

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

FOR SUPPORT OF MARKETING THE STEVENSON COMMUNITY POOL

THIS AGREEMENT dated December 20, 2018, 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, 2019.
3. 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.
4. Payment.
 - a. The City will reimburse School District up to \$2,500 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 13, 2020. **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

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson-Carson School District Superintendent Karen Douglass

Contact Person: Karen Douglass

Mailing Address: 350 NW Bulldog Drive

PO Box 850

Stevenson, WA 98648

Phone: (509) 427-5674

Email: douglassk@SCSD303.org

Name of Proposed Event: *Invitational Swim Meet and Water Polo Match*

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.
Stevenson-Carson School District, EIN 91-0971921.
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 Stevenson Community pool now has an active Swim Team and is in a position to host regional meets; furthermore, our pool manager's previous experience with multiple aquatic facilities provides us established relationships to better insure adequate participation from across the region. These weekend events will span three days and two nights. We will promote the Stevenson Community Pool throughout the year with full color posters/brochures and paid advertising in Stevenson, all Gorge area newspapers and PNW Aquatic Centers that have polo teams or swim teams. We will promote in Washington and Oregon State. Special events such as Masters Water Polo Tournament and USA or Invitational Swim Meets will attract swimmers to our community for weekend events. (A mock poster is attached to this application.)*
3. How much are you requesting from City of Stevenson Lodging taxes? *\$10,000*
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.
See attached 2018-2019FY Budget – this request is about 6% of all anticipated revenue. Expected Revenue Sources: SCSD District, Daily Revenue Generated, City of Stevenson Partnership, SPA (Stevenson Pool Association) Fund Raising, Lodging Taxes from Skamania County, Burlington Northern Grant and not yet established partnerships or awarded grants.

5. Please describe your current fund-raising efforts for this project.

The Stevenson Community Pool is open and the revenue and expenses are under close monitoring to determine the balance that will work for this community. As the district has said since the beginning of the reopening project: the pool will open and remain open if we have partners and swimmers. The pool's open hours continues to be adjusted slightly to match the pattern of users. Most recently, reducing hours on Friday night due to low attendance and adding new hours on Sunday to pilot an expressed desire by pool users. The District's fund raising efforts will continue to include partnerships, grant opportunities and events to raise funds.. The Stevenson Pool Association is a new community committee that is organizing to raise funds for the pool. Their first event, Dash and Splash, raised nearly \$3000 for pool operations and expenses. Finally, the district considers funds from lodging taxes as one of our funding partners.

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 Stevenson Community Pool continues to establish the plan for successful continued operation, which includes on-going partnerships. The Stevenson Community Pool, with support from the school district's budget, will never succeed on its own without fiscal partnerships. The Operating Budget for 1819FY is attached. On the budget, you will note the anticipated revenue from this application.

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

*Please see question #2. In addition, the pool manager and team of lifeguards will continue to be creating and think out of the box for ideas that could potentially increase participation at the pool. **The new idea implemented last year, Swim Team, has not only increased revenue, it has allow for this application and an opportunity to bring visitors to our community to participate in regional swim team competitions.***

The district still desires to work with Skamania County Chamber in cross promotion, when that could be a benefit. For example, adults wish to attend this "adult only" event sponsored by The Chamber – the pool could step in and offer a special event for children, providing a nice "day care" type option. The Invitational Swim Meets and Water Polo Event will be discussed with both the Chamber and SBA to see what other opportunities it can bring to our city for businesses.

8. Explain how your activity **AND** facility will result in increased tourism and overnight stays.

USAA Swim Meets and USA Master Water Polo events require families to spend the night in the local area in order to participate. It will also require them to eat, most likely shop, and probably fill up a gas tank.

The Stevenson Community Pool provides one more activity for tourists visiting Stevenson to enjoy. Many windsurfers, kiteboarders, hikers, and other tourists come to Stevenson every year. The community pool allows family members not wanting to participate in these sports an alternate activity to enjoy while their spouse or parents windsurf/ kiteboard/ hike etc. Having a large number

of diverse activities for tourists to do in the immediate area will encourage more tourists to come to our area and is a nice amenity for AIRBNB and campgrounds to include in their promotions.

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

Staying overnight in paid accommodations.

*This application represents a **minimum** of 5 events hosted during the 2019 calendar year (4 USAA Swim Meets and 1 Water Polo Event). These events can be scheduled during “shoulder seasons”. Each event should attract a minimum 40 or more families that would need accommodations. Total minimum estimate: 160*

Traveling 50 miles or more from their place of residence or business.

