AGREEMENT – EAST POINT SIGNAGE

This agreement made and entered into this 1st day of March, 2017 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 updated East Point signage

3. The Port is uniquely qualified to design and install East Point signage meeting the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.

4. It is in the City’s interest to contract with the Port to perform certain activities relating to the design and installation of East Point signage 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.** Port will design and install updated East Point signage as described in Exhibit A, incorporated herein by reference, and submit requests for payment within forty-five days of each accepted task:
   a. 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, 2017.

3. **Payment.**
   a. The City will reimburse Port up to $6,400 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 12, 2018. **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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

Frank Cox, Mayor

PORT OF SKAMANIA COUNTY

Signature

ATTEST

Printed Name and Title

Nick Hogan, 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 A

2017 TOURISM FUNDING APPLICATION FORM

Submitted by: Pat Albaugh

Contact Person: Pat Albaugh

Mailing Address: Port of Skamania County, PO Box 1099, Stevenson, WA 98648

Phone: 509-427-5484

Email: pat@portofskamania.org

Name of Proposed Event: Waterfront East Point Pedestrian Kiosk

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.

   The Port’s Mission is to identify, develop, and promote economic resources that foster diversity, prosperity, and quality of life for all citizens of Skamania County. The Port accomplishes this by:
   
   * acquiring, selling, developing, and leasing land/facilities.
   
   * partnering with other private and public interests to build and operate facilities, which it leases to local businesses who provide jobs.
   
   * constructing and maintaining multimodal transportation infrastructure such as roads, paths, parking, docks and launch ramps.
   
   * improving and operating public parks and recreational facilities and promoting tourism.

   91-0877305 FEIN

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 hired Rock Cove Design to design an interpretive sign for East Point and East Point Park (see attached). The sign explains kiteboarding and how East Point is world famous for that activity. It also lets visitors know about the Interpretive Trails throughout Stevenson, proximity to restrooms and other amenities. The sign has been designed to complement the recent Stevenson Landing and Cascade Avenue improvements. This is another step in improving the Stevenson Waterfront and part of creating a Destination Landmark for further development of the Waterfront and surrounding area. The sign has been designed and built but has not been installed due to cost of the stone base. The Port would like to build the base ($6,400) and install sign by May 2017 as another waterfront improvement.

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3. How much are you requesting from City of Stevenson Lodging taxes? $6,400

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.

   Total Cost - $14,600 (Port funding 56% - requesting Lodging taxes to cover remaining 44%).
   Design - $2,600
   Sign and Medallion - $5,500
   Rock Base Construction and Sign Installation - $6,400 (includes permits, bringing electrical to sign, materials and labor).

5. Please describe your current fund raising efforts for this project.

   Port will pay for design, sign, and medallion ($8,100)

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. N/A- this is a one-time request

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

   As part of the City’s Interpretive Trail system the signs direct visitors around town and to other interpretive signs. The Skamania Pioneer will publish a story on the new sign. It will be shown on the Port’s website. The Chamber directs visitors to the waterfront.

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

   This is part of Stevenson’s Interpretive Trail system that extends from Skamania Lodge and through town. Having quality activities and interpretive signs enhance the visitor experience and contributes to repeat visits and recommendations for others to visit.

9. List the number of tourists expected to attend your activity or facility in each of these categories:
   a. Staying overnight in paid accommodations. Overnight visitors are drawn to the waterfront and river activities. Tourists can be expected to see the sign every day of the year.
   b. Traveling 50 miles or more from their place of residence or business. Dozens of kiteboarders and tourists visit East Point Park each day during the summer.
   c. Traveling from another state or country. Tourists can be expected to see the sign every day of the year.

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.

   This is part of the citywide initiative to have quality, cohesive, and attractive signage. It has been designed to conform to the newest sign standards and look. This initiative is supported

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and encouraged by the Chamber and SBA. Local kiteboard enthusiasts have been part of the interpretive design process, helped determine sign placement location, and are volunteering to help install the sign.

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

   The Port owns and maintains East Point Park for tourists and kiteboarders. The sign will be maintained as part of the Port’s routine operation.

12. How will the Stevenson community benefit from your project?

   The interpretive sign will enhance visitors’ experience at the Waterfront. Increasing activity supports our local economy and businesses.

13. Sign and date your proposal.

   [Signature]
   Pat Albaugh, Port of Skamania
   10/14/16
   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.
PEDESTRIAN KIOSK ELEVATIONS

Scale: 1" = 1'

EAST POINT PARK

Welcome to East Point Park.

The pedestrian kiosk features a park map, route information, and historical facts.
The kiosk is designed to be accessible to all visitors.

North Side

Side

South Side

EAST POINT KIOSK
Conceptual Plan - June 2016

PORT 
OKANAGAN

ROCK COVE DESIGN
PEDESTRIAN KIOSK ELEVATIONS 1
Scale: 3/4" = 1'-0"

North & South

East & West

EAST POINT KIOSK
Conceptual Plan - June 2016
PEDESTRIAN KIOSK ELEVATIONS 2
Scale: 3/4" = 1'-0"

Collar Detail
Scale: 3" = 1'-0"

Note:
The collar detail is an approximation. Liberties may be taken with construction, but must be approved by the designers. Collar must slip over posts and attach to sign (all of which will be powder-coated).

East Point Kiosk
Conceptual Plan - June 2016