

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION**

THIS AGREEMENT is entered into between Skamania County, a municipal corporation, hereinafter referred to as “**Skamania County Senior Services**”, and the City of Stevenson, a municipal corporation, hereinafter referred to as the “**CITY**” for purposes hereinafter mentioned:

WHEREAS, the City is the recipient of Hotel/Motel Funds, for the promotion of travel and tourism, for the marketing and operation of special events and festivals and for related tourist activities in Stevenson,

WHEREAS, the City desires to increase dissemination of information about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

WHEREAS, the City and Skamania County Senior Services mutually agree that the County can provide promotional information **for a tourism service** that will increase tourism;

NOW, THEREFORE, BE IT RESOLVED, that the City and the County through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

1. Skamania County Senior Services shall:
 - a. Design and conduct promotion for and operation of the County transportation service to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2020 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.
 - b. 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. 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.
3. Completion: All work shall be completed by December 31, 2020.
4. Payment:
 - a. The sum to be paid shall not exceed \$2,000 and will be reimbursed as described in Exhibit “A” and as follows.
 - b. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - c. 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.**
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. 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: Skamania County Senior Services shall maintain financial records of all transactions related to this agreement for six (6) 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 Skamania County Senior Services: It is hereby understood, agreed and declared that Skamania County Senior Services is an independent contractor and is not the agent or employee of City and that no liability shall attach to City by reason on entering into this agreement, except as may be provided herein.
9. Insurance and Liability: Skamania County Senior Services 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.

Skamania County Senior Services 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 Skamania County Senior Services 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: Skamania County Senior Services shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Skamania County Senior Services 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 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 cost and expenses so incurred by the non-defaulting party, including without limitation, "reasonable attorney" costs and fees and 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.
15. Certification of Authority: The parties hereby certify that the person executing this agreement on behalf of City and Skamania County Senior Services, have legal authority to enter into this

agreement on behalf of City and Skamania County Senior Services, and are able to bind City and Skamania County Senior Services, in a valid agreement on the terms herein.

16. Interlocal Agreement Representations

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on December 31, 2019 or sooner as provided in paragraph 6 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County Senior Services for certain tourism services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of the Tourism Promotion Fund Budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraphs 5 and 6 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing: Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

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

CITY OF STEVENSON:

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON:**

Mayor

Chairman

Commissioner

Commissioner

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

City Attorney

Skamania County Prosecuting Attorney

EXHIBIT A

Tourism Promotional Services

DELIVERABLES:

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2020 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.

Visitors from the Portland, Oregon and Vancouver/Clark County Washington areas will have access to the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area via public transportation on the weekend. Funding has been received from WSDOT and Skamania County to provide the transit runs during the weekdays.

The City will reimburse Skamania County Senior Services for marketing, promotion, and operation of the special seasonal transportation services not to exceed the amount specified in paragraph 4 above.

Whenever possible the promotional pieces will identify the City of Stevenson on the route maps and as a “stop”.



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Skamania County Senior Services

91-6001363

Organization/Agency

Federal Tax ID Number

Sophie Miller

Contact Name

PO Box 369 Stevenson, WA 98648

Mailing Address

509-427-3985

miller@co.skamania.wa.us

Phone

Email

Dog Mountain Shuttle

Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 2000.00

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:

Skamania County Senior Services (SCSS) provides a Dog Mountain shuttle during the peak wildflower season;

Mid-April to June. This shuttle provides transportation from Stevenson to the Dog Mountain trailheads Saturdays and Sundays during the busiest times of the year. The shuttle was devised to address safety concerns alleviate parking and congestion at the trailhead. The goal is to increase visitor access to the popular trailhead while also promoting Stevenson tourism. The visitors will have access to local maps, business guides and promotion of the town through our bus drivers.

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.

The Dog Mountain shuttle would begin Mid-April and go through June 2020. Providing the shuttle from the Stevenson fairgrounds parking lot will allow visitors to drive to Stevenson and ride the shuttle

bus to the trailhead. This allows for visitors to preview the town and see what restaurants/shops are available to them after their hike. Expected costs for the 2020 Dog Mountain shuttle are \$24,000.

3. Identify your top 5 sources of Revenue:

1.	Transit Fares	\$ 5000
2.	City of Stevenson Lodging Tax	\$ 2000
3.	Skamania County Lodging Tax	\$ 2000
4.	Skamania County	\$ 5000
5.	Federal Lands Access Program/BNSF Grants	\$ 10,000

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. We partner with the US Forest Service to promote safety and alleviate parking and congestion at the trailhead. The US Forest Service is looking into alternative measures at the trailhead but until then, the Dog Mountain shuttle works to help with accessing the trail. The County is unable to cover 100% of the costs to run the shuttle. We look to partner with grantors and other agencies to provide financial support for this program.

5. Describe your plans for advertising and promoting your proposed activity or facility. SCSS uses partnerships with local agencies such as the Skamania County Chamber of Commerce, The Friends of the Columbia River Gorge, Hood River Chamber of Commerce, Gorge Translink and the US Forest Service to assist with marketing and promoting of the Dog Mountain Shuttle.

6. Explain how your activity or facility will result in increased tourism and overnight stays. The Dog Mountain Trailhead has a very large draw during the peak wildflower season. Providing the Dog Mountain Shuttle from Stevenson promotes visitors to come to Stevenson and access all the amenities that it has to offer. SCSS informs the Skamania Lodge about the shuttle services and our transit bus drivers are trained to promote local businesses and tourism opportunities in Stevenson.

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

1. 25 Staying overnight in paid accommodations.
2. 5 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 1000 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 100 Attend but are not included in any one of the categories above.
5. 1500 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.

SCSS has a very strong relationship with Skamania County Chamber of Commerce, they are an integral part of the Dog Mountain shuttle. We rely on them for their support and ability to promote and outreach for the shuttle. We also work with the chamber of commerce in Hood River for the same purposes of promoting of the shuttle.

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

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? In past years, local businesses have partnered with the US Forest Service and the Chamber to offer discounts to those visitors that ride the shuttle and show their permit/bracelet. We offer visitor material on the buses from the chamber, local maps and word of mouth from our drivers promoting businesses.

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.

Please see attached.

12. Sign and date your proposal.


Signature

Sophie Miller
Printed Name

10/14/2019
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.

Source	2020 Revenue	2019 Expected Expenditures
Transit Fares	\$ 5,000.00	Salaries/Wages/Benefits \$16,000
City of Stevenson Lodging Tax	\$ 2,000.00	Fuel \$3,000
Skamania County Lodging Tax	\$ 2,000.00	Repairs/Maint. \$2,000
Skamania County	\$ 5,000.00	Misc-Supplies, Brochures Etc. \$3,000
FLAP/BNSF Grant	\$ 10,000.00	\$24,000
	\$ 24,000.00	

2020 Request \$2000

Lodging Tax request is about 8% of the total budget