

WHEN RECORDED RETURN TO:

Port of Skamania County

PO Box 1099

Stevenson, WA 98648

DOCUMENT TITLE(S)

Interlocal Agreement Lot 2 Block 1 Town of Stevenson

REFERENCE NUMBER(S) of Documents assigned or released:

Additional numbers on page _____ of document.

GRANTOR(S):

City of Stevenson

Additional names on page _____ of document.

GRANTEE(S):

Port of Skamania County

Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02070111610000

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**INTERLOCAL AGREEMENT BETWEEN THE PORT OF SKAMANIA COUNTY AND
THE CITY OF STEVENSON**

**LEAVENS POINT WATER ACCESS PROJECT
LICENSE FOR LOT 2, BLOCK 1, TOWN OF STEVENSON**

THIS AGREEMENT dated August 20, 2015, is entered into between the **Port of Skamania County**, a municipal corporation, hereinafter referred to as the "PORT", 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 dedicated to the promotion of travel and tourism and the acquisition of and operation of tourism related facilities designed to attract tourists to Stevenson,

WHEREAS, the City is desirous of acquiring additional tourism facilities to help extend the stay of tourists to Stevenson,

WHEREAS, the use of Hotel/Motel Funds has been extended by the Washington State Legislature in 2007 to the acquisition/construction or operation of tourism related facilities owned by a public entity or non-profit organization,

WHEREAS, on August 20, 2015 the City and the Port adopted an agreement for the Port to develop and maintain the Leavens Point Water Access (the "Leavens Point Water Access Agreement"), and this Interlocal Agreement extends the Port's authority to City property adjacent to the Leavens Point right-of-way, Lot 2, Block 1, Town of Stevenson (the "City Lot");

WHEREAS, the City and the Port intend that the Port develop and maintain Lot 2 Block 1 to the Town of Stevenson, in conjunction with the Leavens Point Water Access Project as a tourism related facility providing water access serving non-motorized water sport enthusiasts including kite boarders, kayakers, fishers, windsurfers, and more ;

NOW, THEREFORE, BE IT RESOLVED, that the City and the Port through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

1. City Grant of License. City hereby grants to Port a perpetual license to enter upon the City Lot and perform work as necessary to further the goals of the Leavens Point Water Access project, including, without limitation, placing material on the site and moving stormwater drainage culverts as necessary to avoid any disruption of the stormwater flow.
2. The Port shall: Design, complete site preparation, and develop water access on the City Lot as part of the Leavens Point Water Access. The Port shall also maintain the City

Lot and improvements as required by the design and permitting of the project.

3. **Completion:** All work shall be completed by December 31, 2018.
4. **Term:** The term of this agreement shall be perpetual, for as long as the Port maintains a public water access on the site. City reserves the right to terminate this License in the event it determines the public water access has been discontinued or obstructed.
5. **Payment:** The financing for this project will be from grant funds, including, without limitation, Hotel-Motel Tax fund grants, Washington State and Federal grants, and other general fund revenue of the parties as approved by their respective elected officials.
6. **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.
7. **Financial Records:** The Port 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 the Port:** It is hereby understood, agreed and declared that the Port is an independent contractor and 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. **Liability:** The 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 persons attending the events described herein and/or out of the work performed under this agreement.
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:** The Port shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the Port 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 costs 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 the City and the Port have legal authority to enter into this agreement on behalf of the City and the Port, and are able to bind the City and the Port in a valid agreement on the terms herein.
16. **Interlocal Cooperation Act Statement.** This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
 - a. Duration. The term of this agreement is set forth in Section 4, above.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to enable the Port to make improvements to and maintain a City Lot for public water access.
 - d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
 - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 6, above.
 - 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.

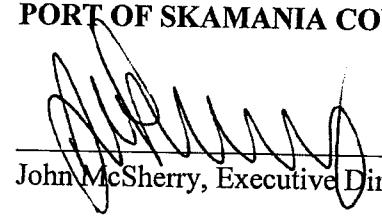
17. **Preparation of Agreement; Disclosure of Simultaneous Representation;**

Acknowledgment and Consent: This agreement was prepared by Kenneth B Woodrich of Kenneth B Woodrich, PC, Attorney at Law, who represents both parties in this transaction. By signing below, both parties acknowledge disclosure of this conflict of interest and understand that the attorney did not participate in negotiations, and in the

event of a dispute under this agreement may not represent either party. Both parties consent to this dual representation.

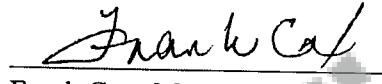
IN WITNESS WHEREOF, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this agreement as of the date first set forth above.

PORT OF SKAMANIA COUNTY


John McSherry, Executive Director

Date 8/31/15

CITY OF STEVENSON


Frank Cox, Mayor

Date 8/24/15

ATTEST:


Nick Hogan, City Clerk

Date 8/24/15