

## AGREEMENT

This agreement made and entered into this 21<sup>st</sup> day of December, 2017, 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, 2018.
3. **Term.** The term of this agreement shall begin January 1, 2018 and end upon the completion of the project, but no later than December 31, 2018.
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:**

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

\_\_\_\_\_  
Signature

ATTEST:

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

\_\_\_\_\_  
Leana Johnson, 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 2018.

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 ([casey@skamania.org](mailto:casey@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.

## 2018 TOURISM FUNDING APPLICATION FORM

Submitted by: Discover Your Northwest

Contact Person: Jim Adams

Mailing Address: 164 S. Jackson St

Phone: 206 220-4245

Email: jim.adams@discovernw.org

Name of Proposed Event: Forest Service Visitor Center at Skamania Lodge

*You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.*

1. Describe your organization. Include your TIN/EIN if applicable.  
*Discover Your Northwest is a 501(c)(3) nonprofit based in Seattle, Washington. Since 1974, we have partnered with public land agencies to provide on-site resources that help visitors have great experiences when visiting Northwest public lands and inspire them to become stewards of these places. 91-0921955*
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.  
*For the last seven years the City of Stevenson Tourism Advisory Committee has granted Discover Your Northwest (DYNW) funds to hire and train an Information Assistant to help staff the Skamania Lodge Visitor Center four days a week. This grant (LY\$17,250) has insured that this key visitor contact site was staffed with a helpful and informed person during the busy weekend hours. By renewing this Grant, DYNW and the US Forest Service hopes to build on the success of this program in 2018.*
3. How much are you requesting from City of Stevenson Lodging taxes?  
*\$17,250 This would allow us to staff the FS Visitor Center 5 days a week. Only Monday and Tuesday would not be covered.*
4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.  
*See attached Spreadsheet*
5. Please describe your current fund raising efforts for this project.  
*Net revenue from merchandise sales and passes support the program*
6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

*If we had a larger sales area we could generate more income. Many years ago we had a much larger space with a full selection of Gorge materials for sale. Since the Lodge greatly reduced the FS/DYNW footprint we cannot make this operation self-supporting.*

7. Describe your plans for advertising and promoting your proposed activity or facility.  
*The Lodge, Forest Service and the Chamber all promote the activities and services provided at the Visitor Center.*
8. Explain how your activity or facility will result in increased tourism and overnight stays.  
*Most of our visitors are already staying overnight at the lodge and our services and programs are an added incentive for them to get to know the area better and want to return.*
9. List the number of tourists expected to attend your activity or facility in each of these categories:
  - a. Staying overnight in paid accommodations.
  - b. Traveling 50 miles or more from their place of residence or business.
  - c. Traveling from another state or country.
10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.  
*The most important partnership is with the lodge itself. Lodge management has a large role to play in how visitors are informed about the Visitor Center. Good visibility in the lobby is also very important.*
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.  
*N/A*
12. How will the Stevenson community benefit from your project?  
*The Forest Service's recreation opportunities in the Gorge area are highlighted by the programs at the Visitor Center creating more return visitors to the Stevenson community.*
13. Sign and date your proposal.



Jim Adams  
Executive Director  
Discover Your Northwest  
9/28/2017

*You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.*

*If multiple activities are planned, please submit a separate application for each activity.*

## Forest Service Visitor Center at Skamania Lodge Budget for 2018

	City of Stevenson	USDA Forest Service	Discover Your Northwest	Total
Expenses				
Visitor Center Payroll	17,250	13,000.00	1292	31,542
Admin payroll & costs		5,000	2000	7,000
Materials and Supplies		400	600	1,000
<b>Total Cost of Program</b>				<b>39,542</b>
Revenue				
Gross Profit from Sales			2584	2,584
Sales of FS Passes		1755	195	1,950
<b>Total Revenue</b>				<b>4,534</b>