

## AGREEMENT

This agreement made and entered into this 1<sup>st</sup> day of January, 2017 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Joseph Schlick dba **Stevenson WiFi Project**, hereinafter referred to as “Stevenson WiFi”.

### Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. Following the lead of the Washington Tourism Division the City has focused its tourism promotion efforts on internet and web tools and owns local WiFi facilities to provide access for tourists to the internet.
3. The Stevenson WiFi Project provides a primary conduit for access for visitors to the cityofstevenson.com web site.
4. The City of Stevenson does not have qualified staff to maintain and operate its WiFi Facility.
5. The Stevenson WiFi Project drives traffic to the Stevenson web site providing access to lodging, dining, and other visitor information within the community.
6. Stevenson WiFi is uniquely qualified to maintain and operate the WiFi Facilities to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such facilities.
7. It is in the City’s interest to contract with Stevenson WiFi to perform certain activities relating to the maintenance and operation of this promotional tool 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, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. Stevenson WiFi shall perform the work set forth below and submit requests for payment within forty-five days of each accepted and audited task:
  - a. Stevenson WiFi shall operate and maintain the City’s network providing free wireless Internet connectivity throughout the public spaces in the downtown commercial center, the public parks along the Columbia River, downtown commercial core and the Rock Creek Event Center.
  - b. Stevenson WiFi shall maintain inventory lists and site maps for the public facility.
  - c. Stevenson WiFi shall maintain internet connectivity and shall provide a seamless conduit to the cityofstevenson.com web site.
  - d. Stevenson WiFi shall provide bandwidth, administration, maintenance and equipment upgrades as needed for the WiFi system.

- e. Stevenson WiFi shall conduct promotion of the WiFi facility within the downtown core.
  - f. Stevenson WiFi shall assist the City when needed to conduct deployment testing to determine actual coverage area, to identify ‘donut’ holes within the coverage area described in section “a” above, to check for interference problems, to inventory the system and to ensure connectivity to the Stevenson.com web site.
  - g. Stevenson WiFi shall provide user statistics and shall complete the tourism funding expenditure reports required by the Washington State Legislature. All state-required reports are to be submitted before final payment under this contract is made.
2. Completion. The Stevenson WiFi Project shall complete the work and provide the services to be performed under this agreement on or before December 31, 2017.
  3. Payment.
    - a. The City will reimburse Stevenson WiFi up to \$6,500 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 January 12, 2018. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  4. 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. Stevenson WiFi 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 the “Stevenson WiFi”. It is hereby understood, agreed and declared that Stevenson WiFi 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.
  8. Insurance and Liability. Stevenson WiFi 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.

Stevenson WiFi 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 Stevenson WiFi employees, agents, contractors, subcontractors or other representatives.

9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Ownership of Facility. The network facilities (equipment and software) are owned by the City. Stevenson WiFi provides the operation and maintenance for the system.
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. Stevenson WiFi shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Stevenson WiFi 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 the Superior Court of 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 attorneys' costs and fees. 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 on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Stevenson WiFi have legal authority to enter into this

agreement on behalf of City and Stevenson WiFi respectively and have full authority to bind City and Stevenson WiFi in a valid Agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

CITY OF STEVENSON

STEVENSON WIFI

\_\_\_\_\_  
Frank Cox, Mayor

\_\_\_\_\_  
Joseph Schlick, owner

ATTEST:

\_\_\_\_\_  
Nick Hogan, City Clerk

APPROVED AS TO FORM:

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