

**Interlocal Agreement
Reconstituting and Amending the Cowlitz County
Regional Tourism Development Partnership Program
AKA “The Big Idea” and Tourism Board of Directors**

THIS AGREEMENT made and entered into between **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through its Board of Commissioners, hereinafter referred to as “County,” and the Cities of **LONGVIEW, KELSO, CASTLE ROCK, KALAMA, and WOODLAND**, each political subdivisions of the State of Washington, acting by and through their respective City Councils or City Managers for the purpose of creating an Interlocal Agreement to create and administer the Cowlitz County Regional Tourism Development Partnership Program (hereinafter ”The Big Idea”).

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34, Revised Code of Washington (RCW), permits local governmental units in Washington State to develop and implement Interlocal agreements regarding issues of common interest and concern; and

WHEREAS, each of the parties to this Agreement independently collects and expends special excise taxes used to pay the cost of tourism promotion, which is defined in RCW 67.28 as activities and expenditures designed to increase tourism, including advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion; and

WHEREAS, each of the parties to this Agreement are also authorized to expend the special excise taxes for acquisition, construction or operation of tourism-related facilities as defined in RCW 67.28 to include facilities that support tourism, the performing arts, or the accommodation of tourist activities, or to pay or secure the payment of all or any portion of general obligation bonds or revenue bonds issued for such purposes (these include such items as events, attractions, or activities); and

WHEREAS, the parties wish to enter into a collaborative partnership for the promotion of tourism and for the acquisition, construction or operation of tourism-related facilities to stimulate the local economy for the benefit of the businesses and citizens of their individual entities of Cowlitz County; and

WHEREAS, it is the desire of the parties to contribute resources and cooperate to develop a regional vision, plans and projects to diversify tourism programs and activities within the geographical boundaries of Cowlitz County to accomplish more together than can be done separately. The intent of the annual “Big Idea” program is to draw visitors for potential overnight stays thereby adding to the lodging tax funding pool while also creating something that will continue to draw visitors in the future.

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public to be realized by the performance of this Agreement, the parties agree as follows:

1. Board of Directors Created. There is hereby created a Tourism Board of Directors (“Tourism Board”), consisting of nineteen (19) voting members, and four (4) nonvoting ex officio members who shall be the County’s Tourism Director, a representative of the United States Forest Service, a representative of the Washington State Parks & Recreation Commission and the County’s Exposition/Conference Center Director. The Tourism Board will be responsible to review, select and recommend to the local lodging tax advisory committees and legislative authorities of each party for funding projects or programs submitted by the parties as further described in this Agreement. The projects or programs are intended to have a regional vision in order to diversify tourism programs and activities within the geographical boundaries of Cowlitz County and to provide each entity with an equal vote to implement that vision, the projects, and oversee the direction of those projects and programs. The projects and programs should, among other things, establish a collaborative partnership for the promotion of tourism and tourism-related activities to stimulate the local economy for the benefit of the businesses and citizens of each entity and Cowlitz County as a whole.

A. Membership of Tourism Board of Directors.

(1) Number, Terms and Qualifications of Members. The board shall consist of nineteen (19) members and three (3) nonvoting ex officio members as follows:

Regional Tourism Board of Directors				
Jurisdiction	Position	Status	# of Members	Initial Term
Longview	[City Manager], or designee	Voting	One (1)	___ years
Longview	Hotelier or designee	Voting	One (1)	___ years
Longview	Citizen or Stakeholder	Voting	One (1)	___ years
Kelso	[City Manager] , or designee	Voting	One (1)	___ years
Kelso	Hotelier or designee	Voting	One (1)	___ years
Kelso	Citizen or Stakeholder	Voting	One (1)	___ years
Castle Rock	[Mayor] , or designee	Voting	One (1)	___ years
Castle Rock	Hotelier or designee	Voting	One (1)	___ years
Castle Rock	Citizen or Stakeholder	Voting	One (1)	___ years
Kalama	[Mayor] , or designee	Voting	One (1)	___ years
Kalama	Hotelier or designee	Voting	One (1)	___ years
Kalama	Citizen or Stakeholder	Voting	One (1)	___ years
Woodland	[Mayor] , or designee	Voting	One (1)	___ years
Woodland	Hotelier or designee	Voting	One (1)	___ years
Woodland	Citizen or Stakeholder	Voting	One (1)	___ years
Cowlitz County	[Commissioner], or designee	Voting	One (1)	___ years
Cowlitz County	Hotelier or designee	Voting	One (1)	___ years
Cowlitz County	Citizen or Stakeholder-Hwy 503	Voting	One (1)	___ years
Cowlitz County	Citizen or Stakeholder-Hwy 504	Voting	One (1)	___ years
Cowlitz County	County’s Tourism Director	Non-Voting	One (1)	6 years
State of WA	Parks & Recreation Commission	Non-Voting	One (1)	6 years
U.S. Forest Service	Representative	Non-Voting	One (1)	6 years
Cowlitz County	Expo/Conference Center Director	Non-Voting	One (1)	6 years

