

## AGREEMENT

This agreement made and entered into this 20<sup>th</sup> 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 manage a “GorgeGrass” event.
3. The Fair Board is uniquely qualified to manage a GorgeGrass event, 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 GorgeGrass event 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, 2019.
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.
4. Payment.
  - a. The City will reimburse the Fair Board up to \$8,000 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.
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

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

## 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:** The GorgeGrass Festival (formally known as Columbia Gorge Bluegrass Festival)

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, SBA, local businesses, and Oregon Bluegrass. Our two contracted events include the Gorgegrass Festival and Skamania County Fair and Timber Carnival. 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.**

The 2019 Gorgegrass Festival will be celebrated July 25 to 28, 2019. This event has grown exponentially. It involves four days of stage entertainment which costs the Fair Board over \$40,000. The fairground is completely full of campers. All of whom pay lodging tax. Also anecdotally we are aware that rooms at the surrounding resort as well as other lodging establishments are heavily booked during the festival. Finally the downtown businesses have told the Fair Board that it is their busiest week. We anticipate the entire event will cost the Fair Board nearly \$60,000 to produce.

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

We are requesting \$10,000 in funds to help offset the increasing costs of entertainment.

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 attached.

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

We do reach out to businesses in the surrounding area for support including the Best Western, A&J Select Market and have created a new relationship with Backwoods Brewing that has greatly benefited our event.

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.**

We increased revenue in 2018 by increasing the price and setting up a new website for Gorge Residents only.

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

We work cooperatively with Skamania County Events and Recreation on the marketing. Additionally the Fair Board does Gorge wide advertising to include regular ads, tri-fold flyers, Facebook, Gorge residents ticketing website,

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

The music begins in the early afternoon, continuing into the evening, with the nightly headliner performing until 10pm. We then have a live band dance which continues until midnight. This creates a great incentive for attendees to stay overnight locally.

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

**a. Staying overnight in paid accommodations.**

We estimate based on 2018 a mix of single night and multiple night stays by some 700 people who attend. Many being full 4-night stays (1500 overnight stays).

**b. Traveling 50 miles or more miles from their place of residence or business.**

We estimate 700 Gorgegrass attendees will travel 50 or more miles from their place of residence or business.

**c. Traveling from another state or country.**

We estimate 600 attendees will travel to the Gorgegrass from another state or country.

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 work closely with the Skamania County Chamber of Commerce (Casey Roeder is a Fair Board member) and the Stevenson Business Association (SBA) (John Mobley is a Fair Board member) to cross promote our events on the Skamania County Fairgrounds. As a Chamber member, we take advantage of their many benefits, including event promotion on their website and in their newsletter. The Chamber manages our beer garden and volunteers.

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

Not applicable

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

As an established event for over 30 years, GorgeGrass fills hotels, cabins, and campgrounds. Stevenson businesses have benefited greatly during the week of the festival. We know that attendees book hotels and camping sites for the following year while the festival is still going on. We also offer a local pass at a reduced price.



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Paul J. Pearce

10-17-18

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Date

Contract Deliverables and Budget 2019

**GorgeGrass Festival**

(Contract Language with Skamania County)

The Skamania County Fair Board shall provide, at a minimum, the following services for the annual GorgeGrass Festival:

1. Entertainment to include sound mixing, meals, rooms and transportation
2. Workshops, dances and other festival related attractions
3. Special Activities related to the Bluegrass Festival
4. Beer Garden
5. Golf Carts for Skamania County Fair Board
6. Security for the beer garden.

Skamania County Events and Recreation shall provide:

1. Maintenance of buildings, grounds and equipment owned by Skamania County
2. Vendor Contracts
3. Service, supplies, consumables and equipment used for conducting the Festival.
4. Marketing for the event

A. Proceeds from festival camping fees, donations and sponsorships as specified by the donor, are due to Skamania County.

B. Proceeds from donations or sponsorships to special GorgeGrass festival activities or programs, as specified by the donor, and proceeds from ticket sales are due to the Skamania County Fair Board.

<b>BUDGET</b>							
<i>Income</i>				<i>Expenditures</i>			
\$36,000	Tickets			\$5,000	Year Round Administration & Planning		
\$10,000	Local Passes			\$4,500	Labor		
\$2,500	Beer Garden			\$2,000	Security		
\$10,000	Lodging Tax to offset Entertainment			\$40,500	Entertainment (sound mixing, meals, rooms and transportation)		
				\$5,000	Fair Board Advertisement (Facebook, Ticket Website, Tri Fold Flyers, Posters,		
				\$1,500	Beer Garden		
\$58,500				\$58,500			