AGREEMENT

This agreement made and entered into this 1ST day of January, 2015 between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the STEVENSON BUSINESS ASSOCIATION, a non-profit organization registered with the IRS under section 501(c)6 and EIN 20-5851131, hereinafter referred to as “SBA”.

Recitals

1. The City of Stevenson is desirous of increasing tourism to the local region; and
2. Among its primary goals the City’s Tourism Promotion Fund is dedicated to supporting the operations and capital expenditures of tourism-related facilities owned or operated by Washington municipalities as authorized by RCW 67.28.1816, and
3. The City’s 2015 Tourism funding application package states that for Capital Expenditures, priority will be given to proposals to construct or improve tourism related facilities meeting the requirements of RCW 67.28.1816, and
4. The SBA has submitted a proposal to the City’s Tourism Advisory Committee for preliminary design of a plaza / gathering space utilizing the Skamania County Courthouse Lawn (attached hereto as exhibit A), and
5. Skamania County has entered into an Interlocal Agreement with the City of Stevenson authorizing the design of a courthouse plaza and to assist the City or any entity contracted by the City in gathering information necessary to create a conceptual design for a proposed courthouse plaza (attached hereto as Exhibit B).

NOW, therefore, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. The SBA will arrange for a preliminary design of a plaza / gathering space on the Skamania County Courthouse lawn as described in Exhibit “A”, which is incorporated herein by reference.
2. Completion. The SBA shall complete the preliminary design under this agreement on or before December 31, 2016.
3. Payment. The City will reimburse the SBA for the work described in Exhibit “A” upon receipt and approval by the City of an itemized billing for such work, and report of work completed, or part thereof. Total payments from the City for the work described in Exhibit “A” will not exceed Thirty Thousand Dollars ($30,000). The City may withhold payment if the SBA cannot demonstrate to the City’s satisfaction substantial compliance with the terms of Exhibit "A".
4. Termination and Waiver. 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.

5. **Financial Records.** The SBA 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.

6. **Status of SBA.** It is hereby understood, agreed and declared that the SBA is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein.

7. **Insurance and Liability.** The SBA shall indemnify and save 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. The SBA shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than $500,000 per person and $1,000,000 per occurrence as respects property damage.

8. **Assignment.** Except as set forth in Paragraph 6 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

9. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by the SBA under the terms of this agreement shall be and remain the property of the City.

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.** The SBA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the SBA 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 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 attorney’s 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.

14. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and the SBA have legal authority to enter into this agreement on behalf of the City and the SBA and are able to bind the City and the SBA in a valid agreement on the terms herein.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreements as of the following date:

Dated: _____________________________, 2015

**CITY OF STEVENSON:**

By: _____________________________

Frank Cox, Mayor

**STEVENSON BUSINESS ASSOCIATION:**

By: _____________________________

Title: _____________________________

**ATTEST:**

_______________________________

Nick Hogan, City Clerk

**APPROVED AS TO FORM:**

_______________________________

Kenneth B. Woodrich, PC
City Attorney
TOURISM PROMOTION PROPOSALS
2014 MIDYEAR APPLICATION FORM

Submitted by: Stevenson Business Association

Contact person: Casey Roeder

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 509-427-8911

Email: casey@skamania.org

Name of proposed event:

1. Describe your organization. Include your TIN/EIN if applicable.
   The Stevenson Business Association is a non-profit organization, 501(c)6, dedicated to the
   promotion and support of the local business community of Stevenson, WA. Federal EIN
   20-5851131.

2. Describe your proposal to attract visitors to the City, including expected costs and event
   dates.
   Downtown Development Project (DDP), Phase 1: Preliminary design of a plaza/gathering
   space utilizing the Skamania County Courthouse lawn.

   Recognizing the need for a visual tool to use as the DDP committee moves forward with
   efforts to define a formal structure, seek support, determine engineering needs and apply
   for funding, Pat Hood and Jeff Carlson with Rock Cove Design would be hired to create a
   preliminary design of a plaza or gathering space on the Courthouse Lawn in downtown
   Stevenson.

   The process would include the following steps:
   - Research and development: Identifying and locating plans that were created in the
     past, working with Skamania County staff, learning of geo-thermal conditions,
     using historical information, etc.
   - Discovery: Convening a design committee with two-three presentations, holding a
     public workshop, identifying needs and wants, i.e., restrooms, historical art,
     farmers market space, event venue, living roof, water feature, etc.
   - Design: Pat and Jeff have been involved with improvements in Stevenson for many
     years including design of the City’s logo, downtown diebond signs, County signage,
     bicycle racks and the wayfinding plan. They would provide three options – good,
     better and best – for the plaza area.
3. How much are you requesting from City of Stevenson Lodging taxes?
$30,000.00

4. Submit a brief revenue and expense budget. What percentage of your expected budget does this request for funding represent? List any other expected revenue sources and amounts.

