#### SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave. Stevenson, WA 98648 Agenda for January 20, 2021

Commissioner Meetings are open to public attendance only by using ZOOM per Governor's Proclamation 20-28.14, Amending and Extending Proclamations 20-05 and 20-28, et seq. using the following numbers:

1 346 248 7799 US

1 312 626 6799 US

1 646 558 8656 US

1 669 900 9128 US

1 253 215 8782 US

1 301 715 8592 US

Meeting ID: 813 4248 1018

Join Zoom Meeting

- Audio only from your computer <a href="https://us02web.zoom.us/j/81342481018">https://us02web.zoom.us/j/81342481018</a>

#### Wednesday, January 12, 2021

9:30 AM

Call to Order, Pledge of Allegiance Public Comment (3 minutes)

<u>Consent Agenda</u> Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

- 1. Memorandum of Agreement with Evergreen Forest County Group, for 2021 County Annual Dues for Public Land, Environmental & Natural Resources work by Robert K. Weidner on behalf of Skamania County in Washington D.C.
- 2. Interlocal Agreement with the City of Stevenson for promotion of events and design/engineering of a permanent outdoor theatrical stage
- 3. Interlocal Agreement with the City of Stevenson for hotel/motel tax funds to use as a match for Federal Lands Act funding and for promotional/marketing costs regarding the Dog Mountain Shuttle
- 4. 2021 Road Levy Certification
- 5. Notification from the Washington State Liquor and Cannabis Boar of a liquor license renewal application for Backwoods Brewing Company

Voucher Approval

Payroll Approval

Noxious Weed Report, Emily Stevenson, Program Manager

Meeting Updates (May continue updates later in meeting if more time is needed)

10:00 AM

Department Head Reports

11:15 AM

Workshop to discuss sewer easement with City of Stevenson Administrator, Leana Kinley and Skamania County Public Works Director, Tim Elsea

Lunch

1:30 PM

Forest Service Updates

2:30 PM

Washington Gorge Action Program Updates, Leslie Naramore, Executive Director

Adjourn

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at <a href="www.skamaniacounty.org">www.skamaniacounty.org</a> on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. \Board of Commissioner meetings are recorded, and audio may be heard at <a href="www.skamaniacounty.org">www.skamaniacounty.org</a>

#### COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1.	Contract Number 2019					
2.	Contract Status: (Check appr	opriate box)		Original	Renewal	Amendment
3.	Contractor Information:	Contractor: Contact Person Title: Address: Address: Phone:	1:	Robert K 10648 Ca	n Forest County . Weidner anterberry Road tation, VA 22 8-6603	1
4.	Brief description of purpose of the contract and County's contracted duties: 2021County Annual Dues for Public Land, Environment & Natural Resources work by Robert K. Weidner on behalf of Skamania County in Washington D.C.					
5.	Term of Contract:	From: January	1, 202	1 T	o: December 31	1, 2021
6.	General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190  Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners Informal Bid Process (Formal Quotes between \$2,500 and \$25,000) Formal Sealed Bid Process (Purchase is over \$25,000) Other Exempt (explain and provide RCW)  Public Works Construction & Improvements Projects - RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)  Small Works Roster (PW projects up to \$200,000) Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)				f Commissioners 5,000)  & 39.04.155 (Public	
7.	Budget Committed in Current Amount Not Budgeted in Cu Total Non-County Funds Com Total County Funds Commit TOTAL FUNDS COMITTE	rrent Year mmitted: ted:	\$10,00 \$ -0- \$ -0- \$10,00 \$10,00	Se Se	ource:	
8.	. County Contact Person:  Name: Robert Hamlin Title: Board of Commissioners			3		
9.	Department Approval:	Departr	nent H	ead or Fle	cted Official Si	onature
10.	Special Comments:	Берши	110111 11	odd of Dio	cted Official St	

# MEMORANDUM OF AGREEMENT ON BEHALF OF SKAMANIA COUNTY, A MEMBER OF THE EVERGREEN FOREST COUNTY GROUP A Rural Public Lands County Council Affiliate 2021

#### I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter "Weidner", with offices in the Washington, D.C. area and Skamania County, hereinafter "the County".

#### II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation's advisor to Skamania County and other counties of the Evergreen Forest County Group hereinafter "Evergreen". In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in "B" above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

#### III. **DURATION**

This Memorandum of Agreement shall remain in effect from January 1, 2021 until December 31, 2021. However, either party may cancel this contract with sixty days notice without cause.

