

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 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 prepare and install grass on the Midway on the Skamania County fairgrounds.
3. The Fair Board is uniquely qualified to manage this project, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
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 project 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 install grass on the Midway as described on Exhibit A, incorporated herein by reference.
 - b. The Fair Board hereby warrants to properly maintain the newly seeded Midway for a period of three years following completion of the project, including watering, mowing, fertilizing, etc.
 - c. 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, 2019, provided, however the warranty period of Section 1(b), above, shall survive termination of this contract until fully performed.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019, and the warranty period shall expire December 31, 2022.

4. Payment.
 - a. The City will reimburse the Fair Board up to \$27,750 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 13 2020. **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. In the event the Fair Board fails to properly maintain the seeded area during the warranty period, following not fewer than thirty (30) day's written notice to the Fair Board of its default of maintenance obligations, the City may seek substitute performance of the maintenance obligations and charge the Fair Board for the full cost thereof, plus any administrative costs and/or attorney fees and costs to recover the same.
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. The above maintenance warranty shall survive the termination of this contract.
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.
16. Notice: Where notice is required herein, written notice shall be deemed complete upon mailing certified mail, return receipt requested or by actual delivery by another service with delivery confirmation (Federal Express, UPS, etc) addressed as follows:

City of Stevenson
Attn: City Administrator
7121 E. Loop Rd
PO Box 371
Stevenson, WA 98648

Skamania County Fair Board
Attn: Board President
PO Box 995
Stevenson, WA 98648

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

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Fair Board

Contact person: Paul Pearce, Secretary

Mailing Address: Skamania County Fair Board, PO Box 995, Stevenson, WA 98648

Phone: 360-607-7388

Email: pearce@forestco.org

Name of proposed event: Skamania County Fairgrounds “midway” irrigation installation and reseedling.

1. Describe your organization. Include your TIN/EIN if applicable.

Skamania County Fair Board is a non-profit charitable entity that works cooperatively with Skamania County Events & Recreation as well as other organizations such as the Chamber and the SBA. The Fair Board EIN is 91-1098073

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

This project would include the site preparation, installation of underground sprinklers and planting of grass seed on the midway area of the Skamania County Fairgrounds. The midway is the main location of Gorge Blues & Brews Festival, 4th of July Fireworks, Columbia Gorge Bluegrass Festival, Skamania County Fair along with many other events and activities that take place at the Fairgrounds. The result of these efforts would enhance the visual aesthetics of the area along with safety factors which would greatly improve the visitor experience at Stevenson events. It would also increase the value of the fairgrounds for additional and future events.

3. How much are you requesting from City of Stevenson Lodging taxes?

We are requesting \$27,750 in funds.

4. Submit a brief revenue and expense budget. What percentage of your budget does this request for funding represent? List any other expected revenue sources and amounts.

Please see attachment Exhibit A, a budget for this project reflecting a total amount of \$45,741.55 This request is for 61% of the total project cost. The balance will be provided with \$6,000 contributions each from the Skamania County Fair Board, Stevenson Business Association and Skamania County.

5. Please describe your current fund-raising efforts for this project.

Please see No. 4 above for the financial contributions from other organizations. Based on the requirement from Stevenson City Council, verbal commitment needs to be received from the current Board of County Commissioners to maintain the midway following completion of the project, including watering, mowing, etc.

6. **If your project is an on-going project (multi-year), explain how you might generate revenues in the future to make the project self supporting.**

By installing an irrigation system, the benefits of this project would be ongoing but the costs one-time.

7. **Describe your plans for advertising and promoting your proposed activity or facility.**
This would be a capital project.

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

Anywhere from 15,000 to 20,000 visitors use the Fairgrounds over the course of one year. By improving the midway with a flat, even, lush green surface, visitation could increase many fold with more usage year-round. There have been many negative comments over the years about the dry, dusty, uneven ground. We would expect that attendance at existing events would increase which would result in more overnight stays accordingly.

9. **List the number of tourists expected to attend your activity or facility:**

- a. Staying overnight in paid accommodations. 3,000 (20% of 15,000 estimate)
- b. Traveling 50 miles or more from their place of residence or business. 9,750 (65% of 15,000 estimate)
- c. Traveling from another state or country. 7,500 (50% of 15,00 estimate)

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 Stevenson Business Association is managed by the Skamania County Chamber of Commerce. We would partner with the Skamania County Fair Board to ensure the success of this re-seeding project.

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

The cost estimate for this project was provided by Gordon French, owner of LJC Feed in Camas. He has many years of experience with horticulture projects and currently volunteers for a variety of projects at the Fairgrounds. This project would require the cooperation of Skamania County Buildings and Grounds staff for mowing, etc. with the initial installation and work handled by Gordon.

12. **How will the Stevenson community benefit from your project?**

The Skamania County Fairgrounds are one of the most highly utilized areas in Stevenson. Enhancing the midway to a space that is green, and welcoming will be an incredible benefit for residents and visitors alike. The natural setting with Rock Cove in the foreground and the Columbia River and Gorge mountains in the background is already spectacular. The visual appeal from Highway 14 will soar and onsite users will love the improvements.

- This request was approved in 2016 but was delayed while waiting for the County Commissioners' support. Once that was received in September 2016, heavy rains precluded the work from being done that fall.

- It was not reapplied for in 2017 or 2018. The Fair Board was advised by Eric Hansen at its last board meeting that the Stevenson City Council specifically instructed him to discuss the greening of the midway at the board meeting. The Fair Board felt it was important to recharge the effort.



Paul J. Pearce

10-17-18

Date

EXHIBIT A - SKAMANIA COUNTY FAIRGROUNDS MIDWAY RE-SEEDING PROJECT

	Spray Round-Up			2.3 acres					\$ 475.00
	Trench and install sprinklers (with removable heads)								\$ 27,000.00
	Prep (miscellaneous)								\$ 1,150.00
	Hydro-seed, lime, fertilize			100K square feet					\$ 8,750.00
	Water and care for four weeks								
	Harley rake for site prep								\$ 2,300.00
	Grass seed								\$ 2,600.00
	Sub Total								\$ 42,275.00
	Sales tax								\$ 3,466.55
	Total								\$ 45,741.55