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**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Policy and Planning / Legacy Lands
DATE: December 9, 2010
REQUEST: Execute the Interlocal Agreement to transfer title of Lacamas Lake Shoreline from Clark County to City of Camas for long-term management and maintenance.
CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: The Board of County Commissioners will consider execution of a purchase and sale agreement with Koch RP Holdings I, LLC for the county to acquire the 64.39 Lacamas Lake Shoreline property (Environmental Services Staff Report ES10-056). The proposed interlocal agreement will transfer title of the property from the county to the City of Camas for long-term management of the property.

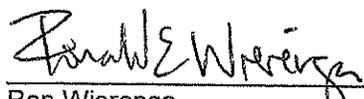
COMMUNITY OUTREACH: The acquisition was reviewed by the Conservation Futures Advisory Committee and recommended for funding in 2004. The county worked closely with the City of Camas throughout the acquisition process, and the Camas City Council approved the interlocal agreement on November 15, 2010.

BUDGET AND POLICY IMPLICATIONS: Environmental Services Staff Report ES 10-056 regarding acquisition of the property included a fiscal impact attachment. No further fiscal impact to the county will occur should the interlocal agreement to transfer title to Camas be executed. The City of Camas will be responsible for any improvements to the property and for its management and maintenance.

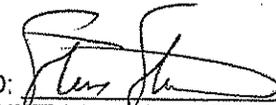
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Execute the Interlocal Agreement transferring title of Lacamas Lake Shoreline to the City of Camas for long-term management and maintenance.

DISTRIBUTION: Please return original copies of the signed agreements and the approved staff report to Environmental Services Administration.



Ron Wierenga
Resource Policy and Planning Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Kevin J. Gray, P.E.
Environmental Services Director

December 21, 2010
SR 288-10

PL/RW/bt

Enclosure: Interlocal Agreement

- c: Nikki Bushaw, Real Property Services
- Sandra Hall, Financial Services
- Lloyd Halverson, City of Camas Administrator
- Kim Sellers, State Recreation and Conservation Office
- Scott McEwen, Columbia Land Trust

LL 10-122

INTERLOCAL AGREEMENT FOR
TRANSFER OF TITLE

This Interlocal Agreement is entered into the date it is fully executed by the Parties by Clark County, Washington, a political subdivision of the State of Washington, and the City of Camas, a Washington municipal corporation.

A.01 PURPOSE

This Interlocal Agreement sets forth the terms and conditions by which Clark County, Washington, shall transfer title of real property described in Attachment "A" by Quit Claim Deed and generally referred to as the Lacamas Lake Shoreline, to the City of Camas, in order to provide for long term management of said property.

A.02 AUTHORITY

This Interlocal Agreement by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington, which permits a governmental unit to contract for the use of land for park purposes by private negotiation with consent from the Board of County Commissioners. In addition, this Agreement is further contemplated by RCW 84.34, for the preservation and continued availability of open space, farm land, or timber land, as such are defined in RCW 84.34.020 to assure the use and enjoyment of natural resources and scenic beauty for the benefit of all citizens.

A.03 PROJECT DESCRIPTION

Clark County is currently negotiating with Koch RP Holdings I, LLC to acquire 64.39 acres of land including Assessor's Parcel Numbers 124244-000, 178099-000, 177896-000, 177886-000, and 175703-000. Clark County will transfer title of the property, once acquired, to the City of Camas, so that the City will assume long term management of the property.

A.04 FUNDING OF PROJECT

The appraised property value is \$1,160,000. County will transfer title to the City without charge. The intent of this agreement is to ensure the City's commitment to implement and manage the property in a manner consistent with the intent of the County's Conservation Futures Fund and grant funding sources contributing to the acquisition. Known contributions at this time include:

- Clark County Conservation Futures Fund;
- Washington Wildlife and Recreation Program Riparian Grant No. 06-1895;
- North American Wetlands Conservation Act Grant

A.05 DURATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall remain in effect in perpetuity.

A.06 RELATIONSHIP OF PARTIES

The City of Camas shall be solely responsible for the management of the property within the terms and conditions of this Agreement and all applicable law. Clark County will not retain any ownership interest in the subject properties by virtue of this Agreement, nor will Clark County assume any responsibility for improving or managing the properties. Furthermore, Clark County shall not be deemed a party to any contract between the City of Camas and any third party by reason of having entered into this Agreement.

