

## **CONSERVATION FUTURES INTERLOCAL PROJECT AGREEMENT**

### **I. PURPOSE**

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Fund, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter referred to as City, for the purpose of acquiring fee simple or lesser interest in open space, farmland, or timber land, as such are defined in RCW 84.34.020.

### **II. AUTHORITY**

This interlocal agreement (Agreement) by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington.

### **III. PROJECT DESCRIPTION**

The City's application to County is part of this Agreement. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. The City-owned Green Mountain area encompasses approximately 115 acres of real property to protect environmental values, preserve forested land, and provide recreational opportunities at and around Green Mountain, of which 60 acres were donated and shall not be subject to any encumbrance associated with this Agreement, and 55 acres which has been purchased by the City. The City's application is solely to assist in the acquisition of the 55-acre parcel, Clark County Parcel No. 986047279 (Exhibit A: Subject Property).

### **IV. FUNDING OF PROJECT**

An appraisal report was completed on September 25, 2020, providing a market value, in fee simple, of \$20,100,000.00 for the 115 acres of real property. Approximately 60 acres, appraised at \$15,500,000.00, was donated to the City with a closing date of December 30, 2020. The 55-acre subject property, with an appraised value of \$4,600,000.00, was purchased by the City at a negotiated price of \$3,865,367.00 including closing costs and closed on November 5, 2021.

The total project cost of the Subject Property the City acquired under terms of this Agreement is \$3,865,367.00. The City requests that the County contribute, in the form of reimbursement, \$1,250,000.

County agrees to pay \$1,250,000 on the terms and conditions set forth herein.

**V. CONTINGENCIES**

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this Agreement, and;
- B. Available funds in County's Conservation Futures Fund.

**VI. DURATION OF INTERLOCAL AGREEMENT**

This Agreement shall remain in effect in perpetuity.

**VII. RELATIONSHIP OF PARTIES**

The Clark County Council imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farmland, timber land, and certain classifications of park property. This project, however, was sponsored by the City of Camas and not Clark County. The purpose of this Agreement is to provide the City with monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, the County requires that a Deed of Right to the County, as shown in Exhibit B, be recorded by the City within 10 business days from grant transfer date to ensure that the acquired land is managed consistent with the purposes articulated in this Agreement. The County will not acquire any ownership interest, beyond the covenant, by virtue of this Agreement, nor will County assume any responsibility for improving or managing the property.

The City is responsible for the management of this project, subject to the terms and conditions of this Agreement. Furthermore, the County shall not become party to any contract between the City and others by reason of having entered into this Agreement.

**VIII. OTHER ORGANIZATIONS**

No separate legal or administrative entity is created by this Agreement.

**IX. PERFORMANCE**

The City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, the City recognizes that Clark County Council is the only legislative authority empowered to impose the Conservation Futures levy and that the Clark County Council has done so, making it responsible to assure proper use and administration of the Conservation Futures Fund. Therefore, the City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.

- B. The City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. The City shall submit to the Conservation Futures Program Coordinator any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Exhibit C. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, include but are not limited to trails, picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Coordinator of a proposed master plan consistent with the terms herein. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. The City shall submit to the Conservation Futures Program Coordinator 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 property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Coordinator.
- F. The subject property shall be kept open for public use at reasonable hours and times of year. The County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The subject property 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.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

**X. 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.

## **XI. CONVERSION**

The City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County within 10 business days from grant transfer date, and dedicate the acquired subject property under terms of this Agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City, will not make or permit to be made any use of the real property 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 City's project application at the time of funding approval, unless the Clark County Council consents to the inconsistent use. The County shall approve any such conversion only upon conditions where City 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.

## **XII. REMEDIES**

In the event the City fails to comply with any or all of its obligations under this Agreement, the parties agree that specific performance shall be the preferred remedy.