#### IV. FEES

PLEASE MAKE CHECK PAYABLE TO Robert K. Weidner. In consideration of the above-referenced services to be performed by Weidner, the County agrees to pay Weidner \$10,000.00 in January of 2021. Should this contract be terminated early, pursuant to the provision of III, above, and then compensation for Weidner's services shall be computed based upon the number of hours actually expended by Weidner multiplied by an hourly rate of \$250.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.

Weidner

Date

On behalf of Skamania County T.W. Lannen, Chair 1/20/2021

Date

APPROVED AS TO FORM:

Skamania County Prosecuter

#### **Evergreen Forest County Group**

September 24, 2020

**Dear Commissioners/Council Members:** 

In what has to be the strangest year of our lives, I am pleased to report that during these unsettled times we are fortunate to be extremely well served by our County Representative in Washington, D.C., Bob Weidner. Bob has worked in our Nation's Capital since 1982 and has established countless relationships during that 38-year period; a fact that has proven invaluable during COVID-19. Anyone starting new in DC would have no chance in the continually changing dynamics of Congress and the Administration especially since the life span of Congressional staffers ranges from eight months in the U.S. House of Representatives to two years in the Senate.

Under the direction of Washington's National Forest counties, Bob has remained laser focused on federal payments both SRS and PILT of which nearly \$60 million dollars is owed to our state's counties and schools annually. Working through the National Forest Counties and Schools Coalition, Bob works cooperatively with like-minded groups including NACo, across the country promoting the interests of National Forest counties and schools. Our Congressional delegation serves us well, but to succeed we need help from other regions of the country so we can protect and promote our Washington state and Pacific Northwest interests. No one does that better than Bob Weidner.

For example, last week, Bob was in contact with Senate Energy and Natural Resources Committee staffers in both parties asking why the Committee's SRS extension bill S. 430, which passed by 19-0 last December has not been enacted. Why? Because, without this bill being enacted, SRS payments which, thanks to Bob, are scheduled for next Spring will be reduced by another 5% and counties will remain locked in a 2012 distribution formula between Titles II & III. Moreover, S. 430 delegates RAC appointment authority to the Forest Service Regions away from the White House which is good for all.

In addition to our bread and butter county payments, Bob has worked closely with the Trump Agriculture and Interior Departments to protect and promote economic development in and around our National Forests and with Democratic members of Congress as well.

Bob has helped craft active National Forest management legislation which remains our best choice to prevent fires and preserve job opportunities going forward. Bob has led the effort to educate eastern members of Congress in both parties about the linkage between SRS payments and PILT payments. Congress has responded and is on the verge of changing federal law to recognize the importance of establishing a permanent Trust Fund for National Forest Counties which in turn, protects PILT.

Bob is working for us full time through COVID-19 and other distractions. I urge each rural county to continue to honor the commitment we made to work together to keep this effort in place as insurance for all National Forest counties.

Sincerely,

Doug England

Chairman, Evergreen Forest County Group

**Chelan County** 

RECEIVED

OCT 1 2 2020

SKAMANIA COUNTY
COMMISSIONERS

### **Evergreen Forest County Group**

9720 Ironmaster Drive Burke, VA 22015 703 898-6603 rkw57@msn.com

January 1, 2021

#### **INVOICE**

2021 County Annual Dues for Public Land, Environment & Natural Resources Work by Robert K. Weidner on behalf of Skamania County in Washington D.C.

Amount Due: \$10,000.00

Please make check payable to:

Robert K. Weidner Chartwell Enterprises

**W-9 S Corp. 47-2716989** 9720 Ironmaster Drive Burke, VA 22015

Many Thanks!

A Rural Public Lands County Council Affiliate County

#### COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1.	Contract Number					
2.	Contract Status: (Check appropriate	box)	Origina	al Renev	<sub>ral</sub>	Amendment
3.	Contractor Information:	Contact P Title: City Address: Address:	r: City of Serson: Lean Administra PO BOX 37 Stevenson, 09-427-597	na Kinley ator 71 WA 98648		
	Brief description of purpose of the copromotion of events and design/engine	ontract and neering of	County's coa permanent	ontracted dutie outdoor theatr	s: Interical sta	rlocal agreement for age.
4.	Term of Contract:	From: Jan	uary 1, 2021	To: De	cembe	er 31, 2021
5.	Contract Award Process: (Check app General Purchase of materials, ed Exempt (Purchase is \$ Informal Bid Process Formal Sealed Bid Process Formal Sealed Bid Process Other Exempt (explain  Public Works Construction & Im Works, B&G, Capital Improvement  Small Works Roster (Information & Improvement) Exempt (PW projects)	Quipment of S2,500 or let (Formal Quocess (Purch and proving provement ents Only)  PW project	ess upon ord uotes betwee chase is over ide RCW) s Projects —	er of the Board en \$2,500 and \$ \$25,000) RCW 36.32.25	of Co \$25,00	ommissioners 90) 9.04.155 (Public
6.	Budget Committed in Current Year: Amount Not Budgeted in Current Ye Total Non-County Funds Committed Total County Funds Committed: TOTAL FUNDS COMITTED:	ar \$ : \$22 \$		Source: Source: City o	f Steve	enson
7.	County Contact Person:		me: Alex H le: Progran	ays 1 Manager CE	&R	
8.	Department Approval:					
9.	Special Comments:	Departmen	it Head or E	lected Official	Signat	ure

