

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

This agreement made and entered into this 21st day of June, 2018 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 Stevenson waterfront park enhancements.
3. The Port is uniquely qualified to design and install waterfront park enhancements 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 enhancements 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 enhancements as described in Exhibit 1 with changes as outlined in Exhibit 2, 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, 2019.
3. Payment.
 - a. The City will reimburse Port up to \$155,000 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, 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.
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 June 21, 2018, through December 31, 2019.
 - 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

PORT OF SKAMANIA COUNTY

Scott Anderson, Mayor

Signature

ATTEST

Printed Name and Title

Leana Johnson, City Clerk

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.

Exhibit 1

SPRING 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: Stevenson Waterfront Enhancement

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.

The Port is seeking funding for the enhancement of the Stevenson Waterfront. This proposal is specifically for the amenities that we believe will appeal to more out of town visitors, overnight guests, and a different group of waterfront users than Stevenson has been able to accommodate before, along with the fixtures that will support the increase in tourism. As the committee is likely aware, the Port is engaged in a multi-phase project along the waterfront in Stevenson. The initial phase of restoration is nearing completion. To date, the Port has spent \$489,074 on stabilizing the shoreline and creating the foundation for a new public access point, with an additional \$100,000 received in donated materials and \$180,000 spent by Skamania County on dredging and delivering materials. As we move into the development and enhancement phases of the project over the next 18 months, we have identified the following elements as important for encouraging tourism at the waterfront: a picnic pavilion, wedding platform, electric vehicle charger, natural play structures, and other finishing touches like picnic tables and garbage cans. We estimate that the cost of these items and their installation will be \$151,050, to be spent over the next 12-24 months. By developing facilities along the Stevenson waterfront that encourage recreation, relaxation, socialization, and repeat visits, and leveraging the \$653,910 in funds we have already secured for this multi-phase

project, we are confident the committee will find that this proposal meets the prioritized criteria for these funds.

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

We are requesting \$151,050 from City of Stevenson Lodging taxes to be spread out over a two-year timeframe with a 50% match. If the committee is unable to consider funding the full request, the Port respectfully requests consideration for funding any of the individual enhancements itemized in the budget below.

- 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.

CURRENT PROJECT FUNDING SOURCES

Recreation & Conservation Office ALEA Grant	\$354,000
Regional Transit Council TAP Grant	\$200,000
Department of Commerce 2018 Appropriation	\$99,910
TOTAL	\$653,910

PROPOSED PROJECT EXPENSES

	Unit Cost	Quantity	Estimated Shipping	Installation & Labor Cost	Total
16 x 20 Picnic Pavilion	\$40,000	1	\$3,000	\$35,000	\$78,000
10x10 Wedding Platform	\$3,000	1	\$0	\$2,500	\$5,500
Electric Vehicle Charger	\$4,300	1	\$300	\$1,000	\$5,600
Stand-alone play structures	\$6,000	8	\$2,000	\$10,000	\$48,000
Garbage Cans	\$550	6	\$250	\$3,000	\$6,550
Picnic Tables	\$700	6	\$700	\$6,000	\$7,400
TOTAL					\$151,050

This project represents 18.8% of our total capital project budget for the Stevenson Waterfront Revitalization of \$653,910.

- Please describe your current fundraising efforts for this project.

We have been awarded Tourism Funding dollars for other components of this project, as well as grants from the Recreation and Conservation Office (RCO), the Regional Transportation Council (RTC), and the Department of Commerce (DOC) to fund the restoration of the shoreline and the construction of trails, scenic overlooks, public access points, 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 \$826,000.

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.

This is a multi-phase project that has been in the works for nearly a decade. The construction of a wonderful destination waterfront is a multi-year project, which the Port hopes to have complete by the end of 2019. The facilities will remain in place for use by the public for decades to come.

The revenue that we anticipate will result from this specific proposal is connected to the construction of the picnic pavilion and wedding platform on the new park across from the boat launch. By renting the park for events like birthday parties, reunions, and weddings, the Port can anticipate bringing in an additional \$1,000-\$2,000 in facility use fees over what is already being collected for rentals of other Port parks and facilities annually. These numbers are based on pavilion rental trends at the Port of Camas Washougal. This revenue will support the maintenance and grounds keeping associated with the new park. Additionally, we believe these new elements will encourage a significant increase in tourism, resulting in higher revenues for our local businesses. We also anticipate that the improved facilities will encourage return visits in the off season, creating higher revenue streams for these businesses that are sustained well beyond the summer.

