

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: *Community Planning*

DATE: July *21*, 2020

REQUESTED ACTION: Staff is seeking council approval of the Interlocal Agreement between Clark County and the City of Vancouver concerning Cultural and Historic Resources. Staff is also requesting the council to authorize the Interim County Manager to sign the Interlocal Agreement.

Consent Hearing County Manager

BACKGROUND

Clark County and the City of Vancouver have a joint Historic Preservation Commission which was established on December 23, 1981, in order to identify, evaluate, and protect historic and prehistoric resources within the City and the County. The joint 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. The Interlocal Agreement concerning Cultural and Historic Resources between the city and the county was last signed in 2005. Since then, there have been many changes that have been codified in the city and county historic preservation codes. In 2018, Clark County adopted updates to the Clark County Code 40.250.030 Historic Preservation and in 2020, the city of Vancouver adopted updates to Vancouver Municipal Code 17.39 Historic Preservation, VMC 20.220.050 Clark County Historic Preservation Commission to implement the Clark County Historic Preservation program. The updated Interlocal Agreement reflects the changes that have been made to the city and county's historic preservation codes.

COUNCIL POLICY IMPLICATIONS

N/A. The updated Interlocal Agreement reflects the changes that have already been made to the city and county's historic preservation codes as adopted by each jurisdiction.

ADMINISTRATIVE POLICY IMPLICATIONS

The updated Interlocal Agreement reflects the changes that have already been made to the city and county's historic preservation codes as adopted by each jurisdiction.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

N/A

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>

Sharon Lumbantobing

Sharon Lumbantobing
Planner II

Oliver Orjiako

Oliver Orjiako
Community Planning Director

Sharon Lumbantobing x 4909

APPROVED: *[Signature]*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *July 21, 2020*

SR# *096-20*

APPROVED: _____
Kathleen Otto, Interim County Manager



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

**INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY AND THE CITY OF VANCOUVER, WA
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 City of Vancouver (the "City"), both municipal corporations of the State of Washington, and together 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 City of Vancouver is designated as a Certified Local Government (CLG) under state and federal historic preservation standards with authority to maintain its own historic preservation program, and seeks to continue to participate as part of Clark County's historic preservation program;

WHEREAS, the County and the City have a joint Historic Preservation Commission which was established on December 23, 1981, in order to identify, evaluate, and protect historic and prehistoric resources within the City and 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 and the Historic Preservation Commission Rules and Procedures to implement and manage the Clark County Historic Preservation program; and

WHEREAS, the City has adopted Vancouver Municipal Code 17.39 Historic Preservation, VMC 20.220.050 Clark County Historic Preservation Commission, and VMC 20.510 Heritage Overlay District to implement the Clark County Historic Preservation program; and

WHEREAS, the Parties have worked collaboratively in these subject areas for nearly 40 years, and have determined that it would be in the best interests of their citizens to continue doing so;

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 County and the City;
- 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, including historic districts; 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 its 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: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the National Register.
5. Commission Membership: 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. The Historic Preservation Commission chair shall appoint a committee to review applications for open positions on the commission. The committee shall conduct interviews and

provide one or more recommendations to the Vancouver City Council and the County Council for each of their respective vacant positions.

6. **Education Services:** The Clark County Historic Preservation Commission shall provide heritage education services including but not limited to public workshops, lectures, seminars and education materials and professional education for commissioners and staff.
7. **Appeals of decisions by the Historic Preservation Commission** will be heard as provided by each Party's code, or in the absence of an adopted code provision, 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, with assistance from city staff when needed, and will attend commission meetings and public hearings concerning properties outside the city of Vancouver. Other duties are referenced in the Historic Preservation Commission's Rules and Procedures and Title 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 of the City of Vancouver's, Development Review Division, will be responsible for the designation and review processes of the historic preservation program in their jurisdiction, including preparing staff reports and recommendations, and will attend commission meetings and public hearings concerning properties within the city of Vancouver. City staff must notify the county's Historic Preservation Commission staff when any properties listed on the Cultural Resources Inventory are demolished so that the county staff can update the Cultural Resources Inventory. The City Attorney's office will provide guidance to the commission on legal matters requiring interpretation of City Code.
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 both 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 jointly administer the performance of the Agreement.
- V. **MANNER OF FINANCING.** Clark County provides administrative support to the Historic Preservation Commission. The City of Vancouver provides financial support for historic preservation education and outreach initiatives.
- VI. **NO PROPERTY.** No property will be acquired, held, used, or disposed of in connection with this Agreement.
- VII. **TERMINATION.** The City may choose to terminate this Agreement by providing thirty (30) days written notice to the County. The County may choose to terminate this Agreement with the 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 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 each Party 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. Each Party does hereby release, indemnify, and promise to defend and save harmless the other Party, 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. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein.
- XIV. 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.
- XV. 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.
- XVI. 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: Kathleen Otto
Kathleen Otto
Interim Clark County Manager


DATED: July 21, 2020

Approved as to Form only:
Anthony F. Golik
Prosecuting Attorney

By: Taylor Hellwik Taylor Hellwik, PPA
Christine Cook for Christine Cook
Senior Deputy Prosecuting Attorney

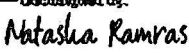
For:

CITY OF VANCOUVER, WA
A municipal corporation

DocuSigned by:

By: _____
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Eric J. Holmes, City Manager


DATED: 6/16/2020

Attest:

DocuSigned by:


BCE734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:


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Jonathan Young, City Attorney