

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION**

THIS AGREEMENT is entered into between Skamania County, a municipal corporation, hereinafter referred to as “**Skamania County Senior Services**”, and the City 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 Skamania County Senior Services mutually agree that the County can provide promotional information **for a tourism service** that will increase tourism;

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. Skamania County Senior Services shall:
 - a. Design and conduct promotion for and operation of the County transportation service to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2017 Tourism Funding Application form submitted by Skamania County Senior Services 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, 2017 and end upon the completion of the project, but no later than December 31, 2017.
3. Completion: All work shall be completed by December 31, 2017.
4. Payment:
 - a. The sum to be paid shall not exceed \$2,500 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 12, 2018. **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: Skamania County Senior Services 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 Skamania County Senior Services: It is hereby understood, agreed and declared that Skamania County Senior Services 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: Skamania County Senior Services 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.

Skamania County Senior Services 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 Skamania County Senior Services 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: Skamania County Senior Services shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Skamania County Senior Services 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 Skamania County Senior Services, have legal authority to enter into this

agreement on behalf of City and Skamania County Senior Services, and are able to bind City and Skamania County Senior Services, 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, 2017 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 Skamania County Senior Services 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.

CITY OF STEVENSON:

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

Frank Cox, Mayor

Chairman

Commissioner

Commissioner

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

City Attorney

Skamania County Prosecuting Attorney

EXHIBIT A

Tourism Promotional Services

DELIVERABLES:

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2017 Tourism Funding Application form submitted by Skamania County Senior Services 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 Skamania County to provide the transit runs during the weekdays.

The City will reimburse Skamania County Senior Services 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”.

2017 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Senior Services

Contact Person: Arlene Johnson

Mailing Address: P.O. Box 369, Stevenson, WA 98648

Phone: 5094273990

Email: ajohnson@co.skamania.wa.us

Name of Proposed Event: Seasonal Weekend Transit

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 Senior Services is the public transportation provider for Skamania County providing dial a ride and transit services. Our services include serving seniors, general public and visitors for the seasonal weekend transit. Other programs include nutrition and information and assistance.
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.
Western Federal Lands has granted SCSs a grant to provide a seasonal weekend transit to access federal lands site such as trailheads and destination resorts. The project is for tourism marketing.
3. How much are you requesting from City of Stevenson Lodging taxes?
The proposed budget is Western Federal Lands grant is for \$40,000 for 2017, Skamania County Lodging Tax funds of \$2500, Friends of the Columbia Gorge is \$1250 and City of Stevenson, \$2500
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.
See attached. The City of Stevenson request is 5% of the budget.
5. Please describe your current fund raising efforts for this project.
As a government agency, Skamania County does not do fundraising, however we do partner with other entities to make the project a success.
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.
To sustain the project after the Western Federal Lands starter grant (4 years) is complete, we are requesting funds from WSDOT in the biennial grant application.
7. Describe your plans for advertising and promoting your proposed activity or facility.

The seasonal transit refers to Stevenson in all the advertising. SCSS sends press releases to area newspapers, trail associations and we partner with the Skamania County Chamber of Commerce for marketing. The Friends of the Columbia Gorge Transit to Trails campaign was sent to 12,000 press contacts and individuals.

8. Explain how your activity or facility will result in increased tourism and overnight stays. The target audience is urban dwellers. The transit has increased the number of visitors who can safely access the most popular trailhead in the area. Visitors have to park in Stevenson which makes them slow down and look around.
9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations.- 20
 - b. Traveling 50 miles or more from their place of residence or business.-1500
 - c. Traveling from another state or country. -500
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.

The Chamber was an integral partner in the seasonal weekend transit. The Chamber executive served on the committee, promoted the transit and reviewed promotional material. Other partners include the US Forest Service, Washington State Patrol, and the Friends of the Columbia Gorge.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.
N/A
12. How will the Stevenson community benefit from your project?

Each person who rides the transit has to go through Stevenson. We will encourage visitors to stay longer, eat at a restaurant or brewpub and stay overnight. The transit bus has the map of Stevenson and a business directory. Casey Roeder will be invited to the spring driver's meeting and will discuss how to connect the riders to City of Stevenson businesses.

13. Sign and date your proposal.

Arlene Johnson 10/17/16

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.

CITY OF STEVENSON TOURISM PROMOTION PROPOSAL FOR 2017

PROJECT DESCRIPTION

The project is to provide seasonal transit service from April 1 to early September. The early season (April 1 to June 15) will be a Dog Mountain Shuttle Service. A committee including US Forest Service Columbia Gorge National Scenic Area, WS Dept of Transportation, Western Federal Lands, Skamania County Sheriff Dept, Washington State Patrol, Skamania County Chamber of Commerce and Friends of the Columbia Gorge worked on a plan to alleviate congestions and enhance safety at the trailhead. The plan included more signage at Dog Mountain and in Stevenson including a variable message sign. The Dog Mountain shuttle was used to capacity during the shuttle season. Visitors parked in Stevenson during the shuttle season.

After June 15, the regular service will resume with runs to Vancouver and through Skamania County.

GOALS

The goals are to increase overnight stays, improve safety for visitors and reduce reliance on vehicles.

One important goal is to create an economic benefit for the local community and businesses by enhancing the visitor experience, increasing visitor counts, promoting local businesses and increasing spending.

Another goal is to make public transportation available to those who are environmentally conscious and wish to utilize public transportation.

The project will alleviate congestion at busy trailheads, improve safety for pedestrians and bicycle rider and improve traffic flow on the weekends. The shuttle service will specifically alleviate safety and congestion concerns at Dog Mountain and the Cape Horn Trail.

MARKETING OVERNIGHT STAYS

Senior Services is working with the Skamania County Chamber of Commerce, Friends of the Gorge, US Forest Services to partner on marketing the Gorge. The Chamber placed ads that mentioned transit for visitors to the Gorge. The Friends developed a "Transit to Trails" marketing campaign that was sent to 12,000 press contacts and individuals. Outdoor NW picked up the information and mentioned it in the magazine. Willamette Week and the Oregonian wrote an article on the transit to trails program. We have contacted the trail associations to mention the transit to trails program. Through this cooperative effort, the ridership increased this year and we believe it will continue to increase.

WHY FUND TRANSIT

Providing an expanded public transit system on the weekend during the tourist season will give visitors a positive experience and encourage longer stays thus increasing the economic impact exponentially.

SUSTAINABILITY PLAN

SCSS has been tracking ridership for bus users, surveying riders during the mid-summer run and keeping records of rider's origin and destination. We will continue to track riders through the next year. After 2018,

the sustainability plan will be to fold the seasonal transit into the regular weekend transit run request for funding from WSDOT.

2017 budget: \$47250 Project Cost

Western Federal Lands Grant-\$40,000

MATCHING FUNDS:

\$7,250 cash from Friends of the Gorge, Skamania County Lodging Tax Funds and transit fare.

- Friends of the Gorge Cash = \$1250
- City of Stevenson Lodging Tax = \$2500.
- Skamania County Lodging Tax Fund-\$2500
- Transit Fares: \$1000

City of Stevenson matching funds are 5% of the budget

\$4,250 In Kind Contributions

- Friends of the Gorge
 - E-mail and website link distribution = \$ 4,000 IK
- Skamania County Chamber of Commerce
 - E-mail distribution = \$250 IK
 - Website link = \$250 IK