#### COMMISSIONER'S AGENDA ITEM COMMENTARY

**SUBMITTED BY** 

CE&R

Department

Signature

AGENDA DATE

Wednesday, January 20th, 2021

**SUBJECT** 

Inter-local Agreement for Promotion of Events

Skamania County & City of Stevenson

ACTION REQUESTED

APPROVE CONTRACT

#### SUMMARY/BACKGROUND

Inter-local Agreement for Promotion of Events through Lodging Tax. Expenditures are recognized by Community Events and Recreation and reimbursed by the City of Stevenson at the end of the fiscal year. Agreement covers the Skamania County Fair and the Columbia Gorge Bluegrass Festival

#### FISCAL IMPACT

Promotional costs are budgeted at \$22,500

#### <u>RECOMMENDATION</u>

Approve contract.

#### **LIST ATTACHMENTS**

Inter-Local Agreement

#### REFERENCE

## INTERLOCAL AGREEMENT BETWEEN SKAMANIA COUNTY AND THE CITY OF STEVENSON FOR PROMOTION AND OPERATION OF EVENTS IN STEVENSON TO ATTRACT TOURISTS - 2021

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of December, 2020 between Skamania County, a municipal corporation, hereinafter referred to as "**COUNTY**", and the City 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. <u>Performance:</u> The County shall design and conduct promotion for tourist events/festivals as described on Exhibit A, and operate said events,
- 2. <u>Completion</u>: All work shall be completed by December 31, 2021. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, the County, 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. <u>Term</u>: The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.

#### 4. Payment.

- a. The City will reimburse the County up to \$22,500 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 <u>January 12, 2022</u>. **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. <u>Default</u>: 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. <u>Termination</u>: 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. <u>Financial Records</u>: The County 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 the County 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. <u>Insurance and Liability</u>. The County 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.
  - The County 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. <u>Assignment</u>: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <u>Completeness of Agreement and Modification</u>: 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 County 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 herby 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. <u>Certification of Authority</u>: The parties hereby certify that the person executing this agreement on behalf of City and County, have legal authority to enter into this agreement on behalf of City and County, and are able to bind City and County, in a valid agreement on the terms herein.

#### 16. <u>Interlocal Agreement Representations</u>

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, 2021 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.

#### CITY OF STEVENSON

## BOARD OF COUNTY COMMISSIONERS SKAMANIA COUNTY, WASHINGTON

	Chairman
	Commissioner
City of Stevenson, Mayor	
ATTEST:	Commissioner
City Clerk	Clerk of the Board
APPROVED AS TO FORM: City Attorney	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	\$ 10,000
Fourth of July Fireworks	<u>\$ 7,500</u>
Total Award:	\$ 22,500

- 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.

#### COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1.	Contract Number				
2.	Contract Status: (Check appropriate	box) 🔀 Ori	iginal	Renewal	Amendment
3.	Contractor Information:	Contractor: Contact Person Title: Address: Address: Phone:	n: Leans City A P.O. B Steven	dministrator	8
4.	Brief description of purpose of the co Hotel/Motel Tourism funds for D			ontracted dutie	s:
5.	Term of Contract: From:	1-1-2021		To: 12	2-31-2021
6.	Contract Award Process: (Check approximate of materials, edgeneral Purchase of materials, edgeneral	Quipment or sup \$2,500 or less up (Formal Quotest ocess (Purchased ocess (Purchased ocess (Purchased ocess (Purchased n and provide Research provements Provents Only)	pon ord s betwee e is over CCW) ojects -	er of the Board en \$2,500 and \$25,000) RCW 36.32.25	d of Commissioners \$25,000)
7.	Amount Budgeted in Current Year: Amount Not Budgeted in Current Ye Total Non-County Funds Committed Total County Funds Committed: TOTAL FUNDS COMITTED:			Source: _TAC	Funds
8.	County Contact Person:	Name: Title:	_	Miller n Manager	
	Department Approval:	Department He	ead or E	lected Official	Signature
10.	Special Comments:				