Voting members shall serve six-year terms or until a member's successor is duly appointed and confirmed. PROVIDED THAT the terms of the first Tourism Board shall be staggered so that each entity shall have one voting member with a two-year term, each entity shall have one voting member with a four-year term, and each entity shall have one voting member with a six-year term. During the first meeting of the Tourism Board, the Directors shall, by majority vote, determine which Director's seats shall be for shorter terms in order to establish the staggered term rotation. It is the intent of the parties that one-third of the voting Directors shall be selected every-other year. Directors shall not be limited in number of successive years on the Tourism Board.

(2) Qualifications. Nominees for a Tourism Board position should be individuals with backgrounds and experience in tourism, planning, advertising, and marketing.

(3) Appointment. Tourism Board members shall be appointed by the City Council or Board of Commissioners for the jurisdiction represented in a manner consistent with the jurisdiction's appointment procedures. The Hotelier and Citizen or Stakeholder-at-large representing the cities shall be appointed by the City Manager, or designee. Prior to appointment, applicants for the Tourism Board are required to meet with the entity they wish to represent. Entities will seek a recommendation from their Lodging Tax Advisory Committees.

(4) Vacancies. Vacancies occurring other than through the expiration of the term shall be filled for the unexpired term in the same manner as for appointments as provided herein.

B. Meetings.

The Tourism Board shall hold such regular and special meetings as may be necessary to carry out its responsibilities. The Tourism Board shall elect from among its members a chair who shall preside at all meetings and a vice chair who shall preside in the absence of the chair. A majority of the Tourism Board shall constitute a quorum for the transaction of business and a majority vote of those present shall be necessary to carry any motion.

C. Duties and Responsibilities.

The Tourism Board shall be an advisory body to the City Councils and the Board of Commissioners. Duties of the Tourism Board shall include:

(1) Collaboration. Work collaboratively with Lodging Tax Advisory Committees, community stakeholders, and City and County Elected Officials and staff, and the Cowlitz County Tourism Director to identify eligible projects and programs that meet the requirements of laws regarding the use of the monies which are the subject of this Agreement and that meet the operational and programmatic needs of the participating partners.

All activities, projects, programs and expenses of the program supported with funds received from the County and the Cities in furtherance of this Agreement must conform to requirements of RCW 67.28, as now enacted or hereinafter amended, and shall further be subject to such other restrictions as might be contained in this Agreement.

(2) Regional Tourism Projects & Programs. Annually select and recommend to the local lodging tax advisory committees and legislative authorities of each of the parties funding for one or more current or new activities, attractions, events, or other causes that will promote tourism and lodging throughout the County and/or a City that is a party to this Agreement pursuant to the terms of this Agreement. (For example: the City of Woodland operates a Visitor's Center that serves tourism county-wide and therefore extended support would benefit all entities involved. Due to the volume of visitors receiving information from Woodland's Visitor Center, Woodland retains the ability to use its collective funding to support its Visitor's Center over a period of years to the benefit of the other entities. Other entities may also choose to invest a portion of their lodging tax monies in the operations of the Woodland Visitor's Center to promote on-going events and activities in the area.)

(3) Annual and Periodic Reports. The Tourism Board shall, at least annually not later than April each year, provide a written report to the Board of County Commissioners and each City Council related to the operation of the Tourism Board which should include, among other things:

- a) A narrative detailing the implementation and accomplishments of the Tourism Board for the prior year related to the goals set out in this Agreement (including, but not limited to, the information required by RCW 67.28.1816(2)(c)(i), as now enacted or hereafter amended); and
- b) The status of regional tourism development planning program; and
- c) A summary of the actual, collective expenditures and revenues for the "Big Idea" program for the prior year; and
- d) Such other information as may be requested by the parties or would be helpful in understanding the overall program.

