in the planning process. The COG shall have the responsibility to bill participating jurisdictions for matching funds, which shall be payable within thirty (30) days of said billing.
8. **Responsibilities of Parties' Employees.** While personnel employed by each of the parties to this agreement may provide information and related services to the Cowlitz County Hazard Mitigation Plan, all such personnel shall be considered employees solely of the party that employs them. Each party hereto shall be solely responsible for the acts and omissions of its employees.
9. **Failure to Participate.** Parties that fail to provide the agreed upon share of the local match, as noted in Exhibit B, shall not be included in the final plan.
10. **Waiver or Breach.** A waiver by any party hereto of a breach of any other party hereto of any covenant or condition of this agreement shall not impair the right of the parties not in breach to avail themselves of any remedy authorized by law.
11. **Integration and Supersession.** This agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and

all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided, and no amendment or modification of this agreement shall be effective unless reduced to writing and executed by the parties. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the Cowlitz-Wahkiakum Council of Governments, 207 Fourth Avenue North, Kelso, WA 98626.

12. **Governing.** This agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue for any action to enforce or interpret this agreement shall lie in the Superior Court of the state of Washington for Cowlitz County.
13. **Authorization.** The boards, commissions, and city councils of each party shall take action as required by law to authorize the execution of this agreement.
14. **Filing with the County Auditor.** A copy of this agreement shall be filed with the Cowlitz County Auditor pursuant to RCW 39.34.040.
15. **Execution in Counterparts.** The COG shall execute the original of this agreement. Each other party hereto shall sign a counterpart of the original of this agreement. The parties hereto intend that all of the signed counterparts taken together with the original will be considered as one original document and given full force and effect as if all parties had signed one document.

Dated this 25 day of November, 2002.

COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS

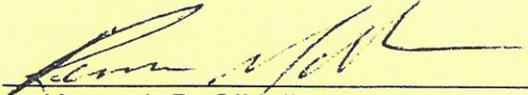
  
\_\_\_\_\_  
J. Bill Lehning, Chairman

ATTEST:

  
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Stephen H. Harvey, Director

[Counterpart of the **INTERLOCAL AGREEMENT FOR  
DISASTER MITIGATION PLANNING** dated November 25,  
2002.]

PORT OF LONGVIEW

By:   
Kenneth B. O'Hollaren  
Executive Director