Interlocal Cooperation Agreement Between The
City of Camas (“City”) and
Clark County (“County”)
Under the Authority of Chapter 39.34, RCW

This is an interlocal agreement entered into on the date it is fully executed and pursuant to chapter 39.34 RCW for the design, permitting and construction of certain public facilities as set forth herein on public right of way adjacent to the City limits, but located outside the City limits.

RECITALS:

Whereas, "City" has been presented by Lacamas Heritage Properties, LLC certain improvement projects related to Village at North Shore off-site transportation improvements; and

Whereas, said project is within County right-of-way (“County ROW”), all as more particularly delineated on the attached Exhibit "A"; and

Whereas, Lacamas Heritage Properties, LLC has received preliminary site plan approval and/or conditional use approval from the City on the development proposals that require the projects to be completed; and

Whereas, the City and County both reviewed the engineering plans for the proposed improvement projects; and

Whereas, County presently has land use jurisdiction over portions of the proposed public transportation improvements by virtue of portions of said improvements being located within the County right-of-way and outside the City limits, said improvements being adjacent to City right of way; and

Whereas, the City and the County find that the public facility improvements as described herein provide benefits to the residents of both the City and the County; and

Whereas, the City and the County each have right-of-way and road standards that meet the multi-modal needs of the traveling public; and

Whereas, the City and the County each have professional planning, permitting, inspecting, and engineering personnel on their respective staffs.

AGREEMENT: NOW, THEREFORE, it is agreed by the City Council of Camas and the Clark County Council as follows:

1. The City and the County find it is in the public interest to enter into this Interlocal Agreement which will allow the right-of-way and roadway improvement projects to be processed through the City, including design and engineering plan review, permitting, construction oversight, operations, and maintenance of the new and existing public use facilities which are partially located within County right-of-way.
2. This Interlocal Agreement will terminate automatically upon the execution of item# 5 listed below.
3. This Interlocal Agreement does not require the creation of any separate legal or administrative entity. The City shall be responsible for review and approval of all elements of the proposed right-of-way improvements which will be constructed by Lacamas Heritage Properties, LLC through the City's land use development process. The City shall forward any modifications to the current plans depicted in Exhibit A to County for review and approval.
    a. The administrator in charge of this Project will be Doug Quinn, City Administrator of the City of Camas.
4. This Interlocal Agreement will pertain to the rights-of-ways on NE 3rd Street and NE 252nd Avenue as further shown and described in Exhibit "A".
    a. The City shall issue any regulatory or other permits needed to complete this project.
    b. The permitting of the development of the public facilities shall apply the County code. The County will provide the City with copies of applicable development codes and design standards.
    c. The City shall provide the County with a copy of the construction plans to perform a final review of the work within County ROW.
    d. The City will notify the County in writing, prior to issuance of final punch list, to provide input specific for work which is within County ROW addressing any concerns or discrepancies prior to final acceptance
    e. The City shall verify that a Warranty Bond is provided by Lacamas Heritage Properties, LLC prior to the recording of the plat to cover all public improvements within County ROW. The amount of the bond should be at least 10% of developers cost associated with those improvements.
    f. The City shall verify that an agreement has been established between the County and Lacamas Heritage Properties, LLC, providing for reimbursement by Lacamas Heritage Properties, LLC to the County to cover County costs for plan review, signing, striping, and inspection work within County ROW.

5. The City shall respond to, defend, indemnify, and hold harmless the County for all claims of liability or damage resulting from the proposed right-of-way improvements.
6. Upon obtaining the final approved copy of this Agreement, the City will file the Interlocal Agreement with the County Auditor of Clark County, as required by RCW 39.34 040.
7. This Agreement shall be executed in three original counterparts, which shall be delivered to the Clerk of the City upon execution of the Agreement by the Clark County Council.

This Agreement shall be effective upon its adoption by the Clark County Council.

AGREED TO BY THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON THIS ___ DAY OF NOVEMBER, 2026.

CITY OF CAMAS

_____

Steve Hogan, Mayor

Approved as to form:

_____

Attorney for City of Camas

AGREED TO BY THE CLARK COUNTY COUNCIL THIS ___ DAY OF NOVEMBER, 2026

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

_____ By:_____

Clerk to the Council Sue Marshall, Chair

Approved as to Form Only: By:_____

ANTHONY F. GOLIK Glen Yung, Councilor

Prosecuting Attorney

By: _____ By:_____

Michelle Belkot, Councilor

By:_____

Wil Fuentes, Councilor

By:_____

Matt Little, Councilor