In addition to the minimum listed above, other participants from Gresham/Vancouver/Portland would attend the day events, but perhaps travel home each evening. Furthermore, we see a wide range of visitors from outside our county each month. During the summer, we find that campers and Pacific Crest Trail hikers use the pool for R&R and showers. In addition, our pool has hosted other aquatic teams as they like the “small town” atmosphere, from a Seattle Chapter of the American Volkssport Association to a Texas Swim Team – our pool seems to attract some very special people. We expect 250 participants to travel more than 50 miles to use the facility.

Traveling from another state or country.

Answered in previous question.

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.

Superintendent Karen Douglass is a member of both organizations and regularly attends meetings. When appropriate, she shares with other committee members about what is happening at The Stevenson Community Pool. It is the district’s desire to use the pool to collaborate with any other proposed activity or facility to create a win-win situation. We will advertise in the Chamber of Commerce and on the Stevenson / SBA website. Meaghan Young, our pool manager, has an extensive aquatic background. We will use her network to ensure success of our weekend events.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. *This proposal is not for construction.*

12. How will the Stevenson community benefit from your project?

Beyond the visitors we will bring into the community for the events of this project, the community will benefit greatly from keeping the Stevenson Community Pool opened. Local residents are able to use the pool for recreational swimming. The Stevenson-Carson School District plans to use it to supplement physical education classes and may use it for authentic learning (business class) or for students with special needs. The pool also provides an after school option for parent. The swim lessons have been well received and continue to generate revenue for the pool. Senior citizens are fully engaged in the exercise classes and lap swim. Dr. Mitzi Ferrill reports that it is a benefit for many of her patients. The established swim team now allows us to attract other teams and host weekend events and this will further benefit our tourism industries.

13. Sign and date your proposal.

Karen Douglass 10/17/18

Stevenson Community Pool Presents



INVITATIONAL SWIM MEET 2019

Friday Night – Facility Available for Practice
EVENT: Saturday and Sunday: January 5-6, 2019

Stevenson Community Pool
Stevenson, Washington

Registration form is available online at www.pool.scsd303.org
and is open to swimmers of all ages.
Deadline to register is December 14, 2018.

Prizes and Medals will be awarded.

For more information, call Meaghan 509-427-7665

**Thank You to Skamania County Lodging Tax Funding
for sponsoring this event!**

The Community Pool

Stevenson-Carson School District

Operating Budget

	1819FY Budget
Revenues	
Local	\$ 74,787.00
Anticipated Governmental Partnerships	
8918 - Skamania County Tourism	\$ 11,000.00
8917 - City of Stevenson Tourism	\$ 10,000.00
8914 - City of Stevenson Fiscal Partnership	\$ 30,000.00
Additional Grants and other Local Support yet to be obtained.	\$ 38,000.00
Total Revenues	\$ 163,787.00
	1819FY Proposed Budget
Expenses	
8900/9700 General Pool Expenditures	
Salary & Benefits	\$ 125,221.00
Supplies & Materials	\$ 14,499.00
Purchased Services	\$ 51,291.00
Travel	\$ 201.00
Capital Outlay	
Total Expenditures General Pool	\$191,212.00
8915 - EDC Expenditures	
Supplies & Materials	\$ -
Purchased Services	\$ -
Total Expenditures 8915 - EDC	\$ -
8916 - Skamania County (.09 dollars) Expenditures	
Supplies & Materials	\$ 6,500.00
Purchased Services	\$ -
Total Expenditures 8916 - Skamania County	\$ 6,500.00
8917 - City of Stevenson Tourism Expenditures	
Supplies & Materials	\$ 1,000.00
Purchased Services	\$ 1,500.00
Total Expenditures 8917 - City of Stevenson	\$ 2,500.00
8918 - Skamania County Tourism Expenditures	
Supplies & Materials	\$ -
Purchased Services	\$ -
Total Expenditures 8918 - Skamania County	\$ -
8914 - City of Stevenson Grant Expenditures	
Purchased Services	\$ -
Total Expenditures 8914 - City of Stevenson	\$ -
TOTAL EXPENDITURES	\$ 200,212.00
NET POSITION	\$ (36,425.00)

**** BNSF, iQ, City of North Bonneville, WRBA
Skamania County, Pool Committee Support, Grants