

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 Kevin McHugh of KTM, LLC / Gorge Outrigger Races, hereinafter referred to as “**Gorge Outrigger Races**”.

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 Outrigger races.
3. Gorge Outrigger Races is uniquely qualified to manage an Outrigger race, 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 Gorge Outrigger Races 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. Gorge Outrigger Races will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Gorge Outrigger Races will plan and operate the Gorge Outrigger Races as described on Exhibit A, incorporated herein by reference.
 - b. Gorge Outrigger Races 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. Gorge Outrigger Races 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 Gorge Outrigger Races up to \$5,000 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. 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. Gorge Outrigger Races 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 "Gorge Outrigger Races". It is hereby understood, agreed and declared that Gorge Outrigger Races 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. Gorge Outrigger Races 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.

Gorge Outrigger Races 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 Gorge Outrigger Races 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. Gorge Outrigger Races shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Gorge Outrigger Races 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 Gorge Outrigger Races have legal authority to enter into this agreement on behalf of City and Gorge Outrigger Races respectively and have full authority to bind City and Gorge Outrigger Races 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

Gorge Outrigger Races / KTM, LLC

Scott Anderson, Mayor

Kevin McHugh, Owner

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

RECEIVED

OCT 14 2024

Initial:

Organization/Agency Information

Waterwalker 516-72-4033
Organization/Agency Federal Tax ID Number

JD Davies
Contact Name

Box 1038 Carson, Wa. 98610
Mailing Address

541-400-0187 jd@nwoutrigger.com
Phone Email

Gorge Outrigger Race
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$5000

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 Gorge Outrigger Race is the second largest outrigger canoe race in North America, and has become well attended with participants from across the nation and from countries including Tahiti, New Zealand, Australia, Hawaii and Europe.

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.

We have long used TAC funds in previous years to help support the payments of timing and awards for participants of the event, as well as miscellaneous expenses dealing with registration, permit fees and cleanup costs.

3. Identify your top 5 sources of Revenue:

1. Entry Fees	\$
2. Sponsors	\$
3.	\$
4.	\$
5.	\$

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

We strive to maintain a balanced budget, yet do not run the event for income rather to promote the event, activity and local community.

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

This is the 27th year of the event, we have a strong following already yet continue to promote through social media channels including Facebook and Instagram, as well as through our own website including live streaming of the event.

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

The event is two days in length, and with over 400 paddlers plus family and friends staying at the fairgrounds the event continues to leverage the infrastructure of Stevenson and Skamania county with restaurants, beer vendors, gas stations and notably the grocers.

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

1. 400+ Staying overnight in paid accommodations.
2. _____ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 100+ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. _____ Attend but are not included in any one of the categories above.
5. 120 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.

We partner with the Coast Guard, Port of Klickitat, WSP and Skamania Parks and Recreation for permitting, assistance and facilities.

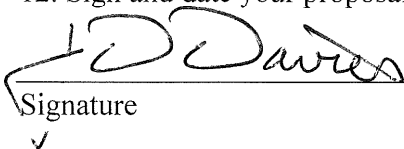
9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

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

~~As stated previously, the high volume of participants is a boost to local businesses, namely food and drink related however we are also aware of participants that utilize lodging for those not wanting to camp at the fairgrounds~~

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.

	JD Davies	10/14/24
Signature	Printed Name	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.

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.