

**INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY, THE CITIES OF CAMAS, WASHOUGAL, RIDGEFIELD,
LA CENTER, BATTLE GROUND, VANCOUVER,
AND THE TOWN OF YACOLT
CONCERNING CULTURAL AND HISTORIC RESOURCES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Clark County (the “County”), and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, and the Town of Yacolt, all municipal corporations of the State of Washington (“the Cities”). Together, the Cities and the County shall be referred to as “the Parties”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides that one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform;

WHEREAS, a Certified Local Government (CLG) is a local government that establishes a historic preservation program meeting federal and state standards and is eligible to apply to the State Historic Preservation Officer (SHPO) and the National Park Service for certification. A local government that receives such certification is known as a “certified local government” or “CLG”;

WHEREAS, Clark County is a Certified Local Government (CLG) that has established a historic preservation program that meets federal and state standards of the National Park Service and the Washington State Historic Preservation Office (the Department of Archaeology and Historic Preservation);

WHEREAS, the County established a Historic Preservation Commission on December 23, 1981, which provides for the identification, evaluation, and protection of historic and prehistoric resources within the county;

WHEREAS, the Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and/or cultural resources within the county for future generations;

WHEREAS, the County has adopted Clark County Code 40.250.030 Historic Preservation to implement the Clark County Historic Preservation program; and

WHEREAS, the County has previously cooperated with each of the Cities in these subject areas.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

AGREEMENT

- I. **PURPOSE**. The purpose of this Agreement is to:
 - A. Continue the Clark County Historic Preservation Commission as the local review body for the Parties;
 - B. Continue the established process for recognizing, nominating, designating, and listing historic and cultural properties to the Clark County Heritage Register, which have special significance and are, therefore, worthy of preservation;

- C. Continue the established process for reviewing alterations to properties listed in the Clark County Heritage Register;
- D. Continue the established process for the owners of local historic and cultural properties to take advantage of the Washington State Special Valuation program;
- E. Encourage private owners to preserve their significant historic and cultural properties;
- F. Provide owners and interested citizens with information about local historic and cultural resources;
- G. Allow the Parties to have input on the designation of significant historic and cultural resources within their jurisdictions, including historic districts, within their jurisdictions; and
- H. Allow the Parties to share information pertaining to historic and cultural resources.

II. ROLE OF HISTORIC PRESERVATION COMMISSION AND STAFF.

A. The Clark County Historic Preservation Commission:

1. Clark County Heritage Register: The Clark County Historic Preservation Commission will review all nominations to the Clark County Heritage Register. The Historic Preservation Commission shall ensure that each Party has reasonable notice and opportunity for input on an application that is within their jurisdiction.
2. Design Review: The Clark County Historic Preservation Commission will review applications for alterations, demolitions, and relocations of properties listed in the Clark County Heritage Register.
3. Special Valuation: The Clark County Historic Preservation Commission will review all applications for the Washington State Special Valuation for Historic Properties.
4. National Register of Historic Places: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the National Register of Historic Places.
5. Commission Membership: Because Clark County and the City of Vancouver are both Certified Local Governments and have chosen to have a joint Historic Preservation Commission, both the City of Vancouver and Clark County participate in the appointment process of commission members. The Clark County Historic Preservation Commission shall consist of seven (7) members. Except as provided in Clark County Code 40.250.030(D)(2)(b), five (5) members of the commission shall be appointed by the County Council and shall be residents of the county, and two (2) members of the commission shall be appointed by the city of Vancouver and shall be residents of the city of Vancouver.
6. The Cities shall have an adopted historic preservation code provision that provides guidance on the requirements of the historic preservation program or shall adopt by reference Clark County Code Historic Preservation 40.250.030.
7. Appeals of decisions by the Historic Preservation Commission will be heard as provided by a City's historic preservation code, or in the absence of an adopted code provision, will default to Clark County's Historic Preservation Code (Clark County Code 40.250.030), in which appeals are heard by the Superior Court, pursuant to Chapter 36.70C RCW.

B. Staff:

1. County Staff: Clark County Community Planning staff will be responsible for administrative functions of the commission, including minutes and agendas, and will prepare staff reports and recommendations on historic preservation cases, with assistance from City staff when needed, and will attend commission meetings and public hearings concerning properties in each City's jurisdictions. Other duties are referenced in the Historic Preservation Commission's Rules and Procedures and Clark County Code 40.250.030. The county's Prosecuting Attorney's office will provide general guidance to the commission on internal regulatory matters as well as guidance on legal matters regarding interpretation of the County Code and other cities/town codes.
2. City Staff: Staff to the Cities will be responsible to notify county staff to the Historic Preservation Commission when any building or demolition permit applications are applied for properties listed on the Clark County Heritage Register and the Cultural Resources Inventory.
3. Staff Cooperation: City and County staff will work cooperatively within the spirit of the commission's Rules and Procedures to provide the necessary flow of information and staff support to the commission.

III. DURATION. This Agreement shall become effective upon its recording with the Clark County Auditor following execution by the Parties and shall continue for ten years.

IV. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall administer the performance of the Agreement.

V. MANNER OF FINANCING. Clark County provides administrative support to the Historic Preservation Commission. The Cities do not provide any financial support.

VI. NO PROPERTY. No property will be acquired, held, used, or disposed of in connection with this Agreement.

VII. TERMINATION. Any City may choose to terminate this Agreement by providing thirty (30) days written notice to the County, which action would not invalidate this Agreement among the remaining Parties. The County may choose to terminate this Agreement with any City by providing thirty (30) days written notice to the City.

VIII. DISPUTE RESOLUTION. In the event of a dispute between the Parties regarding performance of this Agreement, the Parties shall proceed as follows:

- a. The County Manager and the City Manager of the jurisdiction involved in the dispute, or their designated representatives, shall first review the dispute and provide the Parties options for mutual resolution of the dispute.
- b. Jurisdiction and venue over any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved pursuant to section 8.a shall be in the Superior Court for the State of Washington in Clark County.

IX. EMPLOYMENT. The employees of the County and the Cities shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for withholding of taxes, payment of

benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

- X. INDEMNIFICATION. The Parties hereby release, indemnify, and promise to defend and save harmless the other Parties, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other Party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each Party specifically agrees to indemnify and hold harmless the other Party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other Party; provided, however, this paragraph does not purport to require that either Party indemnify the other against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the Party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- XI. AMENDMENTS. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.
- XII. ASSIGNMENT. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
- XIII. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- XIV. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein.
- XV. FILING. Within five (5) days from the date of execution of this Agreement, the Clerk of the Clark County Council shall file this Agreement with the County Auditor, and post this Agreement on the County website pursuant to RCW 39.34.040.
- XVI. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
- XVII. GOVERNING LAW. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the **COUNTY**:

CLARK COUNTY, WA

A municipal corporation

By: _____

Clark County Manager

DATED: _____

Approved as to Form only:

Anthony F. Golik

Prosecuting Attorney

By: _____

Christine Cook

Senior Deputy Prosecuting Attorney

For:

CITY OF BATTLEGROUND, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For :

CITY OF CAMAS, WA

A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE CITY OF LA CENTER, WA
A municipal corporation

By: _____
Greg Thornton, Mayor

DATED: _____

Approved as to Form only:

By: _____
Daniel Kearns, City Attorney

For:

CITY OF RIDGEFIELD, WA

A municipal corporation

By: _____

[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____

Signature and Title

Printed Name and Title

For :

CITY OF WASHOUGAL, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE TOWN OF YACOLT, WA

A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title