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

The Port will advertise and promote the revitalized waterfront on our website to get the word out. There are also several local newsletters that we would request cover the upgrades. We will ask other agencies and organizations like the Chamber, the City, SDA, SBA, and other community partners to make the information available on their websites and/or social media pages. We have already seen an increase in press coverage of the Port's efforts along the shoreline, to include a KGW interview that was broadcast locally and throughout the Portland metro area and featured City Planner Ben Shumaker. Once the entire project is completed, there will be larger scale marketing and branding efforts to advertise the waterfront as a must-visit destination, as well as wayfinding signage for visitors.

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. Historically, our waterfront has not appealed to a variety of waterfront users, nor has it been particularly kid-friendly. This project will spread out the useable areas along the waterfront and will be more family friendly, reducing congestion in singular areas, and will no doubt lead to an increase in the number of sight seers, wind surfers, kite boarders, surf skiers, outrigger canoe paddlers, sea kayakers, and training groups who come to take advantage of the Stevenson waterfront. We know that turning the entire waterfront into a unique and dynamic destination will encourage locals and visitors alike to bring their friends and family. Below is our detailed explanation for each piece of this proposal:

Picnic Pavilion & Wedding Platform: Stevenson has a rich history as a wedding destination! We believe the covered picnic pavilion and wedding platform at the new park will fulfill a need for informal, low-cost, event space. Our waterfront parks are currently rented between 10-15 times a year for a variety of events that cater to out of town visitors (birthday parties, weddings, sporting events, etc.). By offering a physical space in a beautiful location at a low rate, where visitors can be shielded from the sun while they take in the views of the Gorge, we know this will

become THE must-visit location for visitors and their event guests. Furthermore, the new picnic pavilion at the Washougal Waterfront park averages 23 rentals a year and nets their Port between \$2,500 and \$3,500 annually. (See Exhibit A for more details).

Electric Vehicle Charger: The Port receives at least one to three calls a week from out-of-town visitors who want to know if they can charge their vehicle at our station at the waterfront. Many of the visitors who have come through have expressed disappointment in the slowness of the existing charger and indicated that they do not want to have to charge at the Lodge where it is difficult to get to the downtown area where they can walk through shops, eat at restaurants, and walk the shoreline while they wait for their vehicle to charge. Since the beginning of Spring, we have averaged 3 cars a week parking for full and partial charges. We know that offering an updated charger would encourage more EV drivers to come to Stevenson and to make this a regular stop on their way through the Gorge. We can choose to offer charging for free to visitors or with a small fee to ensure the cost of maintaining the charger balances out. (See Exhibit B for more details)

Play Structures: When families are planning their trips, they are looking for places where they can do something together that is familiar in a unique and picturesque spot. Installing nature-themed play structures along the waterfront trail will encourage families to plan to come to Stevenson and stay and play all day. The current playground in Stevenson is removed from our main streets and does not bring visitors through the downtown area where they can see the businesses and restaurants. We believe this will encourage visitors to plan longer trips and repeat visits as they see that the drive out is worth the effort! (See Exhibit C for more details)

Park Amenities: While picnic tables and garbage cans are not the first thing you think of when attempting to woo visitors, we recognize that thoughtfully placed, comfortable, durable equipment used for sitting, picnicking, watching, and relaxing are an important part of the cohesive design that runs throughout this project. While most visitors probably would not put significant thought towards these features, the absence of these amenities would certainly leave a negative impression. It is therefore imperative that at a minimum, the waterfront offers an ample number of these items to allow visitors to focus on what is important (the location & who they're with) rather than what's lacking. (See Exhibit D for more details)

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

Following the buzz about the shoreline restoration work we did this winter, we have already seen an increase in visitors to the waterfront. The project has received coverage by news networks out of Portland and visitor's magazines. Though hard to quantify, we are seeing an increase in tourists already who love the Gorge, love Stevenson, and are looking forward to sticking around and enjoying it for longer. If they'll come out just to see the work, we are confident once the waterfront revitalization is complete, they'll visit often and for longer, and spread the word amongst their social networks. We expect a 10% increase over the next 2 years, with continued growth beyond that timeframe once the construction is complete.