Clark County warrants that it is pursuing normal due diligence in acquisition of the property including:

- Funding independent third party appraisal and review appraisal to establish value of the property;
- Survey of property boundaries;
- Level One Environmental Assessment to discern the risk of hazardous conditions on the property and contamination by hazardous materials;
- Cultural Resources Survey to comply with Governor's Executive Order 05-05;
- Purchase of title reports and insurance for the property.

Moreover, Clark County commits to provide copies of applicable documents to the City of Camas prior to transfer of title.

Clark County is transferring the Lacamas Lake Shoreline property to the City of Camas without charge. The County makes no representation regarding the condition of the title to the property. The City has had an opportunity to examine the condition of the title and is willing to accept it. The County has shared information it has regarding possible encroachments upon the property by neighboring landowners. The City has had an opportunity to inspect the property and is willing to accept it as is where is.

A.07 OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this Agreement.

A.08 PERFORMANCE

The City of Camas agrees to manage the subject properties in a manner consistent with the legislative declarations and objectives set forth in RCW Chapter 84.34. and Chapter 3.24 of the Clark County Code, State Recreation and Conservation Office grant requirements, North American Wetlands Conservation Act requirements and any other applicable grant-related requirements that contribute to the County's acquisition of the Lacamas Lake Shoreline. Moreover, the City of camas recognizes that boards of county commissioners are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Commissioners, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore the City of Camas shall operate and maintain the subject properties as follows:

A. The properties and any improvements to the properties shall be kept safe and clean; and

B. The City of Camas shall make reasonable efforts to control nonconforming uses, including but not limited to hunting or poaching in wildlife preserves and sanctuaries; and

C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards; and

D. The City of Camas shall submit to the Conservation Futures Program Manager any plans for improving the subject properties to assure federal, state, and local compliance. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the County's Conservation Futures Program Manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, accessory structures, retaining walls requiring engineering, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though Clark County shall be given the opportunity to review plans for improvements, this should not be construed to mean that Clark County shall participate in the funding of improvements; and

E. The City of Camas shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210, easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject properties. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in the County's grant applications for acquisition funding. The City of Camas shall not consummate any such proposal without advance written consent of the Conservation Futures Program Manager; and

F. The properties shall be kept open for public use at reasonable hours and times of year. Clark County recognizes, however, that appropriate hours may vary considerably depending on the existence of leaseback or other agreements that might properly limit public access; and

G. The properties shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, religion, national origin or residence of the user; and

H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use; and

I. The City of Camas shall operate and maintain the facilities in accordance with all applicable federal, state, and local laws and regulations; and

J. The City of Camas shall execute and record a Deed of Right generally in the form of Attachment "B" to this agreement at the time of property acquisition to guarantee that the restrictions imposed by Conservation Futures Program and/or Recreation and Conservation Office grant funding are in the chain of title to the subject properties.

A.09 USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this Agreement, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

A.10 CONVERSION

The City of Camas will not make or permit to be made any use of the real properties described in this Agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in the County's grant applications at the time of acquisition funding approval, unless the Board of Clark County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Camas can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program, applicable Recreation and Conservation office and U.S. Fish and Wildlife Service grant requirements.

A.11 REMEDIES

In the event a Party fails to comply with any or all of its obligations under this Agreement, specific performance shall be the remedy preferred by the Parties.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to Clark County. Clark County may choose to exercise any and all other remedies available together with, or as an alternative to, specific performance, at the sole option of Clark County.

A.12 REPORTS AND INSPECTIONS

Property and improvements acquired under terms of this Agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall maintain the right to conduct an on-site inspection approximately once a year to assure that the properties are being operated, maintained, and used in accordance with this Agreement.

A.13 ASSIGNMENT

This Agreement shall not be assignable in whole or in part by the City of Camas except with the express advance written consent of the Board of Clark County Commissioners.

A.14 HOLD HARMLESS

The City of Camas agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Commissioners and any employees, officials, agents, or elected officials thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, arising out of the acts or omissions of the City of Camas, its officers, employees, agents, or volunteers that are related to the use, improvements, operation, or management of the subject properties and/or the Projects or related to managing or using the premises in any manner that is inconsistent with this Agreement.

Clark County, Washington and all employees, officials, agents, or elected officials thereof, agrees to defend and hold harmless the City of Camas from any and all suits of law or equity or claims or demands, or any loss of any nature, including, but not limited to, costs and attorney's fees, suffered, or alleged to be suffered, as a result of any act or omission on the party of Clark County, Washington, their employees, officials, agents or elected officials, on the premises.

