

## AGREEMENT

This agreement made and entered into this 20<sup>th</sup> day of December, 2018, between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and **DISCOVER YOUR NORTHWEST**, a 501(c) (3) non-profit corporation, hereinafter referred to as “Discover Your Northwest.”

### Recitals

1. The City of Stevenson desires to increase dissemination of information about the City to attract visitors to the local region and to encourage tourism.
2. Among other things, Discover Your Northwest is formed to promote interest in the local region and is uniquely qualified to act on the City’s behalf in disseminating information about U.S. Forest Service programs and services.
3. Discover Your Northwest has experience in partnering with public agencies such as the US Forest Service to provide on-site resources that improve a visitor’s experience when visiting the Columbia River Gorge; and Discover Your Northwest is willing to maintain a local visitor’s facility that can respond to tourist inquiries and direct those people to the appropriate resources.
4. Discover Your Northwest is uniquely suited to partner with Skamania Lodge, the US Forest Service and the City to serve the more than 20,000 tourists that annually visit the Skamania Lodge Visitor Center by recruiting volunteers, operating the book sales operation, and managing the recreation pass sales program.

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

1. **Performance.** Discover Your Northwest will perform the work set forth on the Scope of Work attached hereto as Exhibits “A” and “B” which are incorporated herein by reference.
2. **Completion.** Discover Your Northwest shall complete the services to be performed under this agreement on or before December 31, 2019.
3. **Term.** The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. **Payment.** In consideration of the work performed as described in Exhibit A, the City will reimburse Discover Your Northwest a total sum **not to exceed Seventeen Thousand Two Hundred Fifty dollars (\$17,250)**. Discover Your Northwest will submit a request for reimbursement and a report of work completed every (30) thirty-days. Upon receipt of each satisfactory work report, the City will reimburse Discover Your Northwest the invoiced amount. After written notice to Discover Your Northwest, the City may withhold payment if Discover Your Northwest cannot demonstrate substantial compliance with the terms of the Scope of Work statement attached hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and

the City will be excused from further performance hereunder.

5. **Default.** 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.

5. **Termination.** 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.

6. **Financial Records.** Discover Your Northwest 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 Discover Your Northwest.** It is hereby understood, agreed and declared that the Discover Your Northwest 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 Discover Your Northwest may contract with the US Forest Service, Skamania Lodge or others to affect the performance of certain services set forth in the Scope of Work; provided, however, that if Discover your Northwest chooses to assign any services, it will notify the City prior to the assignment of those services as listed on the Scope of Work.

8. **Insurance and Liability.** Discover Your Northwest 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. Discover Your Northwest 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 Discover Your Northwest employees, agents, contractors, subcontractors or other representatives.

Discover Your Northwest 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 work hereunder. Discover Your Northwest 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 7 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

10. **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.

11. **Equal Opportunity and Compliance With Laws.** Discover Your Northwest shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Discover Your Northwest shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. **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.

13. **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.

14. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and Discover Your Northwest have legal authority to enter into this agreement on behalf of the City and Discover Your Northwest and are able to bind the City and Discover Your Northwest in a valid agreement on the terms herein.

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

**CITY OF STEVENSON:**

**DISCOVER YOUR NORTHWEST:**

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

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, PC City Attorney

## Exhibit A

### Scope of Work

Discover Your Northwest will hire a person to work as an Information Assistant at the FS VC in Skamania Lodge for six hours per day Wednesday through Sunday of 2019.

This Information Assistant will:

1. Provide up to date information about the cultural, natural, scenic and recreational resources of the Columbia Gorge National Scenic Area.
2. Provide information about recreational resources in the Gifford Pinchot National Forest.
3. Sell books, maps and passes.
4. Have access and the skill to locate information on the FS network and other sources available on the internet.
5. Be able to inform visitors about FS programs.
6. Be able to inform visitors about non-Forest Service events and programs in the area.
7. Email weekly (no later than Wednesday at noon) to the Skamania County Chamber office ([angie@skamania.org](mailto:angie@skamania.org)) about events or special programs being offered by the Forest Service to visitors.
8. Email to the Stevenson Business Association announcements of the Visiting Value Field Ranger Program to be held in Stevenson. Those announcements will be posted to the appropriate media outlets. Work with the Visiting Value Field Ranger Program to ensure that adequate facilities are available for their programs
9. Post the weekly issue of the Skamania County Chamber of Commerce issue of "Undercurrents" in the Forest Service Information Center. The weekly issue will be forwarded to the Center's attention at [fsskamania@hotmail.com](mailto:fsskamania@hotmail.com) by the Chamber Staff.

The passes offered for sale will include:

- NWFP Annual
- NWFP Day
- Interagency Annual
- Senior Pass

The Forest Service will enroll the Information Assistant as a volunteer to allow greater access to FS resources.