- a. Staying overnight in paid accommodations: 36 in years 1 & 2
- b. Traveling 50 miles or more from their place of residence or business: 250 in years 1 & 2
- c. Traveling from another state or country: 20-36 in years 1 & 2

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 convened a Waterfront Advisory Committee, with members from the Chamber of Commerce, the Stevenson Business Association, the City, local business owners, and stakeholders from the windsurfing & kiteboarding communities to weigh in on the design of the entire waterfront. We are working with Rock Cove Designs for help in creating a cohesive look and theme throughout the City and the County. We are hopeful that the involvement of the agencies and groups will create champions once it is completed who will help us promote the Waterfront as a place to visit. We know that the chamber specifically will be an important partner in getting the word out about our offerings for those planning day trips, vacations, and special events. We are also working with other Ports in the Gorge to determine best practices for offering a venue for events and how to market this new waterfront asset.

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 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. Residents of Stevenson have identified a more accessible and user-friendly waterfront to be the top community priority. Members of our community will be able to be active at the waterfront and have places to relax, gather with others, and entertain out-of-town guests. Furthermore, the investment that goes towards the purchase and installation of these items will be used as leverage towards our ALEA grant that matches every dollar spent. With \$151,050 from TAC funding for these amenities, the Port will be able to leverage additional funds from ALEA to put towards the Waterfront project as a whole, benefitting the community and encouraging more visitors, and as a result, driving economic development in Stevenson.

13. Sign and date your proposal.



Somer Meade, Port of Skamania County

5/30/18

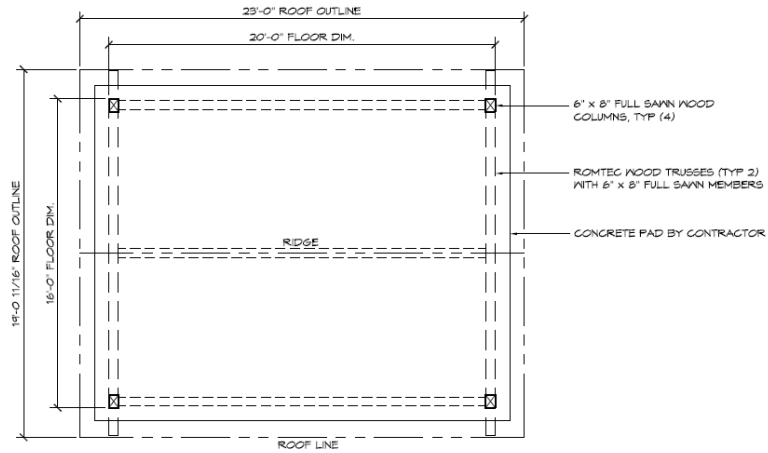
Date

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 Picnic Pavilion (16' x 20')

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
[Symbol]	WOOD TRUSS	2
[Symbol]	GLU-LAM BEAMS	3

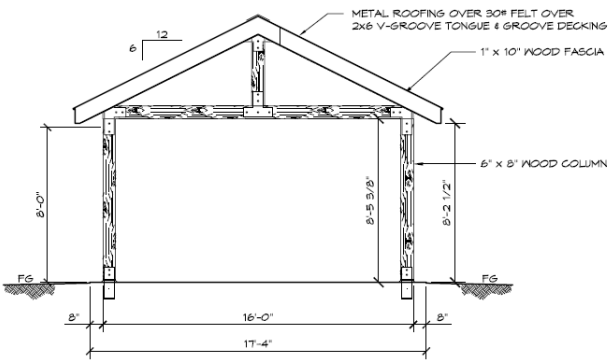


1 FLOOR PLAN
SCALE: 1/4" = 1'-0" PLAN NORTH

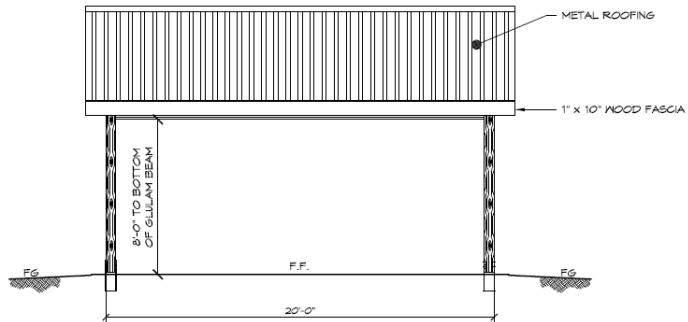
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
PRELIMINARY

