

AGREEMENT

This agreement made and entered into this 17th day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Skamania County Fair Board**, a 501(c)(3) organization, hereinafter referred to as “Fair Board”.

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. The City of Stevenson does not have qualified staff to manage the “Skamania County Fair and Timber Festival” and “Gorge BlueGrass” events.
3. The Fair Board is uniquely qualified to manage the Skamania County Fair and Timber Festival and Gorge BlueGrass events, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with the Fair Board to perform certain activities relating to the design and management of this event 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.** The Fair Board will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. The Fair Board will plan and operate the Skamania County Fair and Timber Festival and Gorge BlueGrass events as described on Exhibit A, incorporated herein by reference.
 - b. The Fair Board will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. **Completion.** The Fair Board will complete the work and provide 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. The City will reimburse the Fair Board up to \$20,000 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 2026. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
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 identifying the default. 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. 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.
7. Financial Records. The Fair Board shall maintain financial records of all transactions related to this agreement for six 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.
8. Status of the "Fair Board". It is hereby understood, agreed and declared that the Fair Board 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.
9. Insurance and Liability. The Fair Board 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 Fair Board 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 Fair Board employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
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. The Fair Board shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, the Fair Board 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 the Fair Board have legal authority to enter into this agreement on behalf of City and the Fair Board respectively and have full authority to bind City and the Fair Board 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

Skamania County Fair Board

Scott Anderson, Mayor

Name & Title: _____

ATTEST

Anders Storestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Skamania County Fair Board 91-1098073
Organization/Agency Federal Tax ID Number

Heather Hobbs
Contact Name

PO Box 995, Stevenson, WA 98648
Mailing Address

360-561-8301 president@skamaniafair.com
Phone Email

Fair and Bluegrass Festival
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 20,000

Supplemental Questions

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 Tourism-Related Activities, Event or Facility:
The Skamania County Fair Board requests lodging tax funds to support the marketing and operations of two hallmark events in our region, the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival.

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.

Please see attached sheet

CALL FOR TOURISM PROMOTION PROPOSALS
CITY OF STEVENSON
For 2025 awards

The City of Stevenson receives funds from lodging taxes imposed upon hotels and motels located within the City. The City uses these funds to contract for a narrow range of services, activities, and facilities as established by the State. Under the authority of RCW 67.28 and SMC 3.03.040, the City requests proposals to provide services or construct facilities that will attract visitors to the City. The City's program supports activities that will increase tourism (especially overnight visits) through:

1. Tourism marketing.
2. The marketing and operations of special events and festivals designed to attract tourists.
3. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a Washington municipality or a public facilities district.
4. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under sections 501(c)(3) and 501(c)(6) of the Internal Revenue Code.

RCW 67.28.1816 requires applicants for the use of lodging tax revenue to provide estimates of the number of people traveling for business or pleasure for certain categories (included on the application form), and final reports showing actual attendance by category. All recipients of these funds will be required to file evaluation forms with the City before receiving final reimbursement from the City.

Proposals must be received at City Hall, 7121 East Loop Road, PO Box 371, Stevenson, Washington, 98648, or by email to anders@ci.stevenson.wa.us by **4:00 p.m. October 14, 2024**. Provide one original (hardcopy or PDF) application package. Additional copies are not required. A PDF version is preferred.

The City's Tourism Advisory Committee (TAC) will review all proposals and will submit their recommendations to City Council for final action. Proposals will be scored based on the following criteria:

1. For Capital Expenditures, priority will be given to proposals to construct or improve city-owned or managed tourism related facilities meeting the requirements of RCW 67.28.1816, with emphasis on improving key community assets, such as the waterfront. Priority will also be given to proposals that leverage other funds.
2. For tourism marketing, special events and festivals:
 - a. Broad tourism marketing efforts will be given priority over the promotion of events.
 - b. Multi-day events generating multiple overnight stays will be given priority over single-day.
 - c. Priority will be given to those proposals that leverage other funds.
 - d. Priority will be given to events that attract visitors during the shoulder seasons.

If you have a 2024 tourism promotion contract with the City, your 2024 evaluation form must be received by the City before payment of funds from future awards.

All recipients will be expected to acknowledge the City of Stevenson's support, and include the City of Stevenson, the Chamber of Commerce, or the Stevenson Business Association on all promotional materials. The policy regarding use of the City's signposts at the entrances of Stevenson is enclosed.

The City reserves the right to reject any or all proposals, and to accept all or any portion of any proposal. The successful proponents will need to complete a contract with the City. Payment for services will be on a reimbursement basis after services have been received.