#### COMMISSIONER'S AGENDA ITEM COMMENTARY

**SUBMITTED BY** Senior Services

Signature

<u>AGENDA DATE</u>

January 20, 2021

**SUBJECT** 

City of Stevenson TAC grant for Dog Mtn Shuttle

**ACTION REQUESTED** 

Sign agreement for funds

#### SUMMARY/BACKGROUND

The Dog Mountain Shuttle began in 2016 to alleviate safety concerns at the Dog Mountain Trailhead parking lot. The shuttle will run mid-April to mid-June 2021. This funding will act as a match for Federal Lands Act funding and for promotional/marketing costs.

#### FISCAL IMPACT

In the current budget, no county funds

#### **RECOMMENDATION**

Sign agreement for supporting funds

#### **LIST ATTACHMENTS**

City of Stevenson TAC agreement and application



### City of Stevenson

Phone (509)427-5970 FAX (509) 427-8202

7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

January 11, 2021

Sophie Miller PO Box 790 Stevenson, WA 98648-0790

Re: Dog Mountain Shuttle Contract

Dear Sophie,

Enclosed are two copies of the Agreement between the City of Stevenson and the county for the 2021 Dog Mountain Shuttle lodging tax grant (emailed on 12/28/20). Please have both documents signed and return one copy to the city.

Sincerely,

Leana Kinley, City Administrator

## INTERLOCAL AGREEMENT BETWEEN SKAMANIA COUNTY AND THE CITY OF STEVENSON FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION

THIS AGREEMENT is entered into between Skamania County, a municipal corporation, hereinafter referred to as "Skamania County Senior Services", and the City 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, for the marketing and operation of special events and festivals and for related tourist activities in Stevenson,

WHEREAS, the City desires to increase dissemination of information 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 Skamania County Senior Services mutually agree that the County can provide promotional information for a tourism service that will increase tourism;

**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. Skamania County Senior Services shall:
  - a. Design and conduct promotion for and operation of the County transportation service to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2020 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.
  - b. 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. <u>Term</u>: The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
- 3. Completion: All work shall be completed by December 31, 2021.
- 4. Payment:
  - a. The sum to be paid shall not exceed \$2,000 and will be reimbursed as described in Exhibit "A" and as follows.
  - b. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - c. Final invoice for this agreement must be received by the City on or before <u>January 12, 2022</u>. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
- 5. <u>Default</u>: 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.
- 6. <u>Termination</u>. 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. <u>Financial Records</u>: Skamania County Senior Services 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. <u>Status of Skamania County Senior Services</u>: It is hereby understood, agreed and declared that Skamania County Senior Services is an independent contractor and is 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. <u>Insurance and Liability</u>: Skamania County Senior Services 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.
  - Skamania County Senior Services 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 Skamania County Senior Services employees, agents, contractors, subcontractors or other representatives.
- 10. <u>Assignment</u>: 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 make in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
- 12. Equal Opportunity and compliance With Laws: Skamania County Senior Services shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Skamania County Senior Services 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 herby 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. <u>Certification of Authority</u>: The parties hereby certify that the person executing this agreement on behalf of City and Skamania County Senior Services, have legal authority to enter into this

agreement on behalf of City and Skamania County Senior Services, and are able to bind City and Skamania County Senior Services, in a valid agreement on the terms herein.

#### 16. <u>Interlocal Agreement Representations</u>

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, 2021 or sooner as provided in paragraph 6 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 Senior Services for certain tourism services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of the Tourism Promotion Fund Budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraphs 5 and 6 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.

CITY OF STEVENSON:	BOARD OF COUNTY COMMISSIONERS SKAMANIA COUNTY, WASHINGTON:
Mayor	Chairman
	Commissioner
	Commissioner
ATTEST:	Commissioner
January Control of the Control of th	
City Clerk	Clerk of the Board
APPROVED AS TO FORM ONLY:	
· KIRLIU	
City Attorney	Skamania County Prosecuting Attorney

#### **EXHIBIT A**

#### **Tourism Promotional Services**

#### **DELIVERABLES:**

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2021 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.

Visitors from the Portland, Oregon and Vancouver/Clark County Washington areas will have access to the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area via public transportation on the weekend. Funding has been received from WSDOT and Skamania County to provide the transit runs during the weekdays.

The City will reimburse Skamania County Senior Services for marketing, promotion, and operation of the special seasonal transportation services not to exceed the amount specified in paragraph 4 above.

Whenever possible the promotional pieces will identify the City of Stevenson on the route maps and as a "stop".

