

**INTERLOCAL AGREEMENT BETWEEN THE PORT OF SKAMANIA COUNTY AND  
THE CITY OF STEVENSON, FOR  
WATERFRONT PARK AMENITIES**

This agreement made and entered into this 21<sup>st</sup> day of December, 2017 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the **Port of Skamania County**, a municipal corporation, hereinafter referred to as "Port".

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to design and install waterfront park amenities.
3. The Port is uniquely qualified to design and install waterfront park amenities meeting the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
4. It is in the City's interest to contract with the Port to perform certain activities relating to the design and installation of waterfront park amenities that will 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, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance.
  - a) Port will design and install waterfront park amenities as described in Exhibit A, incorporated herein by reference, and submit requests for payment within forty-five days of each accepted task.
  - b) Port 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. Port will complete the work and provide the services to be performed under this agreement on or before December 31, 2018.
3. Payment.
  - a. The City will reimburse Port up to \$30,867 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 11, 2019. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

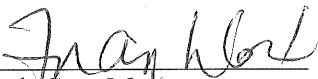
- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the 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.
5. 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.
6. Financial Records. Port 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.
7. Status of "Port". It is hereby understood, agreed and declared that Port 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.
8. Insurance and Liability. Port 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.
- Port 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 Port employees, agents, contractors, subcontractors or other representatives.
9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. 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.
11. Equal Opportunity and Compliance With Laws. Port shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or

national origin. Further, Port shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. 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.
13. 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.
14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Port have legal authority to enter into this agreement on behalf of City and Port respectively and have full authority to bind City and Port in a valid Agreement on the terms herein.
15. Interlocal Cooperation Act Statement. This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
  - a. Duration. The term of this agreement shall be January 1, 2018, through December 31, 2018.
  - b. Organization. No new entity will be created to administer this agreement.
  - c. Purpose. The purpose is to enable the Port to design and install updated East Point signage.
  - d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
  - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 5, above.
  - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
  - g. Selection of Administrator. The 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


  
Frank Cox, Mayor

PORT OF SKAMANIA COUNTY

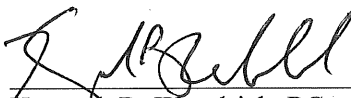
  
Signature

ATTEST

  
Printed Name and Title

  
~~Nick Hogan, City Clerk~~  
Leana Johnson

APPROVED AS TO FORM:

  
Kenneth B. Woodrich, PC  
City Attorney

Note: By signing above, the parties understand the attorney represents both the City and the Port, and agree to his acting as scrivener in this matter, and consent to him acting for both parties.

## 2018 TOURISM FUNDING APPLICATION FORM

Submitted by: The Port of Skamania County

Contact Person: Somer Meade

Mailing Address: PO Box 1099

Phone: (509)427-5484

Email: port@portofskamania.org

Name of Proposed Event: Waterfront Park Amenities

*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. (FEIN:91-0877305)

*The Port of Skamania County is a public agency that is governed by a 3-member Board of Commissioners who are elected by the citizens of Skamania County. As a municipal corporation, ports are designated as a "special purpose district," allowing us to conduct business in ways that enhance community and economic development. As a result, our primary mission is to drive economic growth and raise the quality of life for the citizens of our county. The Port functions primarily as a property manager, with facilities and parks in Stevenson, North Bonneville, and at the Wind River Business Park in Stabler/Carson.*

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 are requesting funding for the purchase of bike racks, benches, and picnic tables to be installed at the parks along the Waterfront in Stevenson. The Port is currently working on a Stevenson Waterfront Enhancement project, with the overall goal of establishing the waterfront as a must-visit destination. Once completed, the Waterfront will offer multiple river access points for water recreaters, vistas along a newly constructed trail to view the gorge, an ADA accessible bike and walking path as well as play structures for children. The bulk of this work is scheduled to be done in 2018. We want our parks to be inviting and we want visitors to see the waterfront as an extension of all of the great things the City of Stevenson has to offer like fun shops and great restaurants.*

3. How much are you requesting from City of Stevenson Lodging taxes?

*We are requesting \$30,867 from City of Stevenson Lodging taxes.*

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.