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

## **XIII. REPORTS AND INSPECTIONS**

The City shall prepare a final report upon completion of this project for presentation to the Conservation Futures Program Coordinator. The report shall include a final accounting of all expenditures and a description of the work accomplished.

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

**XIV. ASSIGNMENT**

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

**XV. HOLD HARMLESS**

The City agrees to defend and hold harmless Clark County, Washington, the Clark County Council, and any employees 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, on the property, or arising out of use, improvements, operation, or management of the property.

**XVI. 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 or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Legacy Lands – Program Coordinator  
Clark County Public Works Department  
Parks and Lands Division  
4700 NE 78<sup>th</sup> Street, Building E.  
Vancouver, Washington 98665

B. Notice to the Camas

TO: Trang K. Lam  
Parks and Recreation Director  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Trang K. Lam serves in the capacity of Parks and Recreation Director for the City of Camas and has been designated as the City's liaison officer for the purposes of this Agreement.

Attest: \_\_\_\_\_  
Steve Hogan, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK  
PROSECUTING ATTORNEY

BY: Bill Richardson  
Bill Richardson  
Deputy Civil Prosecutor

**CITY OF CAMAS**

BY: \_\_\_\_\_  
Steve Hogan, Mayor

**CLARK COUNTY COUNCIL**

BY: \_\_\_\_\_  
Karen Dill Bowerman, Chair

BY: \_\_\_\_\_  
Temple Lentz, Councilor

BY: \_\_\_\_\_  
Julie Olson, Councilor

BY: \_\_\_\_\_  
Gary Medvigy, Councilor

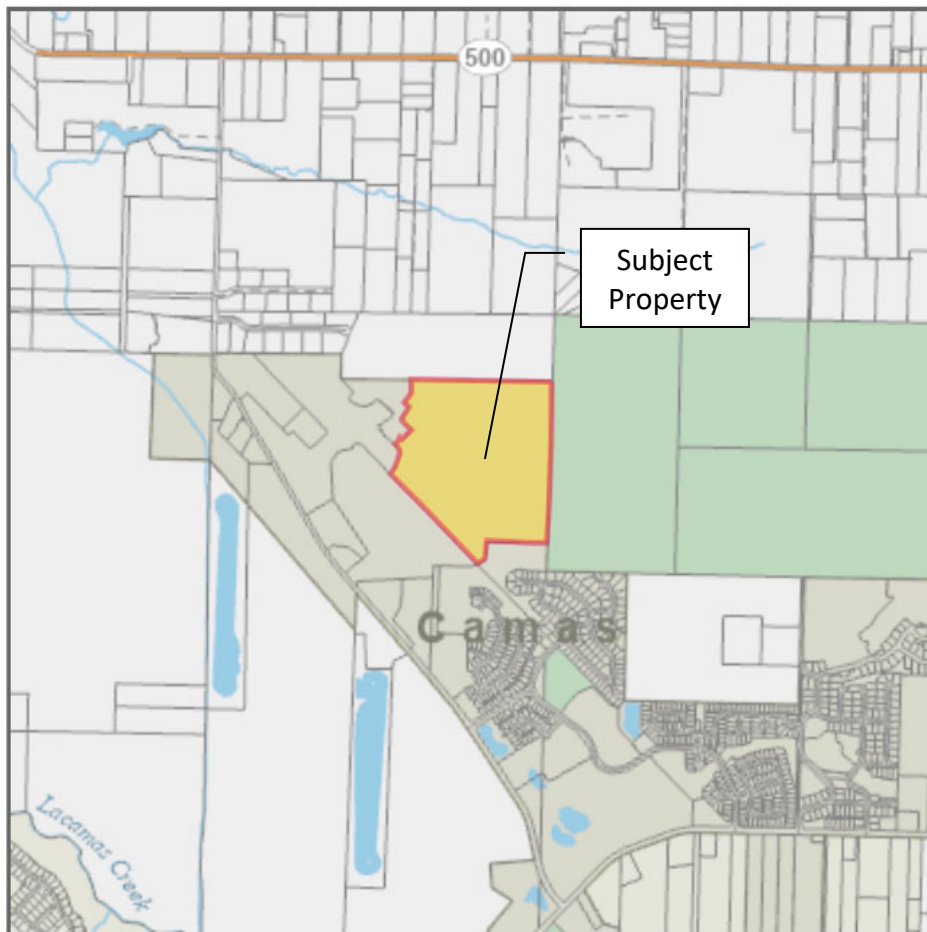
BY: \_\_\_\_\_  
Richard Rylander, Councilor