#### Exhibit B



## City of Stevenson TOURISM FUNDING APPLICATION FORM

#### Organization/Agency Information

Skamania County Senior Services	91-6001363
Organization/Agency	Federal Tax ID Number
Sophie Miller	
Contact Name	
PO Box 369 Stevenson, WA 98948	
Mailing Address	
509-427-3985 miller@co.skamania.wa.us	
Phone Email	
Dog Mountain Shuttle	
Name of Proposed Event/Activity/Facility	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	
Amount Requested: \$2000.00	

#### Supplemental Questions

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer <u>all of the below questions</u> and number your answers to correspond to the below question numbers.

#### 1. Describe your Tourism-Related Activities, Event or Facility:

Skamania County Senior Services (SCSS) provides a Dog Mountain Shuttle during peak wildflower season from mid-April through June. This shuttle provides transportation from Stevenson to the Dog Mountain trailhead Saturdays and Sundays as this is the busiest time of year for the hike. The shuttle was devised to alleviate congestion at the trailhead and address safety concerns from overflow illegal parking along the highway. The goal is to increase visitor safety and promote tourism for Stevenson. Visitors will have access to local maps, business guides (shops, restaurants & food carts) and promotion of the town through bus drivers.

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 Dog Mountain shuttle would begin mid-April and go through June 2021. The shuttle will be stationed at the fairgrounds parking lot and pass through Stevenson on the way to Dog Mountain. This will allow riders to preview the town and see what it has to offer.

3. Identify your top 5 sources of Revenue:

1.	Transit Fares	\$ 3,000
2.	City of Stevenson Lodging Tax	\$ 2000
3.	Skamania County Lodging Tax	\$ 2000
4.	Skamania County	\$ 3,000
5.	Federal Lands Access Program/BNSF Grants	\$ 20,000

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Dog Mountain trailhead is managed by the US Forest Service and SCSS partners with them to help alleviate the parking problems. The USFS is looking into alternative measures at the trailhead but until then the shuttle works to help visitors access the trail. The county is unable to cover 100% of the cost. We look to partner with grantors and other agencies to provide financial support for this program.

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

SCSS partners with local agencies such as the Skamania County Chamber of Commerce, The Friends of the Columbia River Gorge, Hood River Chamber of Commerce, Gorge Translink and the US Forest Service to assist with marketing and promoting of the Dog Mountain Shuttle.

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

The Dog Mountain Trailhead attracts visitors from all over the Pacific Northwest during the peak wildflower season. Providing the shuttle from Stevenson promotes visitors to come to Stevenson and access all the amenities the town has to offer. SCSS informs Skamania Lodge about the shuttle services and our transit bus drivers are trained to promote local business and tourism in the area.

- 7. List the number of tourists expected to attend your activity or facility in each of these categories:
  - 1. 80\_\_\_\_\_Staying overnight in paid accommodations.
  - 2. 20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 1000 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. 100\_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5. <u>1500</u> Estimated number of participants in any of the above categories that attend from another state or country.
- 8. 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.

SCSS has a very strong relationship with Skamania County Chamber of Commerce. They are an integral part of the Dog Mountain Shuttle. We rely on them for their support and ability to promote and outreach for the shuttle. We also work with the chamber of commerce in Hood River for the same purposes of promoting the shuttle. The Skamania County Pioneer Newspaper usually publishes an article about the shuttle and we would also advertise on our county website and our Facebook page. Parks & Rec for Skamania County would also advertise on their Facebook page.

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

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

In past years local businesses have partnered with the US Forest Service to offer discounts when hikers/riders show their permits (ride bracelets) at participating businesses. We offer visitor material on the busses from the chamber, local maps and word-of-mouth from our drivers promoting business.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.		
Cemand Hortel	Amanda Hertel	10/19/20
Signature "	Printed Name	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.

#### COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY
AGENDA DATE
Department 20 Th Signature
January 19, 2021

CRAB Road Levy Certification

ACTION REQUESTED
Approve Submittal Certification Signature

#### SUMMARY/BACKGROUND

CRAB annually requires submittal of the current year's County Road Levy Certification form by February 1<sup>st</sup>. County staff has prepared the form for submittal.

#### FISCAL IMPACT

None

#### **RECOMMENDATION**

It is recommended that the Board of Commissioners approve the 2021 Road Levy Certification form and authorize the submittal signatures.

