

WHEN RECORDED RETURN TO: Port of Skamania County
PO Box 1099
Stevenson, WA 98648

DOCUMENT TITLE(S)
Interlocal Agreement Leavens Point
REFERENCE NUMBER(S) of Documents assigned or released:
<input type="checkbox"/> Additional numbers on page _____ of document.
GRANTOR(S): City of Stevenson
<input type="checkbox"/> Additional names on page _____ of document.
GRANTEE(S): Port of Skamania County
<input type="checkbox"/> Additional names on page _____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
<input type="checkbox"/> Complete legal on page _____ of document.
TAX PARCEL NUMBER(S): 02750622010000
<input type="checkbox"/> Additional parcel numbers on page _____ of document.
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**INTERLOCAL AGREEMENT AND NON-EXCLUSIVE 50-YEAR
LICENSE BETWEEN
THE PORT OF SKAMANIA COUNTY AND THE CITY OF STEVENSON
LEAVENS POINT WATER ACCESS**

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 City and the Port mutually agree that the Port can develop and maintain 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. **Grant of License**: The City hereby grants to the Port a non-exclusive license to develop and maintain a non-motorized water access area over and across Leavens Avenue South of Cascade Avenue and into and under the Columbia River (the “License Area”).
2. **The Port shall**: Design, complete site preparation, and develop a water access to accommodate non-motorized water sport activities. After construction the Port shall promote the project as a destination recreational site for water sport tourists and shall maintain the License Area.
3. **Port rights to control access**: The Port may limit access to the public for public health and safety reasons during construction and in the event the License Area is in the Port’s judgment, unsafe. City may also limit access in the event it finds unsafe conditions in the License Area. Except for these exceptions, the Port shall permit free public access over and across the License Area, subject to any reasonable safety and use restrictions.
4. **Completion**: All construction work shall be completed by December 31, 2018.
5. **Term**: The term of this agreement shall be for a period of fifty (50) years from the date of this agreement first appearing above. Unless either party provides notice to the other of its intent to not continue this agreement at least six (6) months prior to the expiration of the initial term and any successive terms, it shall continue for additional fifty (50) year terms until terminated according to this agreement.

6. Consideration: Consideration for granting this License shall be the mutual promises contained herein.
7. Payment: The parties agree to cooperate to secure funds to complete the project. Thereafter there shall be no consideration required for this License, provided the Port continues to maintain the License Area.
8. 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. Either party may further terminate this agreement by providing not fewer than six (6) months prior written notice to the other of its intent to terminate this agreement.
9. 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.
10. 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 of entering into this agreement, except as may be provided herein.
11. 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 using the License Area and/or out of the work performed under this agreement. This provision, however, shall in not in any way create liability where it is otherwise limited or eliminated under RCW Ch. 4.24.200-.210 or elsewhere. For the purposes of RCW Ch. 4.24, the Port shall be considered to be "in lawful possession and control of land" as applied to the License Area.
12. Assignment: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
13. 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.
14. 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.
15. 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.
16. 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.

17. Certification of Authority: The parties hereby certify that the persons 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.
18. Drafting: The parties acknowledge that this agreement was drafted by Kenneth B Woodrich, Attorney at Law of Kenneth B Woodrich PC, and he represents both the Port and the City. The parties understand that he has not participated in the negotiations relating to this agreement, and is acting as a scrivener. The parties are cautioned that in the event of a dispute, he is unable to represent either side, and both parties are advised to seek independent representation in the event they wish to be advised of their rights and responsibilities hereunder. By signing below, both parties consent to this dual representation.

19. 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 5, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the Port to develop and maintain a water access facility on Leavens Street at its intersection with the Columbia River.
- d. Manner of Financing. The parties intend to finance this agreement through grant funding, loans or 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 8, 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.

[Signatures appear on next page]

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

[Signature]
By John McSherry, Executive Director

CITY OF STEVENSON

[Signature]
By Frank Cox, Mayor

STATE OF Washington)
COUNTY OF Skamania)

ss:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John McSherry, known to me to be the same person whose name is subscribed to the foregoing Interlocal Agreement and Fifty Year Non-Exclusive License, appeared before me this day in person acknowledged that the signed Agreement as the free and voluntary act of the Port of Skamania County for the uses and purposes therein stated.

Given under my hand and seal this 31 day of August, 2015.

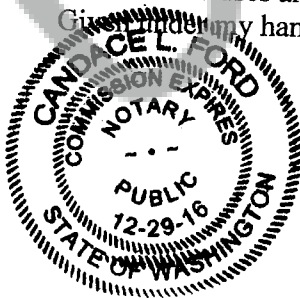
Julie A. Mayfield
Notary Public Julie A. Mayfield
My commission expires 6-3-18

STATE OF Washington)
COUNTY OF Skamania)

ss:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Frank Cox, known to me to be the same person whose name is subscribed to the foregoing Interlocal Agreement and Fifty Year Non-Exclusive License, appeared before me this day in person acknowledged that he signed the said Agreement as the free and voluntary act of the City of Stevenson for the uses and purposes therein stated.

Given under my hand and seal this 24th day of August, 2015.



Candace L. Ford
Notary Public Candace L. Ford
My commission expires 12/29/2016