	Unit Cost	Quantity	Estimated Shipping	Installation & Labor Cost	Total
Bike Rack	\$202.00	5	\$232.00	\$3,850.00	\$5,092.00
Park Bench	\$1,261.00	6	\$852.00	\$4,620.00	\$13,038.00
6' ADA Cement Picnic Tables	\$1,003.00	6	\$1,799.00	\$4,920.00	\$12,737.00
					<b>\$30,867.00</b>

*This project represents 4% of our total non-operating revenue budget and 3.8% of our total project budget.*

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

*We have been awarded grants from the Recreation and Conservation Office (RCO) and the Regional Transportation Council (RTC) to fund the restoration of the shoreline and the construction of trails, beaches, and parks. For every dollar spent on this project, we receive a dollar match from our granting agencies. This increases our total grant funding possible for the entire Waterfront Restoration and Enhancement Project which is currently expected to cost around \$800,000.*

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 Restoration and Enhancement project is on-going, with the goal of completion in 2019. The project we are requesting TAC funding for will specifically allow for the purchase of bike racks, benches, and picnic tables. The purchase and installation of these amenities will not be ongoing. By making the waterfront an enjoyable place for visitors to access the river, picnic, exercise, and play, we hope to see more businesses developed along the waterfront as well. The Stevenson Waterfront will become a tourist destination that will generate revenue for the various shops and restaurants throughout downtown Stevenson.*

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

*The Port will advertise and promote the new amenities on our website and in the Skamania County Pioneer to get the word out. There are also several local newsletters that we would request cover the upgrades. We will also ask other agencies and organizations like the Chamber, the school district, and other community partners to make the information available on their websites and/or social media pages. Once the entire project is completed, there will be larger scale marketing and branding efforts to advertise the waterfront as a must-visit destination.*

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

*Visitors to Stevenson will find that the park space along the Waterfront is more inviting, has more space for comfortably enjoying the views and encourages more physical activity. Instead of a visitor walking out on the pier and then jumping back in their car to move to the next spot, they will have the opportunity to stop and relax at the Waterfront. Instead of being a lookout, it will be transformed into a place to stay, a place to bring your friends and family, and a place to return to. Our*

*improvement plan relies on adding many additional features over time, and the bike racks, benches, and tables are an important part of our cohesive plan.*

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

- a. Staying overnight in paid accommodations.

*The Port wants to encourage visitors to stick around. Currently, around 7,500 tourists arrive on the Sternwheeler cruises between March and November every year. Not only do we want to encourage these visitors to enjoy our parks, but we want them to plan to return and vacation exclusively in Stevenson with the amenities we offer and the environment we create.*

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

*The more amenities we offer, the more people from areas outside of the Gorge will want to visit and stay. The Port has hundreds of windsurfers and kite boarders who make it a point to visit the Waterfront each year, and with these enhancements, we hope to see more kayakers, swimmers, and families frequent the waterfront as well. Our goal will be to double the number of visitors by 2019.*

- c. Traveling from another state or country.

*Answers to A & B apply here as well. Because this is such a large project with huge implications for the city and Tourism, it's hard to estimate the number of tourists it will draw in, but we know that when the Waterfront Enhancement project is complete, people will want to come to Stevenson to enjoy it and they'll want to stay for longer to maximize their trip.*

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.

*We have invited members from the Chamber of Commerce and the Stevenson Business Association to sit on our Waterfront Design Committee. As we meet our goals throughout the entire Waterfront Enhancement project, we will ask for help with promoting the new amenities from these organizations as well as others. We are also reaching out to City Commissioners, local residents, local business owners, and Rock Cove Designs for input on what the Waterfront Enhancement should look like and include. We are hopeful that with their input in the early stages of the project will create champions once it is completed who will help us promote the Waterfront as a place to visit.*

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


*Port facilities staff will be responsible for the installation and maintenance of these amenities. Our facilities team is in our parks everyday making sure that they are clean, free of hazards, and available for everyone to enjoy. They also provide any repairs that become necessary as a result of wear and tear from the being exposed to the elements.*

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

*The Port is dedicated to the development of the Stevenson waterfront. It is our goal to make the waterfront a destination landmark that calls to visitors from all over. On the most basic level, Stevenson community members will benefit from having an environment that provides incredible*

*views and better river access. They will be able to be active at the waterfront and have places to relax and gather with others. Furthermore, the investment that goes towards the purchase and installation of these items will be used as leverage towards our RTC & ALEA grants that match every dollar spent. With \$30,000 from TAC funding for these amenities, the Port will receive an additional \$30,000 from ALEA & TAC to put towards other Waterfront enhancements that will benefit the community and encourage more visitors, and as a result, drive more economic development in Stevenson.*