(4) Ad Hoc Committees. The Tourism Board may from time to time create short-term ad hoc committees that include nonmembers who are deemed important in performing the Tourism Board's duties. Tenure shall vary with the need as determined by the Tourism Board'. Ad Hoc Committee Members shall not have voting rights.

D. County Staff Support.

Administrative staff support shall be provided by Cowlitz County and/or other designee of the cities. Staff support shall be responsible to provide clerical, administrative and other assistance as necessary to enable the Tourism Board to conduct business and carry out its duties and responsibilities.

2. Financial Contributions.

A. Collective "Big Idea" Funding. The parties to this Agreement agree to review promptly the annual recommendation of the Tourism Board for the collective funding of a project or program, either approving or disapproving the recommendation within a month of receipt. If a party, in good faith, disapproves the annual recommendations, the parties and the

Tourism Board shall promptly confer to resolve the disagreement and shall seek to resolve the dispute in time to permit proper funding of that year’s recipient of the funding. Within two weeks of the approval by all parties, each party shall transmit to the agreed recipient the amounts as provided below. The Tourism Board and recipient shall submit final accounting to and for the parties.

B. Participating Entities Annual Commitment to Regional Tourism. Funds to be committed for regional tourism by each participating entity are anticipated to come from each entity’s lodging tax receipts, but the actual source and amount of funding shall be determined by each entity. More specifically; each entity may derive its funding from sources other than the lodging tax, provided the source meets all state, federal, and local legal requirements. General fund dollars, community partnership fundraising capital or lodging tax funds can be contributed either in combination or alone to meet the entities’ anticipated annual commitments. Each entity is anticipated to commit the following amounts each year for six years (2012, 2013, 2014, 2015, 2016, and 2017):

Entity	Annual Contribution (2012 -2017)
Longview	\$ 3,632
Kelso	\$ 7,625
Castle Rock	\$ 1,279
Kalama	\$ 352
Woodland	\$ 2,540
Cowlitz County	\$18,410
Total Entity Annual Contributions:	\$33,838
Cowlitz County (match)	\$33,838
Total Program Contributions	\$67,676

C. Monetary Default. Failure of a party to fulfill its commitments, as specified, herein, shall constitute a default under the terms of this Agreement. If the default is not cured within forty-five (45) days after the County notifies the agency in writing of such default, the voting privileges of the Directors representing such defaulting entity shall be suspended. Additionally, the entity will not qualify to receive proceeds from the “Big Idea” Fund until its regional tourism commitments have been made and the default has been cured.

3. Distributions from Tourism Pooled “Big Idea” Fund. The parties agree that monies for the “Big Idea” funding will be paid annually by each party on or before January 31 to support a program or project collectively approved by the parties. Each entity will be entitled to receive proceeds in accordance with this Agreement once during the initial term of this Agreement, or once every six years if the Agreement is extended.

With funds committed under the terms of this Agreement and collectively awarded by the parties, each entity agrees to design, construct and complete the approved project or program within one year of receiving the funds. However, an entity may request approval from the parties, with the review and recommendation of the Tourism Board, for an extension of time to

complete a project where it can be shown that substantial progress has been made toward implementing or completing an approved project or program especially where the recommended “Big Idea” collective funding expands activities such as marketing, promotions, and licensing. Entities may also share a portion of their lodging tax funds associated with this Agreement with another participating entity to enhance collaborative marketing and/or activities. Entities may contribute excess proceeds distributed to it to the County Department of Tourism to pursue collaborative efforts or opportunities as may be approved by the Tourism Board, or as otherwise agreed by the parties.

PROVIDED HOWEVER, that each entity may request approval from the parties, with the review and recommendation of the Tourism Board, to receive an amount not to exceed ten per cent (10%) or Six Thousand Seven Hundred Sixty-seven dollars and 60/100 (\$6,767.60) of its allocation prior to the year in which they would receive the annual commitment of funds. Funds advanced under this provision must be used to promote, plan, or secure contracts associated with their “Big Idea” project. Such funds will only be distributed only if all parties agree, which agreement shall not be unreasonably withheld.