3. Identify your top 5 sources of Revenue:

1.	Annual Contract Payments (From Skamania County)	\$	\$10,000
2.	Event Sponsorships	\$	\$57,000
3.	Gate Fee (Bluegrass)	\$	\$13,920
4.		\$	
5.		\$	

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Please see the attached sheet

5. Describe your plans for advertising and promoting your proposed activity or facility.

Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations.

6. Explain how your activity or facility will result in increased tourism and overnight stays.

Please see the attached sheet

7. *List the number of tourists expected to attend your activity or facility in each of these categories (*required):

1. 2500 Staying overnight in paid accommodations.
2. 200 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 400 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 0 Attend but are not included in any one of the categories above.
5. 700 Estimated number of participants in any of the above categories that attend from another state or country.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

Please see the attached sheet

9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

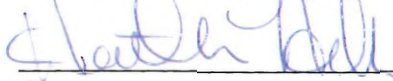
~~Please see the attached sheet~~

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

~~Please see the attached sheet~~

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.



Signature

Heather Hobbs

Printed Name

10/14/2024

Date

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.

On behalf of the Skamania County Fair Board, I am writing to request lodging tax funds to support the marketing and operations of two hallmark events in our region: the Skamania County Fair & Timber Carnival and the Columbia Gorge Bluegrass Festival. These events not only highlight the unique culture and heritage of our community, but they also attract visitors from across the nation and abroad, providing significant economic benefits to the City of Stevenson tourism industry.

The Columbia Gorge Bluegrass Festival is a premier event, drawing attendees from all 50 states. Set against the stunning backdrop of the Columbia River Gorge, this festival celebrates the spirit of community and offers the charm of a true hometown event. Visitors return year after year to experience the warm, welcoming atmosphere and enjoy world-class bluegrass music in one of the most scenic locations in the Pacific Northwest.

The Skamania County Fair & Timber Carnival, with over 100 years of tradition, proudly celebrates the rich history and culture of Skamania County and the City of Stevenson. This annual event is a cornerstone of our community, where generations have gathered to celebrate local agriculture, crafts, and family activities. The fair highlights the deep connections our residents have to the land and to each other, making it a cherished event for both locals and visitors alike.

Through our partnership with Skamania County, the Fair Board volunteers and staff from Skamania County Community Events tackle varying aspects of these events. Whether it be cooperative marketing and outreach, or boots on the ground operations necessary to welcome event attendees. With strong collaboration, each team contributes and together we celebrate the annual success of these events.

Both the fair and the bluegrass festival are instrumental in showcasing the best of what the City of Stevenson has to offer, while also serving as economic drivers for our region. By securing lodging tax funds, we will be able to enhance our marketing and operations efforts to reach a wider audience and ensure the continued success of these beloved events. We appreciate your consideration of our application.

City of Stevenson Lodging Tax Committee

Applicant: Skamania County Fair Board

EXHIBIT A

1. Tourism Related Activities, Event or Facility:

The Skamania County Fair Board requests lodging tax funds to support the marketing and operations of two hallmark events in our region, the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival.

2. Attracting Visitors to the City:

The Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival highlight the unique culture and heritage of our community, but they also attract visitors from across the nation and abroad, providing significant economic benefits to the City of Stevenson.

As the two longest-standing events in the City of Stevenson, in and of themselves they attract visitors. Our goal is to increase the number of visitors to the City through improved marketing, operations and experiences for visitors and to entice those who have yet to discover how bluegrass music, chainsaws, runaway cows (sometimes) and a sense of community can be an experience you'll never forget. Coupled with the boutique retail, craft breweries, fine dining and the amazing views Stevenson offers – we intend to encourage visitors to arrive for Bluegrass or Fair but come back often to enjoy all the city has to offer.

The primary goal of our proposal includes using these funds to support the marketing and operations of each event. Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations. Funds will be used to support increasing or improving entertainment and micro-programming within each event which can help to draw a culturally diverse audience and overall increase to event attendance. Funds would further support operational expenses incurred during the event as they relate to facility maintenance and upkeep, customer service, information services and more.

3. Top 5 Sources of Revenue

The Fair Board operates with limited revenue sources, these include:

- Annual Contract Payments (from Skamania County)
- Event Sponsorships / Donations
- Gate Fees (Bluegrass)

4. Do you plan to become self-funded?

Is it a plan or goal? Yes, but it is unlikely that the Skamania County Fair and Columbia Gorge Bluegrass Festival will ever be fully self-funded, as there is no guaranteed revenue source for these events. Ticket sales while helpful, can vary from year to year based on factors beyond our control, such as weather, economic conditions, or competing events.

