

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION AND OPERATION OF EVENTS IN STEVENSON
TO ATTRACT TOURISTS - 2018**

THIS AGREEMENT made and entered into this 21st day of December, 2017 between Skamania County, a municipal corporation, hereinafter referred to as “**COMMUNITY EVENTS AND RECREATION**”, 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 and the marketing and operation of special events and festivals and related tourist activities in Stevenson,

WHEREAS, the City wishes to increase publicity 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 the County and its Department of Community Events and Recreation mutually agree that the County can provide promotional information and operation of **events described in Exhibit “A”** that will increase tourism; and

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. **Performance:** Department of Community Events and Recreation shall design and conduct promotion for tourist events/festivals as described on Exhibit A, and operate said events,
2. **Completion:** All work shall be completed by December 31, 2018. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, Community Events and Recreation Department, must submit to the City a completed copy of the Lodging Tax Report for each of the events described in Exhibit A. Final payment on the contract will be withheld until receipt of report.
3. **Term:** The term of this agreement shall begin January 1, 2018 and end upon the completion of the project, but no later than December 31, 2018.
4. **Payment.**
 - a. The City will reimburse the Community Events and Recreation Department up to \$15,000 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, 2019. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 2 above shall be submitted before final payment under this contract is made.
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 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.

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: The Community Events and Recreation Department 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 Community Events and Recreation Department: It is hereby understood, agreed and declared that Community Events and Recreation Department 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.
9. Insurance and Liability. Community Events and Recreation Department agrees to indemnify and hold 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.

Community Events and Recreation Department further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims made against the City by Skamania County 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 agreement, written or oral, not incorporated herein.
12. Equal Opportunity and compliance With Laws: Community Events and Recreation Department shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Community Events and Recreation Department 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 Community Events and Recreation Department, have legal authority to enter into this agreement on behalf of City and Community Events and Recreation Department, and are able to bind City and Community Events and Recreation Department, 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, 2018 or sooner as provided in paragraph 6.0 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 for event promotion and operation.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6.0 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

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

City of Stevenson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

Chairman

Commissioner

Commissioner

Clerk of the Board

APPROVED AS TO FORM:
Prosecuting Attorney

EXHIBIT A
Tourism Promotional and Event Operation Services

Skamania County Fair & Timber Festival	\$ 5,000
Columbia Gorge Bluegrass Festival	<u>\$ 10,000</u>
Total Award:	<u>\$ 15,000</u>

1. Movement of funds between programs of up to 10% of the total contract amount is allowed.
2. Community Events and Recreation shall plan and operate the above events as described on the respective Tourism Funding Application Forms submitted by Community Events and Recreation for these events, incorporated herein by reference.