

AGREEMENT

This agreement made and entered into this 19th day of December, 2019 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Tony Bolstad**, dba Bridge of the Gods Kiteboarding Festival, hereinafter referred to as “BOTG Kiteboarding Festival”

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 a Kiteboarding festival.
3. BOTG Kiteboarding Festival is uniquely qualified to manage a Kiteboarding festival, 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 BOTG Kiteboarding Festival 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. BOTG Kiteboarding Festival will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. BOTG Kiteboarding Festival will plan and operate the Bridge of the Gods Kiteboarding Festival as described on Exhibit A, incorporated herein by reference.
 - b. BOTG Kiteboarding Festival 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. BOTG Kiteboarding Festival shall complete the work and provide the services to be performed under this agreement on or before December 31, 2020.
3. Payment.
 - a. The City will reimburse BOTG Kiteboarding Festival up to \$3,000 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, 2021. **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.

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. BOTG Kiteboarding Festival 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.
7. Status of "BOTG Kiteboarding Festival". It is hereby understood, agreed and declared that BOTG Kiteboarding Festival 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. BOTG Kiteboarding Festival 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.

BOTG Kiteboarding Festival 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 BOTG Kiteboarding Festival 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. 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. BOTG Kiteboarding Festival shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, BOTG Kiteboarding Festival 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 the Superior Court of 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 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.

14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and BOTG Kiteboarding Festival have legal authority to enter into this agreement on behalf of City and BOTG Kiteboarding Festival respectively and have full authority to bind City and BOTG Kiteboarding Festival 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

BOTG Kiteboarding Festival

 Scott Anderson, Mayor

 Tony Bolstad, Owner

ATTEST

 Leana Kinley, City Clerk

APPROVED AS TO FORM:

 Kenneth B Woodrich, PC
 City Attorney



Exhibit A

City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Bridge of the Gods Kite Festival
Organization/Agency

EIN- 46-5476510
Federal Tax ID Number

Rachel Callahan
Contact Name

12 Buck Run Stevenson WA 98648
Mailing Address

209-559-1952
Phone

rachelcallahanbotg@gmail.com
Email

Bridge of the Gods Kite Festival/ Competition/ East Point Kite Beach Stevenson Water Front.
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$3,000

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:
Bridge of the Gods is a Kiteboarding Festival and Competition. We hold a Youth Freestyle competition ages 8-18, and a downwind race from Stevenson WA to Hood River OR. This brings people in from Hood River, Portland, Vancouver, Florida, Canada, Mexico, Dominican Republic, Europe and many more exotic places. We host local food vendors, promote local businesses through raffles and our prize pool offers many things including local lessons.

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.
BOTG is a 3 day amateur kiteboarding competition. The amateur event will be in its 20th year and is the longest running kiteboarding comp in North America. Amateurs from 10 countries and 3 continents have competed in this event. This coming year we are emphasizing the future of the community by promoting the youth of the sport. BOTG is going back to its roots, and bringing families and youth into the fun filled competition. The Blowout Race from Stevenson to Hood River has begun to grow in numbers. We had 64 competitors this year for the iconic downwind race. Dates are 7, 8, and 9 of August 2020. We spend \$5,000 in ads.

3. Identify your top 5 sources of Revenue:

1. Sponsorship Donations	\$2,700
2. Selling of Merchandise	\$ 500
3. Registration Fees	\$ 6,000
4. City Funding	\$ 3,000
5.	\$

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

BOTG obtained tax exempt status in 2015 which allows us to approach many higher level sponsors such as Subway, Subaru, and Patagonia that were previously not able to participate in our event. Eventually obtaining one of these larger entities will allow us to be more self-funded. We are still working to gain more funds from these types of sponsors and our goals are set high.

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

We place ads in kiteboarding magazines such as The Kiteboarder, online ads at ikitesurf.com and the local kite forum NWkite. Our main outlet for advertising is through our social media account on Facebook @BOTGkitefestival where we send updates, news, photos, and videos to our 300+ followers with easy to find contact info and event history. We place posters at restaurants, bars and sporting good retailers in Stevenson, Hood River, The Dalles, Tourdale and Gresham. We generally spend \$5,000 in ad costs each year.

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

Our 3 day event attracts 200 to 300 spectators each day of the event, of which 90% are from out of town. Only about 10% generate overnight stays in Stevenson and Skamania County during the event but they all generate traffic at the local restaurants, bars, grocery store and gas station. Many people of the event return on an annual or regular basis to enjoy the Stevenson amenities and waterfront, many of which would not have known of Stevenson without the kite festival. We also draw a large portion of the Hood River locals to the Stevenson area.

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

1. 20 Staying overnight in paid accommodations.
2. 25 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 150+ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 50 Attend but are not included in any one of the categories above.
5. 50 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 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.

We have worked with the Chamber in the past to list our event on their website and to provide flyers and other information about the event to them. We need to improve our communications through the chamber to reach out to other members to try and get them involved in promoting our event and to help participate in the activities surrounding the event. We hope to get more locals involved in the kite community and in the sport in general. We are so lucky to have such amazing conditions in this beautiful city which we all share and love.

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?
We bring people from out of town and showcase our waterfront facilities and local businesses. BOTG Kite Fest creates a direct boost in economic activity the weekend of the event and indirectly develops additional visitors and activity throughout the summer and shoulder season months

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.

Rachel Callahan	Rachel Callahan	11/05/19
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.