There is no budget for the Downtown Development Project at this time. Having a preliminary design in place would be key to gaining public support and seeking funding through grants and other opportunities. The request from lodging tax would provide 100% of the funding for this phase.

5. Describe your plans for advertising and promoting your proposed activity.
The Downtown Development Project is a five to ten-year plan. As the project progresses, promotion would include a public relations campaign highlighting the steps and achievements along the way culminating with a huge media push for the grand opening.

6. List the expected number of participants and spectators, the estimated number of room nights generated, and how you plan on collecting and verifying this information.
Since this would be a five to ten-year process, the results would be realized over time. Research shows that enhancements to downtown areas do encourage tourists to spend more time in the community. Enhancements here in Stevenson would also provide more incentive for guests at Skamania Lodge to stay longer and enjoy the available amenities.

7. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed event.

The Downtown Development Project is a committee of the Stevenson Business Association. One of the suggested ideas for the plaza would be placement of the Visitor Information Center which is a function of the Skamania County Chamber of Commerce.

8. If your proposal is for construction of a tourism-related facility, explain how this facility will generate increased tourism and overnight stays for the community. Additionally, include your plans for operation and maintenance of the facility.

9. Sign and date your proposal.

[Signature]

3.26.14

Date

Please attach any additional information that will help the Tourism Advisory Committee evaluate your proposal. If multiple activities are planned submit separate applications for each activity.
INTERLOCAL AGREEMENT
REGARDING PROPOSAL
FOR DESIGN OF COURTHOUSE PLAZA

THIS AGREEMENT, by and between the COUNTY OF SKAMANIA, a legal subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY,"

WITNESSETH:

WHEREAS, the Stevenson Business Association has presented an idea for constructing a public square and park facility ("Courthouse Plaza") on property located within CITY, owned by COUNTY and commonly referred to as the Courthouse Lawn; and

WHEREAS, both the CITY and COUNTY agree that further exploration of the idea for the Courthouse Plaza, including a conceptual design, is necessary before funding can be sought and a final agreement for construction and maintenance can be negotiated; and

WHEREAS, the COUNTY endorses the idea of a Courthouse Plaza but is unable to fund the creation of a conceptual design for such a project; and

WHEREAS, the CITY has agreed to fund through Lodging Tax revenue a project proposed by the Stevenson Business Association to produce a conceptual design for the Courthouse Plaza; and

WHEREAS, the CITY and COUNTY believe that cooperating on this project is in the interests of the community; and

WHEREAS, this agreement is authorized by the provisions of RCW 39.34; and

NOW, THEREFORE, the CITY and COUNTY, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

A. COUNTY OBLIGATIONS

The COUNTY agrees that for the duration of this agreement (26 months), it will assist the CITY or any entity contracted by the CITY in gathering information necessary to create a conceptual design for a proposed Courthouse Plaza. Assistance shall include, but not be limited to allowing reasonable access to the proposed site, providing documentation of relevant tests or evaluations previously conducted on the proposed site and in possession of...
COUNTY, and providing information and/or documentation of the historical significance of any current features of the Courthouse Lawn including landscaping, foliage, trees, etc in possession of COUNTY or readily accessible to COUNTY.

The County also agrees that for the period of this agreement, the COUNTY will not solicit, negotiate, or consider other long term uses for the Courthouse Lawn property without approval of CITY. The COUNTY agrees to negotiate in good faith with CITY or other entities an agreement for funding, construction, and operation of the proposed Courthouse Plaza upon COUNTY approval of any conceptual design.

B. CITY OBLIGATIONS

The CITY agrees that it shall provide up to $30,000 in Lodging Tax funds to the Stevenson Business Association to contract with a professional design firm to create a conceptual design for a public square and park facility located on the COUNTY owned property commonly known as the Courthouse Lawn. The Stevenson Business Association shall present any conceptual design proposals for review by COUNTY.

C. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

a. Duration. The term of this agreement is 26 months from the date it is signed.
b. Organization. No new entity will be created to administer this agreement.
c. Purpose. The purpose of this agreement is to help facilitate a future agreement for development of the Courthouse Lawn into a public square and park facility that mutually benefits the CITY and COUNTY.
d. Manner of Financing. The CITY agrees to finance this agreement through existing Lodging Tax revenue.
e. Termination of Agreement. The parties shall have the right to terminate this agreement by mutual agreement prior to the 26 month term.
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 have executed this agreement as of the following date.

DATED: October 14, 2014

CITY OF STEVENSON
A MUNICIPAL CORPORATION

Frank Crof
Mayor
12/2/14
Date

City Clerk

APPROVED AS TO FORM ONLY:

City Attorney

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney

BOARD OF COMMISSIONERS
SKAMANIA COUNTY/WASHINGTON

Chairman

Commissioner

Robert Anderson
Commissioner

ATTEST:

Clerk of the Board

COURTHOUSE PLAZA AGREEMENT
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