#### **LIST ATTACHMENTS**

Certification Signature Form 2021 Road Levy Certification Form

## Skamania County Calendar Year 2021 Digital Submittal Certification for Forms Due February 1st

The documents checked below are hereby submitted from Skamania County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2021

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature	T. W. Lannen Chair of Skarrania Co. Commissioners
Date //20/2021	Total Community
In all	
County Engineer Signature	
Date 1/13/2021	

## Skamania County Certification of the 2021 Road Levy and Estimated Revenue Produced WAC 136-150-021

	<b>Total County</b>	Valuation:	\$1,937,688,735
	(\$/Thousand)	<b>Road District Valuation</b>	Amount
Highest Lawful Road Levy: (Include Any Banked Capacity)	\$1.285256	\$1,549,240,983	\$1,991,172
County Road Levy Shifted to Current Expense (per RCW 84.52.043):	\$0.000000	\$1,549,240,983	\$0
Adjusted Highest Lawful Road Levy:	\$1.285256	\$1,549,240,983	\$1,991,172
Actual Established Road Levy: (Levy Fixed in Accordance with RCW 36.40.090)  Do not include any refund levy amounts	\$1.285256	\$1,549,240,983	\$1,991,172
Banked Capacity to Carryover to 2022:			\$0

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided

Diverted \$/Thousand Diverted Levy Amount

Total Diverted Road Levy:

Road Levy Revenue Remaining for Roads (RCW 36.82.040) \$ \$1.285256

\$1,991,172

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0 Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$0

Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$0

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see <u>WAC 136-150-030</u>)

Note: WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 01/06/2021

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA (BY ZIP CODE) FOR EXPIRATION DATE OF 20210430

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

BACKWOODS BREWING COMPANY

BACKWOODS BREWING COMPANY 1162 WIND RIVER RD # B CARSON

WA 98610 3298

409023 MICROBREWERY

DIRECT SHIPMENT RECEIVER-IN/OUT WA

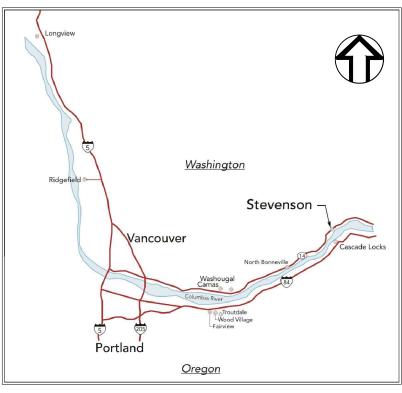
BEER/WINE REST - BEER/WINE

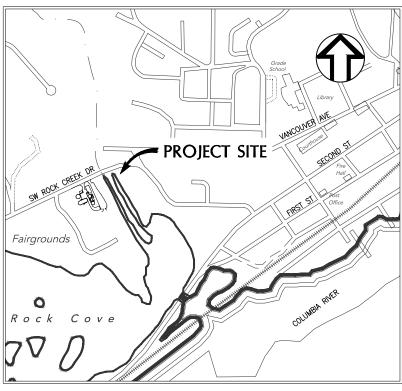
## CITY OF STEVENSON

# ROCK CREEK PUMP STATION & FORCE MAIN IMPROVEMENTS

OCTOBER 2020

90% SUBMITTAL





LOCATION MAP





Owner/Client: City of Stevenson P.O. Box 371 7121 East Loop Road Stevenson, Washington 98648 (509) 427-5970 Contact: Karl Russell, Public Works Director



Civil Engineer: Wallis Engineering 215 W. 4th St., Suite 200 Vancouver, Washington 98660 (360) 695-7041 Contact: Jack Wallis, P.E.



Electrical Engineer: Industrial Systems Inc 12119 NE 99th St #2090 Vancouver, Washington 98682 (360) 718-7267 Contact: Mike Wallis, P.E.

#### SHEET INDEX

G1	COVE
GI	COVL

- G2 GENERAL NOTES & LEGEND
- G3 DESIGN CRITERIA
- C1 EROSION CONTROL DETAILS
- 22 PUMP STATION DEMOLITION & EROSION CONTROL PLAN
- C3 FORCE MAIN PLAN & PROFILE
- C4 FORCE MAIN BRIDGE CROSSING PLAN
- C5 PUMP STATION CIVIL SITE PLAN
- C6 PUMP STATION GRADING PLAN
- C7 PUMP STATION UTILITY & PIPING PLAN
- M1 PUMP STATION MECHANICAL PLAN & SECTIONS
- S1 PUMP STATION ELECTRICAL KIOSK DETAILS
- D1 DETAILS I
- D2 DETAILS II
- D3 DETAILS III
- D4 DETAILS IV
- D5 DETAILS V
- EI ELECTRICAL SITE PLAN AND ONE-LINE DIAGRAM
- E2 ELECTRICAL SITE PLAN AND CIRCUIT SCHEDULE
- E3 ELECTRICAL ELEVATIONS & DETAILS
- E4 ELECTRICAL DETAILS
- E5 CONTROL PANEL LAYOUT
- E6 CONTROL PANEL SWING/SUB PANEL
- 7 CONTROL PANEL WIRING DIAGRAM
- E8 VFD WIRING DIAGRAM
- E9 CONTROL PANEL WIRING DIAGRAM
- E10 CONTROL PANEL WIRING DIAGRAM
- E11 PUMP DISCONNECT PANEL