As a nonprofit organization, our purpose is not to generate profit but to encourage, support and produce events that bring tangible benefits to the community by sharing the rich history of Skamania County, and the county seat (Stevenson). These events foster community, provide opportunities for visitors to explore the area and stay in local accommodations, support local businesses, creating an economic and community benefit that extends far beyond the events themselves. Funds generated from these events are put back into the events and facilities we operate cooperatively year after year.

5. Describe your plans for advertising and promoting the event.

Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations.

6. Increased tourism, overnight stays:

The Columbia Gorge Bluegrass Festival welcomes an estimated 300 campers, with a total of 1,200 total camping spaces sold each festival. The event sells out of camping spaces at the Fairgrounds and working with our colleagues at Skamania County Events and Recreation, we drive Bluegrass fans to alternative lodging options in Stevenson (Hotel Stevenson, Wilder & Pine, Skamania Lodge), all of which are a short but beautiful walk to the festival. The same holds true for the Skamania County Fair.

Additionally, many event visitors come from communities as close as Vancouver, and as far away as Salem. While all visitors may not stay overnight, as the last free gate Fair in Washington, and perhaps even the region, visitors enjoy the scenic drive and a day spent in Stevenson at this annual family friendly event.

7. See Main Page of Application

8. Coordination with the Skamania County Chamber of Commerce:

We will work closely with our colleagues at the Chamber to promote the City of Stevenson as a destination for visitors attending the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival. Together, we can collaborate on marketing initiatives that highlight the area's natural beauty, outdoor recreation, and local businesses, ensuring that visitors not only enjoy these signature events but also explore all that Stevenson has to offer. Together, we believe this partnership can help strengthen Stevenson's reputation as a vibrant destination for both festivals and year-round tourism.

9. If proposal is for construction, explain your plans for operation and maintenance of the facility:

Our proposal doesn't include capital construction. However, the Fair Board is seeking to use a portion of the funds (\$5,000) to support non-construction related facility upgrades such as:

- Installing a public announcing system (PA) that will effectively reach the Midway, barns, Timber Carnival and westerly lot of the Fairgrounds. This system is a much needed improvement that will not only benefit the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival; it will be a positive addition for any large scale event that occurs on the Fairgrounds.

(Please see Exhibit B for justification related to authorizing lodging tax for capital expenses)

10. Encouraging support of Stevenson businesses, retail, lodging, etc.

Many, many businesses in Stevenson actively support the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival. Often it is through the provision of sponsorship (in-kind or financial contributions), but even more so it is through sharing news and marketing about our events. Several business owners volunteer countless hours (year-round) and several more step in during the events themselves. Finally, the Fair Board has representatives from the business community on the Board, thus encouraging continued support year after year.

11. Itemized Budget

The Fair Board adopts its annual budget following the deadline for submission of the City of Stevensons Lodging Tax Application. The budget figures below are estimated, and we request consideration for movement among line items:

- \$2,500 Marketing
- \$12,500 Operations, Mico-Events, Entertainment
- \$5,000 Public Announcing System

City of Stevenson Lodging Tax Committee

Applicant: Skamania County Fair Board

EXHIBIT B

We understand that within previous application periods, there was direction or a decision issued signifying that lodging tax revenue received by the City of Stevenson could only be used for capital facility projects if the facility was owned, operated or managed by the City; or by a 501(c)3 or 501(c)6 non-profit.

We further were advised this direction or guidance was issued by the State of Washington, Office of the Auditor (perhaps during an annual or bi-annual audit of the City records).

The Fair Board is proposing the City of Stevenson Lodging Tax Committee consider the notes below as justification for City lodging tax funds to be awarded or expended for capital projects on other properties:

Point 1: The Skamania County Fairgrounds (the location where the capital project is proposed) is owned by Skamania County – a “municipality” and a “public entity”.

Justification to this point is available by reviewing:

RCW 67.28.080 Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Acquisition" includes, but is not limited to, siting, acquisition, design, construction, refurbishing, expansion, repair, and improvement, including paying or securing the payment of all or any portion of general obligation bonds, leases, revenue bonds, or other obligations issued or incurred for such purpose or purposes under this chapter.

(2) "Municipality" means any county, city or town of the state of Washington.

(3) "Operation" includes, but is not limited to, operation, management, and marketing.

(4) "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.

(5) "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

(6) "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

(7) "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Point 2: The statute does not indicate the municipality may only use lodging tax funds on facilities owned by "the" municipality; rather it reads, in part "...tourism related facilities owned or operated by a municipality or a...."

Justification to this point is available by reviewing the provided portion (below) of:

RCW 67.28.1816

Lodging tax—Tourism promotion.

(1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

(a) Tourism marketing;

(b) The marketing and operations of special events and festivals designed to attract tourists;

(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters [35.57](#) and [36.100](#) RCW; or

(d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.