

**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 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 2019 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, 2019 and end upon the completion of the project, but no later than December 31, 2019.
3. Completion: All work shall be completed by December 31, 2019.
4. Payment:
 - a. The sum to be paid shall not exceed \$1,250 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 13, 2020. **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 2019 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”.

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Senior Services

Contact Person: Sophie Miller

Mailing Address: P.O. Box 369 Stevenson, WA 98648

Phone: 509-427-3990

Email: miller@co.skamania.wa.us

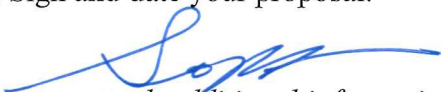
Name of Proposed Event: Dog Mountain Shuttle

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 organization. Include your TIN/EIN if applicable.
Skamania County Senior Services (SCSS) is the public transportation provider for Skamania County. We provide dial- a- ride and transit services. We serve seniors, the general public and out of county visitors. Our agency also provides nutrition and information & assistance services for the county. #91-6001363
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.
We offer a seasonal Dog Mountain Shuttle during the peak wildflower season for Dog Mountain Trailhead. This shuttle is aimed to alleviate parking and congestion at the trailhead and on SR Hwy 14. The goal is to promote local businesses, improve safety and enhance visitor experience. The Dog Mountain Shuttle starts and stops in Stevenson. It allows visitors to park in Stevenson and then access the trailhead without the worry and stress of finding parking. While on the shuttle, we provide access to local business information and a map of Stevenson. The shuttle will run from Mid-April 2019 to Mid-June 2019.
3. How much are you requesting from City of Stevenson Lodging taxes?
We are requesting \$1250 from the City of Stevenson Lodging tax to provide match for our WSDOT grant.
4. Submit a brief 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.
5. Please describe your current fund-raising efforts for this project.
SCSS is a government agency, therefore we do not fundraise for this project. We do receive money from Skamania County and charge a minimal fare to ride the shuttle bus.
6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

The grant from WSDOT is a two-year grant. We will look for other options for sustainability. Possibility working with the US Forest Service and Friends of the Gorge

7. Describe your plans for advertising and promoting your proposed activity or facility.
SCSS relies strongly on partnering with the Skamania County Chamber of Commerce, The Friends of the Columbia Gorge and Translink. All of these partner agencies distribute outreach for this project. A month or so before the service begins we will distribute brochures, update our Facebook page and submit press releases to local newspapers and trail associations.
8. Explain how your activity or facility will result in increased tourism and overnight stays.
The shuttle allows for visitors to plan their trip to the Gorge by not having to worry about parking at the busy trailhead. Last year we worked with the Chamber and US Forest Service to offer discount to shuttle riders at several local businesses. We also inform the Skamania Lodge about our shuttle service so that they may offer that to their patrons. Our transit drivers are trained to inform riders about local businesses and tourism opportunities in Stevenson and the surrounding area.
9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. 10
 - b. Traveling 50 miles or more from their place of residence or business. 2650
 - c. Traveling from another state or country. 500
10. 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 partnered with the Chamber of Commerce over the past couple of years on this project. They have been an excellent advocate to support our project by promoting the service on their website and contacts. We support each other's outreach by providing brochures and city maps to visitors. Casey Roeder always attends meetings and corresponds with partnering agencies such as the US Forest Service.
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. N/A
12. How will the Stevenson community benefit from your project?
The Stevenson community can benefit greatly from this project because of the increased visitation to our town to access the shuttle service to a very popular trailhead. The shuttle bus parking lot is in Stevenson and makes it very easy for people to walk to downtown Stevenson to access local businesses. SCSS shuttle buses are equipped with visitor material from the chamber, local maps and business directory information is easily accessible.
13. Sign and date your proposal.



10/17/18

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	2018 Revenue	
WSDOT	\$ 18,626.00	2017-2019 WSDOT Grant = \$70,000 for two year
Transit Fares	\$ 5,230.00	
City of Stevenson Lodging	\$ 2,500.00	Match for WSDOT Grant
Skamania County Lodging	\$ 2,500.00	Match for WSDOT Grant
	\$ 28,856.00	

2018 Expenditures	2019 Expected Expenditures
\$ 28,856.00	\$ 30,299.00 5% increase to compensate for salary increases, fuel prices and vehicle maintenance

2019 request: \$1250

The City of Stevenson request is about 4% of the budget for 2019