

AGREEMENT

This agreement made and entered into this 1st day of January, 2017 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the Columbia Gorge Interpretive Center Museum, hereinafter referred to as “Interpretive Center” or “Museum”.

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. Among other things, the Interpretive Center routinely distributes promotional material that would generate interest in the City and the local region.
3. The Interpretive Center is uniquely qualified to provide historically oriented promotional information to potential visitors, which is an important consideration with more than 40% of tourists listing historical sites/museums as a key destination.
4. The Interpretive Center is a key tourist-related facility within the community.
5. It is in the City’s interest to contract with the Interpretive Center to perform certain activities relating to the encouragement of increased tourism, the promotion of tourist 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 & Payment. The Interpretive Center will perform the work as described in Exhibit A and submit requests for payment within forty-five days of each accepted and audited task. The maximum amount to be reimbursed under this agreement is \$55,000 as further described in Exhibit A.
2. Completion. The Interpretive Center shall complete the work to be performed under this agreement on or before December 31, 2017.
3. 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.
4. 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. Payment for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.

5. Status of Interpretive Center. It is hereby understood, agreed and declared that Interpretive Center 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.
6. Insurance and Liability. The Interpretive Center 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.

The Interpretive Center 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 the Interpretive Center's employees, agents, contractors, subcontractors or other representatives.

7. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
8. Ownership of Work Product. All cards, brochures, pamphlets, maps, displays, and any other thing or idea created or produced by Interpretive Center pursuant to this agreement shall be and remain the property of Interpretive Center.
9. 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.
10. 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.
11. 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.

12. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Interpretive Center have legal authority to enter into this agreement on behalf of City and Interpretive Center respectively and have full authority to bind City and Interpretive Center 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:

COLUMBIA GORGE INTERPRETIVE CENTER:

Frank Cox, Mayor

Printed Name & Title: _____

ATTEST:

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

EXHIBIT A
Columbia Gorge Interpretive Center 2017 Tourism Funding

Task A: Advertising and Promotion

The Columbia Gorge Interpretive Center Museum shall minimally promote the museum in print ad in a minimum of six local/regional/national sites. All ads must note Stevenson, WA as the location of the museum.

The Museum shall actively maintain a website and will maintain a link between the museum website and the SBA website (cityofstevenson.com).

Other promotional activities may include radio and television spots, press releases, posters, fliers, post cards, maintenance costs of social media sites, attendance at tourism conferences where the museum would be promoting visits to its facilities, and signage along SR14 and I84.

Any posters purchased under this contract shall always identify City of Stevenson as the location of the museum.

Task B: Sponsoring of special events

The museum shall operate special events, including but not limited to:

- Silent Auction and Dinner
- Anniversary Event
- Car Show
- Fall Ball

The City can reimburse the museum for the promotion of each event and for actual event costs.

Task C: Marketing and Administration

The City can reimburse for marketing management and administration costs. These costs will be reimbursable based on time sheets identifying hours worked and the nature of the activity for which reimbursement is sought.

Total Reimbursement for Tasks A, B, and C will not exceed \$35,000.

Task D: Activities Directly Related to Expanding Capacity for Hosting Weddings.

The City can reimburse for contracted services, staff time, and administration costs directly related to expanding the Interpretive Center's capacity to host weddings, including but not limited to planning, advertising, communications, facility planning and improvements, and wedding-related website improvements,

Total reimbursement for Task D will not exceed \$20,000.

Other Deliverables

1. Interpretive Center shall plan and operate the above events as described on Tourism Funding Application Form submitted by Interpretive Center for these events, incorporated herein by reference.
2. Interpretive Center will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All state-required reports are to be submitted before final payment under this contract is made.
3. 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. The Tourism Advisory Committee (TAC) is interested in the long-term success of the Museum. The TAC understands that generally museums are dependent on sponsorships, grants, endowments, and other gifts to maintain fiscal stability. The TAC will be requesting a brief report on the Museum's success at acquiring private and public funding support outside of ticket sales.
5. The City of Stevenson must be identified in all promotional activities – this can be accomplished by simply indicating the museum's location in Stevenson, WA. Whenever possible and/or appropriate the Stevenson Business Associations' Promotional Website (cityofstevenson.com) should be listed on any promotion pieces.