

**INTERLOCAL AGREEMENT BETWEEN
COLUMBIA AREA TRANSIT AND THE CITY OF STEVENSON
FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION**

THIS AGREEMENT is entered into between Columbia Area Transit, a transportation service district organized under the laws of the State of Oregon, hereinafter referred to as “**CAT**”, 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 CAT mutually agree that CAT can provide promotional information **for a tourism service** that will increase tourism;

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

1. CAT shall:
 - a. Design and conduct promotion for and operation of CAT to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2024 Tourism Funding Application form submitted by CAT 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, 2024 and end upon the completion of the project, but no later than December 31, 2024.
3. Completion: All work shall be completed by December 31, 2024.
4. Payment:
 - a. The sum to be paid shall not exceed \$10,000 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 15, 2024. **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: CAT 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 CAT: It is hereby understood, agreed and declared that CAT 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: CAT 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.

CAT 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 CAT 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: CAT shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, CAT 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 CAT, have legal authority to enter into this agreement on behalf of City and CAT, and are able to bind City and CAT, 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, 2024 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 CAT 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.

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

CITY OF STEVENSON:

**COLUMBIA AREA TRANSIT
HOOD RIVER COUNTY, OREGON:**

Mayor

Chairman

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

City Attorney

CAT Attorney

EXHIBIT A

Tourism Promotional Services

DELIVERABLES:

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2024 Tourism Funding Application form submitted by Columbia Area Transit 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 Columbia Area Transit to provide the transit runs during the weekdays.

The City will reimburse Columbia Area Transit 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”.

Exhibit B



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Hood River County Transportation District
Organization/Agency

931112033
Federal Tax ID Number

Amy Schlappi, Executive Director
Contact Name

224 Wasco Loop, Hood River. OR 97031
Mailing Address

541-386-4202
Phone

amy.schlappi@catransit.org
Email

Dog Mountain Shuttle
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 10,000

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:

Provide transportation service between Hood River, Cascade Locks, Stevenson, and the Dog Mountain Trail head. On average a bus will operate every 30 minutes between Skamania County Fairgrounds and the Dog Mountain Trail head between 8am and 5 pm every Saturday and Sunday during the peak wildflower season from late April - mid June 2024.

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 goal is to bring visitors who would otherwise drive straight to the dog mountain trail head park at the Skamania County Fairgrounds and encourage them to visit Stevenson businesses after they hike dog mountain.

3. Identify your top 5 sources of Revenue:

| | |
|--------------------------------|-----------|
| 1. Skamania County Lodging Tax | \$ 10,000 |
| 2. Stevenson Tourism Funding | \$ 10,000 |
| 3. U.S. Forest Service | \$ 10,000 |
| 4. WSDOT Consolidated Grant | \$ 17,500 |
| 5. | \$ |

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

CAT has been awarded WSDOT Consolidated Grant funding for the FY24-FY25 Biennium, this funding has reduced local expenses needed to operate service.

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

CAT will use social media and other digital platforms, printed brochures, advertise through radio and utilize partner platforms (i.e. ODOT, U.S. Forest Service, Travel Portland, CGTA, etc) to spread awareness.

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

Due the Dog Mountain Trail head permit program many visitors will need to utilize the Dog Mountain shuttle in order to experience the Dog Mountain trail. Since visitors will need to stop in Stevenson they are more likely to stay in Stevenson and purchase food or items in Stevenson.

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

1. 20 Staying overnight in paid accommodations.
2. 10 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 1500 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 470 Attend but are not included in any one of the categories above.
5. 800 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 for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

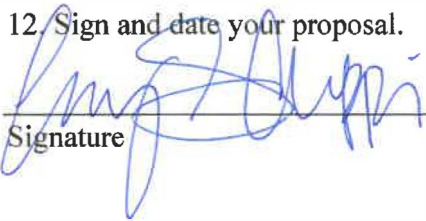
CAT will coordinate with the Skamania County Chamber of Commerce to ensure that they have service brochures to distribute to visitors and understand the service so that they can discuss with locals and visitors. CAT will share Social Media messaging that can be shared on Chamber of Commerce platforms. Drivers will encourage visitors to stop by the Chamber of Commerce for more local information.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? CAT will encourage support of Stevenson business, restaurants, retail, and lodging through our digital platforms and drivers.

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.

12. Sign and date your proposal.

| | | |
|---|--------------|----------|
|  | Amy Schlappi | 10/27/23 |
| Signature | Printed Name | 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.

PROJECT BUDGET

| Activity | TAC Funds | Other Funds | Total |
|---|-------------|-------------|-------------|
| Administration (office operation expenses) | | \$6,000.00 | \$6,000.00 |
| Personnel (salaries/benefits) | \$10,000.00 | \$16,000.00 | \$26,000.00 |
| Marketing/Promotion | | \$500.00 | \$500.00 |
| Travel | | | |
| Consultants | | | |
| Operations Expenses (fuel, vehicle expenses, etc) | | \$15,000.00 | \$15,000.00 |
| TOTAL PROJECT BUDGET | \$10,000.00 | \$37,500.00 | \$47,500.00 |