This Project Received Funding from The Washington State Water Pollution Control Revolving Fund



DATE: 10/2020

Wallis engineering

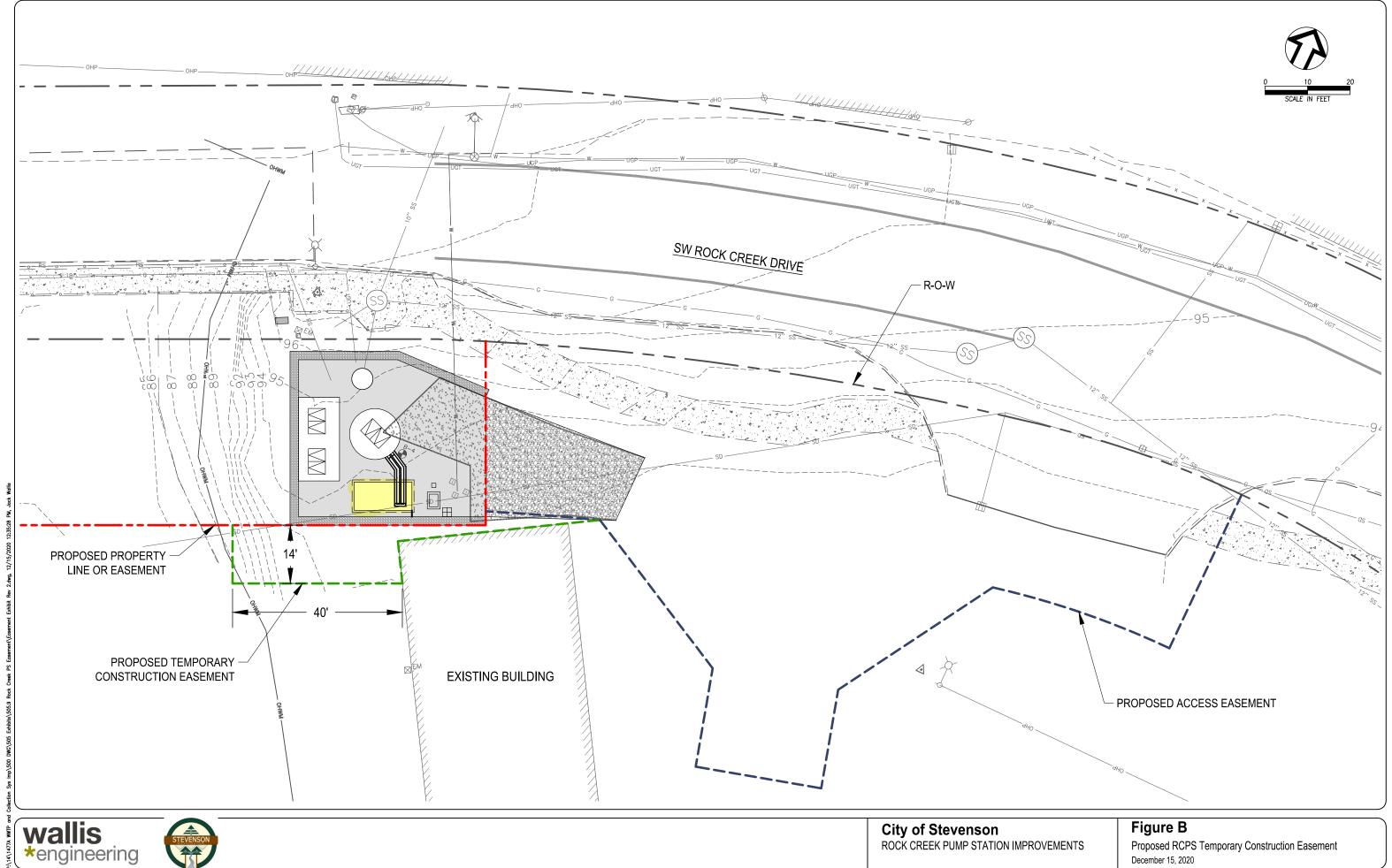
STEVENSON

CITY

DRAWING NO:

