INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and STEVENSON-CARSON SCHOOL DISTRICT

FOR SUPPORT OF MARKETING THE STEVENSON COMMUNITY POOL

THIS AGREEMENT dated December 21, 2017, is entered into between the City of Stevenson, a municipal corporation, hereinafter referred to as "CITY", and the Stevenson-Carson School District, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to market the community pool.

WHEREAS, Washington Statute RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies any enter agreements with one another for mutual cooperative action; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening and marketing the community pool (owned by the School District); and

WHEREAS, the City desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism, and

WHEREAS, the City does not have qualified staff to manage marketing for the Community Pool; and

WHEREAS School District is uniquely qualified to manage marketing the Community Pool, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events; and

WHEREAS it is in the City’s interest to contract with School District to perform marketing of the Community Pool to 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, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:
1. **Performance.** School District will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
   a. School District will market the Community Pool (owned by the School District) as described on Exhibit A, incorporated herein by reference.
   b. School District 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.** The School District shall complete the services to be performed under this agreement on or before December 31, 2018.

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 School District up to $2,500 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 1 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.** School District 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.

8. **Status of “School District”.** It is hereby understood, agreed and declared that School District 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. School District 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.

School District 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 School District 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.

against any employee employed under this agreement because of race, color, religion,
age, sex or national origin. Further, School District 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
the Superior Court of 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 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.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District 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

Stevenson-Carson School District

_______________________
Karen Douglass, Superintendent

ATTEST

_______________________
Leana Johnson, City Clerk

APPROVED AS TO FORM:

_______________________
Kenneth B Woodrich, PC
City Attorney
Exhibit A

2018 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson-Carson School District Superintendent Karen Douglass

Contact Person: Karen Douglass

Mailing Address: 350 NW Bulldog Drive

PO Box 850

Stevenson, WA 98648

Phone: (509) 427-5674

Email: douglassk@SCSD303.org

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.
   Stevenson-Carson School District, EIN 91-0971921.

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.
   Promote the Stevenson Community Pool throughout the year with full color posters/brochures and paid advertising in Stevenson and all Gorge area newspapers. We would promote from Lyle to Mt. Pleasant and in Cascade Locks. The advertising might include pre-purchasing memberships, hours of operation, availability of lessons, and other pool information. Special events such as TEEN NIGHT, Doggy Splash and Birthday Parties would also be promoted.

3. How much are you requesting from City of Stevenson Lodging taxes? $10,000

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.
   Promotions only: The budget for advertising and promoting the opening of the pool is expected to be $10,000. This request for funding represents 100% of the promotions budget for calendar year 2018.

   The actual revenue budget is still a work in progress as The Stevenson Community Pool moves through its first year of operation. At this point in time, we anticipate that $10,000 would represent about 4% of our revenue. 2017-2018 estimated budget for The Pool is attached.

5. Please describe your current fund raising efforts for this project.
# The Community Pool

## 2017-2018 SCSO Budget

**12-Month Operating Budget**

### Estimated Revenues [Based on 125 people/6 days per week]

<table>
<thead>
<tr>
<th>Revenue Driver</th>
<th>Assumptions</th>
<th>Annual Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-in Users</td>
<td>(30 people per day; w/out Punch Card or Seasonal Pass Admission)</td>
<td>$31,104</td>
</tr>
<tr>
<td>10 Punch Pass</td>
<td>(30 passes sold per month)</td>
<td>$14,400</td>
</tr>
<tr>
<td>Seasonal Pass</td>
<td>(100 passes per season (quarter))</td>
<td>$80,000</td>
</tr>
<tr>
<td>Rentals</td>
<td>(Est. 5 parties at $100/ea per Month)</td>
<td>$9,000</td>
</tr>
<tr>
<td>Swim Lessons/ Exercise Classes</td>
<td>(200 Classes Annually; 5 students/per class)</td>
<td>$32,000</td>
</tr>
<tr>
<td>Concessions/Merchandise</td>
<td>City of Stevenson</td>
<td>$36,300</td>
</tr>
<tr>
<td><strong>COMMUNITY PARTNERS</strong></td>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>TOTAL EST. REVENUES</strong></td>
<td></td>
<td><strong>$222,804</strong></td>
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</table>

### Estimated Expenditures

<table>
<thead>
<tr>
<th>Expense Driver</th>
<th>Assumptions</th>
<th>Annual Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Time Staff - Anders Sorestad</td>
<td>(Salary &amp; Benefits)</td>
<td>$58,766</td>
</tr>
<tr>
<td>$11 Part Time Staff - ZZUnfilled Group 1-4</td>
<td>(Salary &amp; Benefits; 6,600 hours/annually)</td>
<td>$98,625</td>
</tr>
<tr>
<td>$12 Part Time Staff w/ Lessons</td>
<td>(Salary &amp; Benefits; 200 hrs/ annually)</td>
<td>$7,675</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water/Sewer</td>
<td></td>
<td>$12,000</td>
</tr>
<tr>
<td>Electric</td>
<td></td>
<td>$21,300</td>
</tr>
<tr>
<td>Gas</td>
<td></td>
<td>$24,000</td>
</tr>
<tr>
<td>Garbage</td>
<td>(Pool will use SHS Dumpster)</td>
<td>-</td>
</tr>
<tr>
<td>Supplies / Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Chemicals</td>
<td></td>
<td>$9,000</td>
</tr>
<tr>
<td>General Office/FA Supplies</td>
<td></td>
<td>$600</td>
</tr>
<tr>
<td>Custodial Supplies</td>
<td></td>
<td>$2,400</td>
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<tr>
<td>Merchandise/Concessions</td>
<td></td>
<td>$12,000</td>
</tr>
<tr>
<td>Contingency Exp</td>
<td>Misc. Supply Needs</td>
<td>$22,400</td>
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<tr>
<td><strong>Professional Services</strong></td>
<td></td>
<td></td>
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<tr>
<td>Risk Management Insurance Coverage</td>
<td>Already Provided no additional EXP</td>
<td>$-</td>
</tr>
<tr>
<td>Permits/Gov Fees</td>
<td></td>
<td>$300</td>
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<tr>
<td>Maintenance Repairs</td>
<td></td>
<td>$6,000</td>
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<tr>
<td>Marketing</td>
<td>(Printing/Advert/Promo Events)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Credit Card Processing Fees</td>
<td></td>
<td>$2,400</td>
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<tr>
<td><strong>Capital Outlay</strong></td>
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<td>$1,200</td>
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<tr>
<td><strong>TOTAL EST. EXPENSES</strong></td>
<td></td>
<td><strong>$288,677</strong></td>
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<tr>
<td><strong>TOTAL EST. NET POSITION</strong></td>
<td></td>
<td><strong>$(-65,873)</strong></td>
</tr>
</tbody>
</table>