A.15 NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered by hand, or within three days of being mailed by U.S. mail first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Conservation Futures Program Manager
Environmental Services Department P.O. Box 9810
Vancouver, Washington 98666-9810

B. Notice to the City of Camas

TO: City Administrator
City of Camas
616 NE Fourth Avenue P.O. Box 1055
Camas, WA 98607

Signed by the Contracting Party on this 16 day of November, 2010
CITY OF CAMAS

Paul Dennis

By: Paul Dennis
Mayor, City of Camas

Signed by Clark County on this 21st day of December, 2010

BOARD OF COMMISSIONERS
CLARK COUNTY, WASHINGTON

By Steve Stuart
Steve Stuart, Commissioner

By _____
Tom Mielke, Commissioner

By _____
Marc Boldt, Commissioner

Attest:

Jeanne Richards
Clerk to the Board

APPROVED AS TO FORM ONLY:
Art Curtis, Prosecuting Attorney

By: Art Curtis

ATTACHMENT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL I

That portion of the Government Lot 4 (Northeast quarter of the Northwest quarter) of Section 2, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, and the Southeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Northerly and Easterly of Lacamas Lake and Westerly of SR-500.

EXCEPT that portion thereof lying Northeasterly of the following described line:

BEGINNING at a point that is 819.3 feet West and South $4^{\circ}49'$ West, 708.2 feet from the Northeast corner of the Northwest quarter of said Section 2, said point also being the most Southerly corner of that tract conveyed to Thomas R. Craig, by deed recorded in Book 93, page 481; thence along said Craig tract, North $19^{\circ}38'$ West 135 feet to the Southeast corner of that tract conveyed to Thomas Roberts, et ux, by deed recorded under Auditor's File No. G 404212; thence South $70^{\circ}22'$ West 2 feet; thence North $19^{\circ}38'$ West 32 feet; thence North $70^{\circ}22'$ East 2 feet to the Westerly line of said Craig tract; thence North $19^{\circ}38'$ West along the Westerly line of said Craig tract, 275 feet; thence North $28^{\circ}48'$ West 329.9 feet to the North line of said Section 2; thence North $54^{\circ}45'$ West 158 feet to the terminus of said line description.

EXCEPT any portion conveyed to the City of Camas by Deed recorded under Auditor's File No. 3895176.

PARCEL II

That portion of the Northwest quarter of the Southwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southwesterly of County Road No. 126.

EXCEPT any portion conveyed to the City of Camas by Deed recorded under Auditor's File No. 3895176

PARCEL III

A) That portion of Government Lot 7 (Southwest quarter of the Northeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

B) That Portion of Government Lot 6 (Southeast quarter of the Northeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

C) That Portion of Government Lot 5 (Portion of the East half of the Southeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

EXCEPT that portion lying North of SE Lake Road and South of Lacamas Lake.

D) Government Lot 1 (Portion of the Southwest quarter of the Southwest quarter) and the Northwest quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

EXCEPT from the above described tracts that portion thereof lying within those certain tracts described in Deeds recorded under Auditor's File No. E 73940, Book X, page 568.

ALSO EXCEPT from the above described tracts any portion thereof lying within Lacamas Lake.

ATTACHMENT "B"
DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The Contracting Party, City of Camas, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described in Exhibit A, attached hereto and incorporated herein, forever for those purposes described in RCW 84.34, and the Agreement signed by the Contracting Party on the ____ day of _____, _____, and by Clark County on the ____ day of _____, _____, and which is entitled: _____ . A copy of such Agreement is attached hereto as "Exhibit B" and its terms are incorporated herein.

The Contracting Party will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Contracting Party's grant application at the time of funding approval, unless the Board of Clark County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Contracting Party can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program. Such consent shall only be valid by written agreement of the parties, recorded in the land records of Clark County.

All parties to this deed, and all successors, heirs, and assigns, shall be subject to the requirements of RCW Chapter 84.34, as may be amended, to the extent such amendment is applicable under the law.

This deed shall in no way modify or extinguish the functions of the Contracting Party under the terms and conditions set forth in the aforementioned Agreement.

Dated this 16 day of November, 2010.

CITY OF CAMAS

By: 
Mayor, City of Camas

Approved as to Form:

By: _____ Attest: _____