PROVIDED FURTHER, that distribution of the “Big Idea” collective funding intended for the City of Woodland may be used for the Woodland Visitor Center and is exempt from the requirement to expend funds granted to it within the one year time frame described above. This paragraph does not preclude other entities from contributing a portion of their “Big Idea” collective fund to The Woodland Visitor’s Center. All funds distributed pursuant to this Agreement in support of The Woodland Visitor’s Center must meet the requirements of RCW 67.28 and be disclosed to the other parties for inclusion in their annual reports.

In the event that collective funds have been disbursed to the entity and the project or program does not proceed or is not completed as anticipated or redistributed as described herein, the entity hereby guarantees that it will refund all respective funds to the respective parties who contributed, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool,; PROVIDED that the entity may deduct such amounts as it shall have applied to its project or program through the date on which a decision is made not to proceed with or to abandon the project or program. Refunded proceeds will be returned to the parties.

4. Acquisition and Ownership of Capital Equipment, Property and Facilities. The parties do not anticipate the joint acquisition or ownership of capital equipment, property or facilities with the monies committed for regional tourism under the provisions of this Agreement. PROVIDED however, should the parties determine later that such joint acquisitions should be made, this Agreement will be amended to provide for the disposition of such equipment, property or facilities upon the termination of this Agreement. For purposes of this Agreement, the term “capital equipment” shall mean expenditure for a non-recurring physical asset that is not consumed within a year, but rather has a multi-year life and a value exceeding \$5,000.00.

5. Contract Administrator. The County’s Finance Director shall be the administrator of this Agreement.

6. Effective Date/Termination. The initial term of this Agreement shall be January 1, 2012 through December 31, 2017. The Agreement may be renewed by the parties upon such terms and conditions as the parties agree. Any party may terminate their part in this Agreement by giving written notice thereof at least 180 days before the end of any calendar year.

7. Penalty for Early Withdrawal. In the event that any party to this Agreement shall withdraw from further participation prior to expiration of the initial term of this Agreement, and

(a) The withdrawing party shall have received collective funding pursuant to this Agreement prior to the time of withdrawal, the withdrawing party shall either

(1) Refund all respective funds received to the respective parties who contributed, or

(2) Commit to pay to the other parties the amounts committed by the withdrawing party as specified in Paragraph 2B above. PROVIDED, that the withdrawing party shall receive as a credit against the amounts committed under this paragraph, all sums previously contributed by the withdrawing party under the terms of this Agreement.

(b) PROVIDED FURTHER, that any party that withdraws from this Agreement prior to expiration of the initial term shall NOT be entitled to a refund of any contributions made in accordance with this Agreement.

8. Relationship of the Parties. No agent, official, employee, servant, or representative of one party shall be deemed an officer, employee, agent, servant or representative of another party or for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives.

9. Nonwaiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.

10. Interpretation and Implementation. In the event that any dispute should arise regarding the interpretation of any term of this Agreement or the implementation of any of the provisions hereof, and such dispute is not resolved by mutual discussions within ten (10) days after a written description of such dispute is delivered by one party to the other, such dispute may be submitted to binding arbitration in the manner described in RCW 39.34.180 as now enacted or hereafter amended. In any legal action between the parties with respect to the matters covered

by this Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in such legal action, in addition to any other relief it may be awarded.

11. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

12. Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

13. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

14. Paragraphs. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties for the use of funds received and projects undertaken as the result of this Agreement and it supersedes and repeals all prior interlocal agreements, communications and proposals, whether electronic, oral, or written between parties with respect to this regional tourism partnership and with respect to this Agreement. This Agreement may be amended, modified, or added to only by written instrument properly signed by all parties hereto.

