

## **AGREEMENT**

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **COLUMBIA GORGE TOURISM ALLIANCE**, a non-profit corporation, hereinafter referred to as “CGTA.”

### **Recitals**

1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
2. CGTA is a Gorge-wide network focused on helping develop the region as a world-class sustainable tourism economy.
3. The City of Stevenson does not have qualified staff to manage a such a network.
4. CGTA is uniquely qualified to manage a unique network, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such position.
5. It is in the City’s interest to contract with CGTA to perform certain activities relating to the management of this network that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

**NOW, therefore**, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Performance.** CGTA will perform the work set forth on the Scope of Work attached hereto as Exhibit A which is incorporated herein by reference.
2. **Completion.** CGTA shall complete the services to be performed under this agreement on or before December 31, 2025.
3. **Term.** The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
4. **Payment**
  - a. In consideration of the work to be performed as described in Exhibit A, the City will pay CGTA the total sum of \$5,000. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.

- b. Final invoice for this agreement must be received by the City on or before January 12, 2026. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by CGTA to the City before final payment under this contract is made.
5. **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.
6. **Financial Records.** CGTA 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.
7. **Status of Chamber.** It is hereby understood, agreed and declared that CGTA is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that CGTA may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if CGTA chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** CGTA shall indemnify and save 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. CGTA 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 CGTA's employees, agents, contractors, subcontractors or other representatives.

CGTA shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. CGTA shall provide the City with ten (10) days' notice in writing prior to cancellation of any such policy.

9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other

party.

10. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by CGTA under the terms of this agreement shall be and remain the property of the City.
11. **Completeness of Agreement and Modification.** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations or agreements, written or oral, not incorporated herein.
12. **Equal Opportunity and Compliance With Laws.** CGTA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, CGTA 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's 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 at trial and appeal.
15. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and CGTA have legal authority to enter into this agreement on behalf of the City and CGTA and are able to bind the City and CGTA in a valid agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto executed this agreement as of the day and the year first written above.

/ / / / / / [Signatures appear on next page] \ \ \ \ \ \

**CITY OF STEVENSON**

**COLUMBIA GORGE  
TOURISM ALLIANCE**

By \_\_\_\_\_  
Scott Anderson, Mayor

By \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Anders Sorestad, Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert C. Muth, City Attorney