13. Sign and date your proposal.

  
\_\_\_\_\_  
Somer Meade, Port of Skamania County

10/24/17  
Date

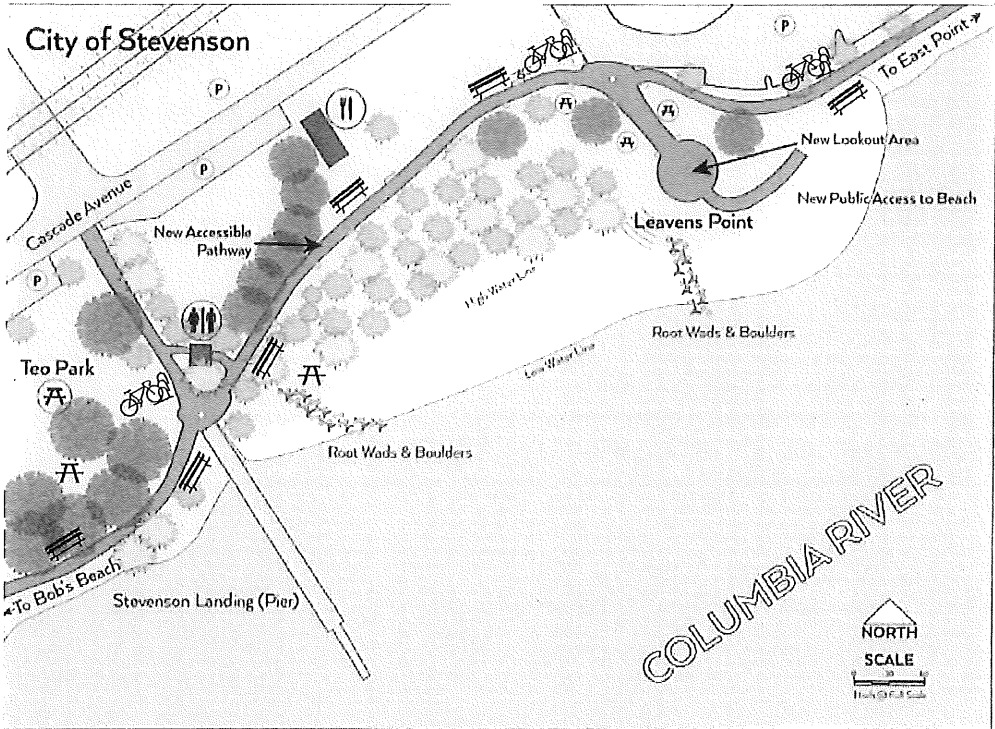
*You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.*

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

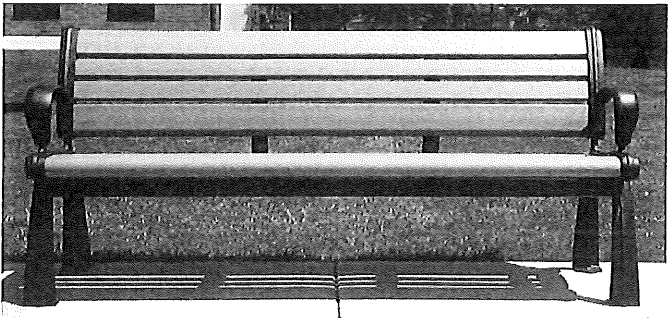


# EXHIBIT A

## Proposed Trail with bench, bike rack, and tables

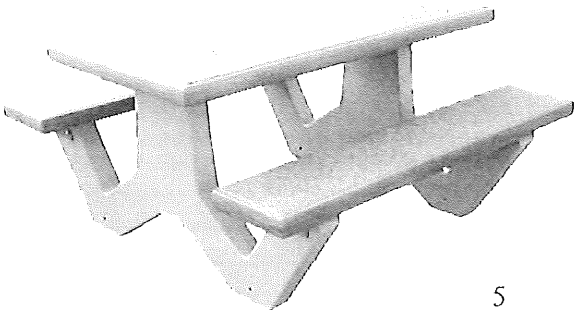


Note: The trail is planned to expand west towards Bob's Beach and east towards Pebble Beach, with additional spaces for benches, picnic tables, and bike racks spaced along the full path



Benches will be The Recycle Design from Northwest Recreation

The Port will work with the City and the County to ensure design elements are consistent with those around town.



6' ADA accessible cement picnic tables will be installed on cement pads along the trail in areas ideal for gathering