

**INTERLOCAL AGREEMENT BETWEEN  
SKAMANIA COUNTY AND THE CITY OF STEVENSON  
FOR THE REPLACEMENT OF THE EXHIBIT HALL ROOF - 2019**

**THIS AGREEMENT** made and entered into this 21<sup>st</sup> day of March, 2019 between Skamania County, a political subdivision of the state of Washington, hereinafter referred to as “**COUNTY**”, 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 and the marketing, hosting and operation of special events and festivals and related tourist activities in Stevenson,

**WHEREAS**, the City wishes to increase publicity 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 the County and its Department of Community Events and Recreation mutually agree that the County can provide promotional information, hosting and operation of **events described in Exhibit “A”** that will increase tourism; and

**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. Performance: The County shall design and install a new roof for the Exhibit Hall as described on Exhibit A,
2. Completion: All work shall be completed by December 31, 2019. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, County, must submit to the City a completed copy of the Lodging Tax Report for each of the events described in Exhibit A. Final payment on the contract will be withheld until receipt of report.
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 the County up to \$10,000 for services performed under this agreement. Provided, however, that the City’s obligation to contribute this sum is expressly contingent on County’s receipt of not less than \$4,000 from the Fair Board and not less than \$10,000 from the Skamania County Lodging Tax fund for the same project during the term on 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 2 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: The County 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 County: It is hereby understood, agreed and declared that the County 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. County agrees to indemnify and hold harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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.

County further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims made against the City by Skamania County 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 agreement, written or oral, not incorporated herein.
12. Equal Opportunity and compliance With Laws: County shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, County 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 County, have legal authority to enter into this agreement on behalf of City and County, and are able to bind City and County, 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 6.0 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 for event promotion and operation.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6.0 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.

/ / / / / / [Signatures appear on next page] \ \ \ \ \ \

**CITY OF STEVENSON**

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

\_\_\_\_\_  
City of Stevenson, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
APPROVED AS TO FORM:  
Prosecuting Attorney

## 2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Community Events and Recreation

Contact Person: Alex Hays

Mailing Address: PO Box 369, Stevenson, WA 98648

Phone: 509-427-3978

Email: hays@co.skamania.wa.us

Name of Proposed Event: Exhibit Hall Reroofing

*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 is a local government serving the citizens within their boundaries. Skamania County's Federal ID is 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.**

The Skamania County Exhibit Hall is a tourism related facility attracting visitors from outside the areas in a number of different festivals and shows. The roof of the facility has been maintained, but the life of the roof is over 30 years old and the rubber grommets are failing. Because of the failing roof, leaks have been a common occurrence. The Fair Board was awarded a grant that could pay for most of the material to reroof the building. The grant needs to be finished by June 2019, and the Exhibit Hall is not on any budget to be repaired in that time frame. We are looking at several sources of funding to get this project viable.

**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? 17%**

**5. List any other expected revenue sources and amounts.**

Projected Revenue:

Washington State Agriculture Grant: \$20,000

Fair Board \$4,000

Skamania County Lodging Tax: \$10,000

Stevenson Lodging Tax: \$10,000

.09/REET: \$15,000

Projected Expenditure:

Materials: \$29,000

Labor: \$30,000

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

We are exploring all avenues to help make this opportunity happen.

**7. 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 project has a drop-dead date of June 30<sup>th</sup>.

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

The building is used for events such as the Skamania County Fair, GorgeGrass, Gorge Blues and Brews, Tear Drop Trailers, NW Bus Nuts, Country Chic whom all market outside to bring in patrons.

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

We have had a large interest in weddings, but the facility can't be repaired on the inside until the roof is fixed. There is a potential for more camping/hotel stays as the facility is improved.

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

- a. Staying overnight in paid accommodations.
- b. Traveling 50 miles or more from their place of residence or business.
- c. Traveling from another state or country.

**11. 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 partner with the Chamber of Commerce with the Blues and Brews, who are directly affected by the improvement of the building. The SBA recently used the Exhibit Hall to paint a mural for downtown project.

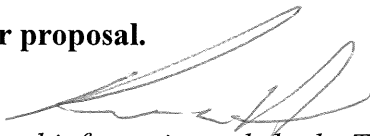
**12. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.**

The new roofing is a snapfit tin, which has a lifetime guarantee. It has no exposed screws or grommets to wear down.

**13. How will the Stevenson community benefit from your project?**

Almost every event we have down at the Fairgrounds results in hotel stays, camping and retail shopping in downtown Stevenson. It's important to our fair, 4H projects and cooking classes.

**14. Sign and date your proposal.**

 3/6/19

*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.*