

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON-CARSON SCHOOL DISTRICT**

FOR SUPPORT OF MARKETING THE STEVENSON COMMUNITY POOL

THIS AGREEMENT dated December 19, 2019, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to market the community pool.

WHEREAS, Washington Statute RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies any enter agreements with one another for mutual cooperative action; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening and marketing the community pool (owned by the School District); and

WHEREAS, the City desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism, and

WHEREAS, the City does not have qualified staff to manage marketing for the Community Pool; and

WHEREAS School District is uniquely qualified to manage marketing the Community Pool, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events; and

WHEREAS it is in the City's interest to contract with School District to perform marketing of the Community Pool to encourage increased tourism, promote interest in the City and the local region and to act on the City's behalf in disseminating information about the City.

NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Performance. School District will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. School District will market the Community Pool (owned by the School District) as described on Exhibit A, incorporated herein by reference.
 - b. School District will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. The School District shall complete the services to be performed under this agreement on or before December 31, 2020.
3. Term. The term of this agreement shall begin January 1, 2020 and end upon the completion of the project, but no later than December 31, 2020.
4. Payment.
 - a. The City will reimburse School District up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 12, 2021. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. School District shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of "School District". It is hereby understood, agreed and declared that School District is an independent contractor and not the agent or employee of City and that no

liability shall attach to City by reason of entering into this agreement, except as may be provided herein.

9. Insurance and Liability. School District shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

School District further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by School District employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance With Laws. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

Stevenson-Carson School District

Scott Anderson, Mayor

Karen Douglass, Superintendent

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Organization/Agency

Federal Tax ID Number

Contact Name

Mailing Address

Phone

Email

Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$_____

Supplemental Questions

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

1. Describe your Tourism-Related Activities, Event or Facility:

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

3. Identify your top 5 sources of Revenue:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

5. Describe your plans for advertising and promoting your proposed activity or facility.

6. Explain how your activity or facility will result in increased tourism and overnight stays.

7. List the number of tourists expected to attend your activity or facility in each of these categories:

1. _____ Staying overnight in paid accommodations.
2. _____ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. _____ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. _____ Attend but are not included in any one of the categories above.
5. _____ Estimated number of participants in any of the above categories that attend from another state or country.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

Signature

Printed Name

Date

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

If multiple activities are planned, please submit a separate application for each activity.

The Community Pool

Stevenson-Carson School District

Working Operating Budget**

Revenues	1920FY	
	1920 Budget	YTD(September)
Local-2000s	\$ 104,350.00	\$ -
Local donations		
Governmental Partnerships		
8900 - Other Governmental Grants	\$ -	
8918 - Skamania County Tourism	\$ 4,000.00	
8917 - City of Stevenson Tourism	\$ 3,000.00	
8914 - City of Stevenson Grant	\$ 30,000.00	
District Contributions	\$ 40,000.00	
Needed Grants or Donations*	\$ 23,477.00	
Total Revenues	\$ 204,827.00	\$ -
Expenses	1920FY Budget	YTD
8900/9700 General Pool Expenditures		
Salary & Benefits	\$ 137,427.00	
Supplies & Materials	\$ 15,000.00	
Purchased Services	\$ 52,400.00	
Travel	\$ -	
Capital Outlay	\$ -	\$ -
Total Expenditures General Pool	\$ 204,827.00	\$ -
NET POSITION		\$ -

* BNSF, iQ, City of North Bonneville, WRBA
 Skamania County, Pool Committee Support, Grants
 (Past individual grants given)

**Budgeted amounts based on a combination of 18-19 actuals and expected revenues/expenses with the school fiscal year and the government calendar year adjustment

Mid-Year Target = 60% of Revenue
 \$122, 894 (adjusted to align with expenses)
 3rd Quarter Target = 80% of Revenue
 \$163,861 (adjusted to align with expenses)