

## **MEMORANDUM OF UNDERSTANDING BETWEEN**

### **CITY OF CAMAS And CLARK COUNTY**

#### **For the City of Camas North Shore Sewer Project**

This Memorandum of Understanding is between the **CITY OF CAMAS**, a Washington municipal corporation and **CLARK COUNTY**, a political subdivision of the State of Washington, for the construction of a sewer line to serve the City of Camas.

#### **RECITALS**

WHEREAS, the City desires to install and construct new public sewer systems, on parcels of land whose boundaries are generally shown in the attached Exhibit "A" and referred to herein as "the Parcels," located north of Lacamas Lake; and

WHEREAS, both the City and County presently have land use regulatory jurisdiction over different portions of the Parcels; and

WHEREAS, the City's wetland protection ordinance is substantially similar to the Clark County wetland protection ordinance; and

WHEREAS, the City and the County both have professional planning, permitting, inspecting, and engineering personnel on their respective staffs capable of reviewing the proposed sewer line; and

WHEREAS, the City and County have found, in the past, that where a project bisects the jurisdiction of the City and County it is more efficient for either the City or the County to assume review responsibilities over the entire proposal while consulting with the other entity throughout the review process; and

WHEREAS, the parties find that the public interest is advanced by entering into this MOU, the purpose of which is to allow for the design, permitting and construction of a new municipal sewer system, which is located partially outside of the limits of the City of Camas and through a portion of the jurisdiction of Clark County, now therefore,

It is agreed by the parties as follows:

1. The City of Camas plans to construct and install a regional sewer system in the Northern Urban Growth Area north of Lacamas Lake as depicted in Exhibit A. A portion of those improvements will go through County owned park land know as Camp Currie, which includes parcel numbers 175929-000, 173166-000, 173179-000, 172959-000, 172958-000, and Lacamas Regional Park, which includes parcel numbers 124289-000 and 124522-000. This area is not incorporated in City of Camas' jurisdictional authority. This MOU applies only to the part of the project that impacts the land located within Clark County's jurisdiction.

2. This MOU shall be effective on the date it is fully executed by both parties and will remain in effect until terminated as provided in paragraphs 5 and/or 7.

3. The City shall be responsible for all elements of the project. The City shall design and engineer, permit, construct, operate, and maintain the public improvements. The City shall work with affected agencies if there is a conversion (to non-park use) of any portion of the property. To the extent the City's use of a portion of Camp Currie amounts to a conversion, the City shall protect the County as provided in paragraph 8.

4. The City will utilize the available services of the City's Community Development Department process to permit the sewer improvements, including plan and critical area reviews, shorelines and permits, and utilize available services of the City's Public Works Department regarding approval of design and engineering, construction contracting, administration and oversight of the new and existing facilities which are partially located on county land, subject to the following conditions:

- a. The City shall issue any regulatory or other permits needed to complete this project consistent with state, federal, and local law.
- b. In reviewing and permitting the development of the public facilities the City will apply the City code unless the County code is more restrictive, in which case the County code shall apply.

5. The County agrees to grant a license to the County-owned land for the Parcels described above and as shown in Exhibit A to allow the City, its employees, contractors and agents to construct, install and maintain the new sewer facilities on the above-described parcels of land owned by the County. This license is to the City only and may not be assigned or transferred and may remain in place as long as this sewer use is not inconsistent with the County's use of the property.

6. This project will be financed solely by the City of Camas.

7. Either party may choose to terminate this MOU by notifying the other party in writing 30 days prior to termination. The City agrees to reimburse the County for the reasonable and documented cost of services provided through the date of termination of the MOU.

8. The City shall respond to, defend, indemnify and hold harmless the County from all claims of liability, damage or injury arising directly or indirectly as a result of the permitting, design, engineering, construction, administration or oversight of the trail, and any new facilities related to the trail, unless the claim arises from the intentional acts or the sole negligence of the County, including the County's agents, officers, or employees.

10. The provisions of this MOU may be amended by mutual consent of the parties in writing.

City of Camas

Clark County

\_\_\_\_\_  
Pete Capell, City Administrator

\_\_\_\_\_  
Mark McCauley, County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Shawn MacPherson, City Attorney

Attest:

\_\_\_\_\_  
Jennifer Gorsuch, City Clerk

Approved as to form only:

Anthony F. Golik,  
Clark County Prosecuting Attorney

By: \_\_\_\_\_  
Christine M. Cook,  
Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Rebecca Tilton, Clerk to the Board