## Exhibit A

### Subject Property

#### **General Information**

Property Account	986047279
Site Address	
Owner	CITY OF CAMAS
Mail Address	616 NE 4TH AVE CAMAS WA , 98607 US
Land Use	PRIME DEVELOPABLE GROUND
Property Status	Active
Tax Status	TOTAL EXEMPTION
1st Line Legal	#50 SEC 17 T2N R3EWM 55.66A
Area (approx.)	2,424,550 sq. ft. / 55.66 acres





**Exhibit B**

**DEED OF RIGHT**

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

The City of Camas, for and in consideration of monies coming in whole or in part from the Conservation Futures Fund, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Interlocal 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 below forever for those purposes described in the abovesaid agreement, which was signed by the City of Camas on the \_\_\_\_ day of \_\_\_\_\_ and by Clark County on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and which is titled Conservation Futures-Interlocal Project Agreement. Project # \_\_\_\_\_

The City of Camas 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 City's project application at the time of funding approval, unless the Clark County Council consents to the inconsistent use in writing. 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, which means they will be subjected to a similar conservation covenant.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated herein by this reference.

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

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_

**Mayor: - City of Camas** \_\_\_\_\_  
**Steve Hogan**

Approved as to Form, Only  
Anthony F. Golik  
Prosecuting Attorney

**BY:** \_\_\_\_\_  
**Bill Richardson**

**ATTEST:** \_\_\_\_\_  
**Rebecca Tilton**

**Deputy Civil Prosecutor**

**Clerk to the Council**


**Certificate Of Completion**

Envelope Id: ECB171F4060F435BA5EA5F3D58A4A226	Status: Completed
Subject: Please DocuSign: 22-0815 City of Camas Interlocal Agreement	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Amy Arnold
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	amy.arnold@clark.wa.gov
	IP Address: 64.4.181.164

**Record Tracking**

Status: Original	Holder: Amy Arnold	Location: DocuSign
8/30/2022 12:51:29 PM	amy.arnold@clark.wa.gov	

**Signer Events**

Signer Events	Signature	Timestamp
Bill Richardson bill.richardson@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 8/30/2022 12:53:57 PM Viewed: 8/30/2022 1:26:59 PM Signed: 8/30/2022 1:28:15 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/30/2022 1:26:59 PM  
ID: dec75de3-2522-41f5-90d5-92b2a44228ef

**In Person Signer Events**

In Person Signer Events	Signature	Timestamp
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**Editor Delivery Events**

Editor Delivery Events	Status	Timestamp
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**Agent Delivery Events**

Agent Delivery Events	Status	Timestamp
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**Intermediary Delivery Events**

Intermediary Delivery Events	Status	Timestamp
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**Certified Delivery Events**

Certified Delivery Events	Status	Timestamp
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**Carbon Copy Events**

Carbon Copy Events	Status	Timestamp
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**Witness Events**

Witness Events	Signature	Timestamp
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**Notary Events**

Notary Events	Signature	Timestamp
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**Envelope Summary Events**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2022 12:53:57 PM
Certified Delivered	Security Checked	8/30/2022 1:26:59 PM
Signing Complete	Security Checked	8/30/2022 1:28:15 PM
Completed	Security Checked	8/30/2022 1:28:15 PM

**Payment Events**

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Clark County, WA**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Clark County, WA**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.