PROJECT: CUSTOMER
PROJECT LOCATION
SHEET TITLE: FLOOR PLAN

PROJECT NO.	3010
DATE	00/00/12
REVISIONS	
BY	
CHECKED BY	CR
SHEET NO.	1



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
PRELIMINARY

PROJECT: CUSTOMER
PROJECT LOCATION
SHEET TITLE: ELEVATIONS

PROJECT NO.	3010
DATE	00/00/12
REVISIONS	
BY	
CHECKED BY	CR
SHEET NO.	2



The specifications and photo above are from the picnic pavilion that was constructed by the Port of Camas Washougal as part of their Waterfront Park development project. They utilized a pre-fabricated kit purchased from ROMTEC (out of Roseburg, OR) and installed by Tapani Construction. Our estimates for cost (\$40,000), installation (\$35,000), and revenue (\$1,500) are based on the information shared by the Port of Camas Washougal and by ROMTEC.

WEDDING PLATFORM
OVERLOOK



EXHIBIT B
Electronic Vehicle Charger



A REAL PRODUCT, FOR THE REAL WORLD. The CS Series from ClipperCreek is designed to take the wear and tear of everyday use in all environments. Its tough NEMA 4 outdoor rated enclosure ensures you can install this unit anywhere with confidence. Enabled with Liberty PlugIns™, this station provides synchronous access code management. This unique system can be used as simple access control or as a billing system for usage cost recovery, with no network connection required.

- **MANY POWER LEVELS** - 16 Amp to 48 Amp charging
- **CONVENIENT** - 25 feet of charging cable for installation and operation flexibility
- **DURABLE** - Rugged, fully sealed NEMA 4 enclosure for installation flexibility and superior vehicle reach
- **ACCESS CONTROL** - Perfect for fleet and hospitality applications, access codes are assigned to individual users, or as needed, which can be updated based on a predetermined interval (monthly, quarterly or annually).
- **PAY BY PHONE POINT OF SALE SOLUTION** - Allows drivers to register an account online, bill their credit card for use of the charging station and access their codes via text message, online, or mobile application. This gives the EV driver the flexibility of using the station anytime.



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EXHIBIT C
Stand Alone Play Structures

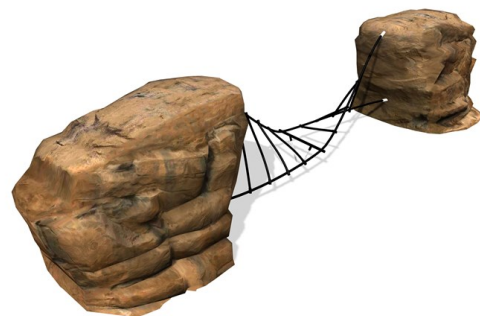


EXHIBIT D
Park Amenities



6 Metal Picnic Tables

- Thermoplastic coating withstands heat, cold and all weather elements.
- High gloss, smooth surface allows for easy spray paint and graffiti removal.
- 9 gauge expanded metal with 2" black steel frame.
- Rounded corners for added safety.



Exhibit 2

PROPOSED PROJECT EXPENSES

	Unit Cost	Quantity	Estimated Shipping	Installation & Labor Cost	Total
16 x 20 Picnic Pavilion with electricity	\$40,000	1	\$3,000	\$35,000	\$78,000 + elect. costs
Wedding Platform (larger than 10x10) with electricity	\$3,000	1	\$0	\$2,500	\$5,500 + elect. costs and larger size
Electric Vehicle Charger at Teo Park	\$4,300	1	\$300	\$1,000	\$5,600
Stand-alone play structures	\$6,000	6	\$2,000	\$10,000	\$48,000
Garbage Cans	\$550	6	\$250	\$3,000	\$6,550
Picnic Tables	\$700	6	\$700	\$6,000	\$7,400
TOTAL NTE					\$155,000