G 1

1 **o**F 28

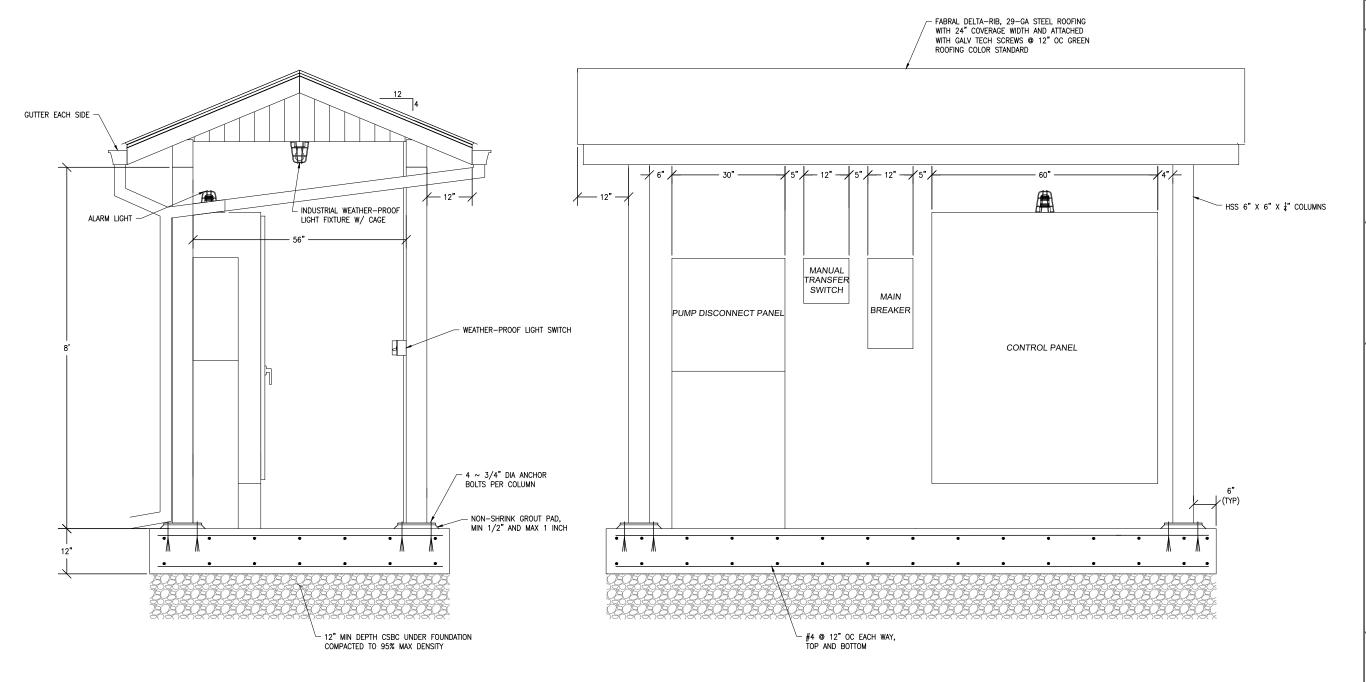


City of Stevenson ROCK CREEK PUMP STATION IMPROVEMENTS

Proposed RCPS Temporary Construction Easement December 15, 2020

#### N

- STRUCTURE SHALL BE A PREFABRICATED SHELTER.
  CONTRACTOR IS RESPONSIBLE FOR OBTAINING BUILDING
  DEPUT
- ALL METAL FABRICATIONS SHALL BE HOT DIP GALVANIZED AND POWDER COATED BLACK AFTER FABRICATION.
- CAP ENDS OF ALL BEAMS WITH §" PLATE. SEAL WELDS ALL ROUND TO END OF TUBE, PLATE DIMENSIONS TO MATCH TUBE EXTERIOR
- 4. STRUCTURE SHALL BE A ROMTEC 4 POST CONTROL SHELTER OR APPROVED EQUAL.
- 5. PAINT GUTTERS BLACK TO MATCH STRUCTURE.





ONE INCH

ONE TOTAL

SCALE ACCORDINGLY

RESIDED 81: JW/AP

DOWN 81: AP/CK

WW

PUMP STATION ELECTRICAL KIOSK DETAILS

Canadian Service Constitution of the Constitut

CITY OF STEVENSON ROCK CREEK PUMP STATION & FORCE MAIN IMPROVEMENTS



DRAWING NO:

S1

12 **o** 28



Example of the above ground improvements from Kalama, WA.