16. Supplemental Agreements. The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

17. Assignment. No party shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

18. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

19. Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Longview:

City Manager
City of Longview
1525 Broadway
Longview, WA 98632

Copy to:
City Attorney
1525 Broadway
Longview, WA 98632

If to Kelso:

City Manager
City of Kelso
203 S. Pacific #217
Kelso, WA 98626

Copy to:
City Attorney
105 Allen Street
Kelso, WA 98626

If to Castle Rock

City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

Copy to:
City Attorney
P.O. Box 370
Castle Rock, WA 98611

If to Kalama:

City of Kalama
P. O. Box 1007
Kalama, WA

Copy to
City Attorney
P. O. Box 1007
Kalama, WA

If to Woodland:

City of Woodland
P. O. Box 9
Woodland, WA 98674

Copy to
City Attorney
P. O. Box 9
Woodland, WA 98674

If to Cowlitz County: Board of County Commissioners
County Administration Building, Room 300
207 North 4th Ave
Kelso, WA 98626

Copy to:
Chief Civil Deputy
Cowlitz County Prosecuting Attorney
312 South 1st Ave West
Kelso, WA 98626

20. Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

21. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

22. Interlocal Cooperation Act. The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. For purposes of RCW 39.34.030(4)(a), the Director of the County Office of Financial Management shall serve as the administrator responsible for administering the joint and cooperative undertaking among the parties to this Agreement. There shall be no “joint board” as that term is used in RCW 39.34.030(4)(a), except as noted in 1 of this Agreement.

23. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. The effective date of this Agreement shall be the last date executed by any one of the parties to this Agreement.

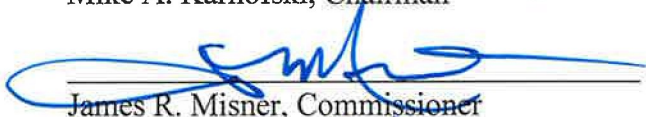
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**


**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**



Mike A. Karnofski, Chairman



James R. Misner, Commissioner



Dennis P. Weber, Commissioner

Approved as to Form:


Chief Civil Deputy Prosecuting Attorney

5-1-14
Date

Attest:


Tiffany Ostrejm, Clerk of the Board

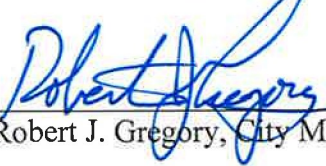
5-6-14



**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CITY OF LONGVIEW



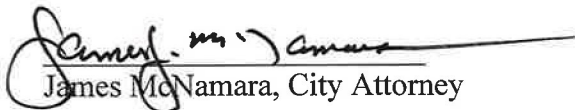
Robert J. Gregory, City Manager

Attest:



Ann Davis, City Clerk

Approved as to Form:



James McNamara, City Attorney

March 13, 2014
Date

**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CITY OF KELSO



Steve Taylor, City Manager

Attest:



Brian Butterfield, Clerk/Treasurer

Approved as to Form:




Janean Parker, City Attorney

Date

**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CITY OF KALAMA



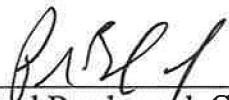
Pete Poulsen, Mayor

Attest:



Coni McMaster, Clerk/Treasurer

Approved as to Form:



Paul Brachvogel, City Attorney

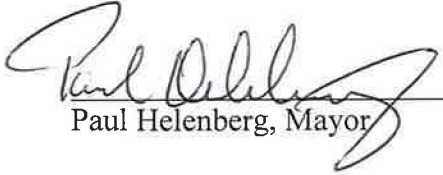
3/19/14

Date

**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CITY OF CASTLE ROCK


Paul Helenberg, Mayor

Attest:


Ryana Covington, City Clerk/Treasurer

Approved as to Form:


Frank Randolph, City Attorney


Date

**Interlocal Agreement
Cowlitz County Regional Tourism Development Partnership**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

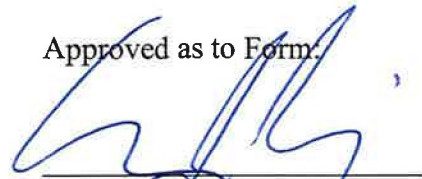
CITY OF WOODLAND


Marilee L. McCall, Mayor Pro-Tem

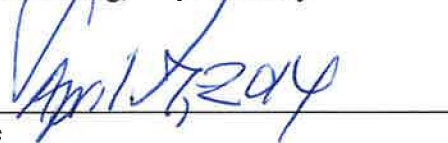
Attest:


Georgina D. Anderson, Deputy Clerk/Treasurer

Approved as to Form:


William Eling, City Attorney

Date


April 5, 2014