

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 **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, 2019.
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 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.

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

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: BOTG Kite Fest

Contact Person: Tony Bolstad

Mailing Address: 12 Buck Run, Stevenson, WA 98648

Phone: 503.544.7495

Email: tony.bolstad@1sis.com

Name of Proposed Event: Bridge of The Gods Kite Festival

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. *BOTG Kite Fest is a non-profit 501 (c) (3) organization for promoting amateur sporting events, competitions and training camps for youth athletes. Our EIN is 46-5476510.*
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 Kite Fest is a three day amateur and professional level kiteboarding competition that has traditionally been held on the last weekend in July. The amateur event will be in its 17th year and is the longest running kiteboarding competition in North America. Amateurs from 10 countries and 3 continents have competed in this event. The pro event will be in it's sixth year and is attracting the top riders in the world. The past few years had the KPRA 2012 World Champion in attendance as well as previous national (US, Canadian, Mexican and Dominican) and regional champions. The planned dates for the event are July 26, 27, & 28 2019. Visitors and participants are attracted via placement of print ads in *The Kiteboarder* magazine, online ads in *The Kiteboarder*, *iKitesurf.com*, *NWKite.com* and *kiteforum.com*. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$3,000 to \$5,000 in advertising and venue costs each year.*
3. How much are you requesting from City of Stevenson Lodging taxes? *\$3,000.00*

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.

Activity:	City Funds	Other Funds	Total
Office supplies	\$ -	\$ 100.00	\$ 100.00
Marketing/Promotion:	\$ 3,000.00	\$ 1,000.00	\$ 4,500.00
Travel:	\$ -	\$ -	\$ -
Consultants:	\$ -	\$ -	\$ -
Other Activities: (insurance & prizes)	\$ -	\$ 9,500.00	\$ 9,500.00
TOTAL COSTS:	\$ 3,000.00	\$ 9,600.00	\$ 12,600.00

5. Please describe your current fund raising efforts for this project. *BOTG Kite Fest obtains funds from the City of Stevenson, solicitation of advertising and sponsorship placement from kiteboarding manufacturers, kiteboarding retail shops, sporting goods vendors, and local bars and restaurants.*
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. *BOTG Kite Fest obtained tax exempt status in 2015 which will now allow us to approach many of the larger corporate sponsors such as Southwest Airlines, Subway, or Subaru that were previously not able to participate in our event. Obtaining a major sponsorship from one of these larger entities will allow us to stop relying on City funds. Growth in our youth camps will provide an additional revenue stream that should also help in covering costs. We are still developing this additional revenue stream. If something comes through this year we will not have to rely on City of Stevenson funds in the future.*
7. Describe your plans for advertising and promoting your proposed activity or facility. *Visitors and participants are attracted via placement of print ads in The Kiteboarder magazine, online ads in The Kiteboarder, iKitesurf.com, NWKite.com and kiteforum.com. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$5,000 in advertising and venue costs each year. We also have an event T-Shirt each year with the major sponsors on it that is one of our primary promotion channels.*
8. Explain how your activity or facility will result in increased tourism and overnight stays. *Our three day event attracts about 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. Pre and Post event many of the spectators and competitors return on an annual or more regular basis to enjoy Stevenson and the amenities we have. Many of these people would not know about Stevenson without having been introduced to it via the BOTG Kite Festival. We also do quite well at drawing a large portion of the kiteboarding community away from Hood River and in to Stevenson for the weekend of the event and provide economic activity for local shops, bars and restaurants.*

9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. *20 to 30.*
 - b. Traveling 50 miles or more from their place of residence or business. *200 – 300 (weather dependent)*
 - c. Traveling from another state or country. *50 to 100*

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. *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 to get them involved in promoting our event and to help them participate in the activities surrounding the event.*

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

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

13. Sign and date your proposal.



Digitally signed by Tony Bolstad
 Location: Stevenson, WA
 Reason: I attest to the accuracy and integrity of this document
 Contact Info: tony.bolstad@1sis.com 10.17.18
 Date: 2018.10.17 16:40:26-05'00'

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.