### Fiscal Considerations

- **Add:** City ongoing partnership $20,000
- **Contingency:** $20,000
- **Requested Reduction of Swim Lesson Rev:** $10,000
- **Additional Staff Hours @ 1,198:** $- $30,000
- **Ongoing District Contribution:** $14,127.65

### Comments

1. The current cost of keeping the pool closed is about $25,000-$30,000 per year. The cost of the pool when it was run prior to 2010 was about $173,000 in net loss.
2. The Estimated 12-Month Operating Budget is based on monthly varying revenue and expenses. With an assumption that revenues and expenditures will be higher during higher usage months, e.g. Summer Times; and, lower during annual maintenance in September closures.
3. The City of Stevenson accepted a proposal to contribute $20,000 toward the ongoing expense of the pool and SCSO continues to seek other ongoing fiscal partnerships.
The Stevenson Community Pool is open and the revenue and expenses are under close monitoring to determine the balance that will work for this community. As the district has said since the beginning of the reopening project: the pool will open and remain open if we have partners and swimmers. The fall schedule has been reduced (reduction in expenses) to match the pattern of users during the summer months. The pool had minimal use in the morning; therefore, morning hours were greatly reduced. The District’s fund raising efforts will continue to included partnerships, grant opportunities and tourism dollars.

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.

The Stevenson Community Pool continues to establish the plan for successful continued operation. The district hopes annual revenues to cover most, but not all, of the cost of continued operations based on consultant’s experience at other community pools. The annual amount needed from the School District and its financial partners for continued operation of the pool has not yet been determined due to only having been reopened 4 months, mostly summer months.

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

Please see question #2. In addition, the pool manager and team of lifeguards will continue to be creating and think out of the box for ideas that could potentially increase participation at the pool. One idea that is under development is starting a Swim Club. Each idea must be penciled out to ensure that it is positive on the revenue side and not on the expenses. The district also hopes to work with Skamania County Chamber in cross promotion, when that is a benefit. For example, adults wish to attend this “adult only” event sponsored by The Chamber – the pool could step in and offer a special event for children, providing a nice “day care” type option.

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

The Stevenson Community Pool provides one more activity for tourists visiting Stevenson to enjoy. Many windsurfers, kiteboarders, hikers, and other tourists come to Stevenson every year. The community pool allows family members not wanting to participate in these sports an alternate activity to enjoy while their spouse or parents windsurf / kiteboard / hike etc. Having a large number of diverse activities for tourists to do in the immediate area will encourage more tourists to come to our area and is a nice amenity for AIRBNB and campgrounds to include in their promotions.

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

a. Staying overnight in paid accommodations.

Probably very few overnight visitors as a direct result of the pool. However, the pool does bring tourists into town from campgrounds. It also allows parents to leisurely walk the entire town to shop while their kids are swimming.

b. Traveling 50 miles or more from their place of residence or business.

Our pool has already seen a wide range of visitors from outside of our county. A Seattle Chapter of the American Volkssport Association used the pool to help their members earn a water badge on their Columbia Gorge event. This was originally planned to take place in the Hood River area; however, our pool attracted them to our city and Skamania County, where they also camped. We had visitors from Virginia, Colorado, California, Idaho and Oregon—those were the states specifically identified. A couple from Germany, hiking the Pacific Crest Trail, found our pool on Google and decided to hike in for a day of R&R.

c. Traveling from another state or country.
Residents of Hood River County have participated in swimming lessons and otherwise use the community pool. It is unlikely the pool, by itself, will encourage tourists from out of state/country...except maybe PCT hikers from Germany.

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 will advertise in the Chamber of Commerce and on the Stevenson/SBA website. There are a few Airbnbs in the Stevenson/Cascade Locks area that will include the pool in their onsite description or in their visitors’ packet on-site. Finally, Carson Hot Springs will promote the pool as they do not have a swim facility for children. Although some of these promotions are outside of city limits - they all have potential of bringing tourism dollars into our community.

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

This proposal is not for construction.

12. How will the Stevenson community benefit from your project? The Community will benefit greatly from keeping the Stevenson Community Pool opened. Local residents are able to use the pool for recreational swimming. The Stevenson-Carson School District may use it for authentic learning (business class) or for students with special needs. The pool also provides an after school option for parent. The swim lessons have been well received and continue to generate revenue for the pool. Some day we would be able to once again sponsor a local Swim-Team and host competitions. Senior citizens are fully engaged in the exercise classes and lap swim. Community classes could be held in the pool such as beginning kayaking (as is currently being done in the Hood River Pool).


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.

Application page 1 of 2