

AGREEMENT – STEVENSON WATERFRONT MUSIC FESTIVAL

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 **Chris Kellogg, dba Clark & Lewie’s Restaurant**, hereinafter referred to as “Clark & Lewie’s”.

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 Waterfront Music Festival.
3. Clark & Lewie’s is uniquely qualified to manage a Waterfront Music 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 Clark & Lewie’s 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. Clark & Lewie’s will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Clark & Lewie’s will plan and operate the Stevenson Waterfront Music Festival as described on Exhibit A, incorporated herein by reference.
 - b. Clark & Lewie’s 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. Clark & Lewie’s shall complete 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 Clark & Lewie’s up to \$2,000 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. The total contracted amount must be spent on marketing, advertising or promoting this event and cannot be used for staff time.

- c. 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.**
 - d. 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. Clark & Lewie's 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 "Clark & Lewie's". It is hereby understood, agreed and declared that Clark & Lewie's 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. Clark & Lewie's 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.

Clark & Lewie's 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 Clark & Lewie's 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. Clark & Lewie’s shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Clark & Lewie’s 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 Clark & Lewie’s have legal authority to enter into this agreement on behalf of City and Clark & Lewie’s respectively and have full authority to bind City and Clark & Lewie’s 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

Clark & Lewie’s

Scott Anderson, Mayor

Chris Kellogg, 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: **Clark & Lewie's Restaurant**

Contact person: **Chris Kellogg**

Mailing Address: **PO Box 1340, Stevenson WA. 98648**

Phone: 360.567.5600

Email: **chris@clarkandlewies.com**

Name of proposed event: 2019 **STEVENSON WATERFRONT MUSIC 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.

Clark & Lewie's Traveler's Rest and Saloon (C&L) is a restaurant on the Stevenson Waterfront (a tenant of the Port of Skamania). C&L is the lead partner for this event. Other partners are Skunk Brothers Distillery, LDB Beverage (Jester & Judge Cidery), Backwoods Brewing, and the Port of Skamania.

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.

AUGUST 10, 2019, (to be confirmed), 11:00 am to 9:00 pm. Please see Item 4, below, spreadsheet for costs.

This festival has been held successfully since 2015, and is fast becoming the waterfront event that brings the city together for family fun and entertainment. This event is spread throughout these participating Waterfront businesses:

Clark & Lewie's: We are discussing possibly movig the event further east toward the new jetty between CnL and Backwoods to have a more amphitheater style, to be discussed. There will again be a temporary extension of C&L's boundaries via a fenced area where alcohol will be served and IDs will be checked and wristbands applied according to age; minors are allowed. The main band stage will be inside this area, with tables and chairs and quick foods and beverages stations. Food and beverages will also be served inside. There will be live music throughout the event, raffles, and games.

Skunk Brothers Distillery: Spirits tastings, live acoustic music, tours, merchandise sales, raffle.

LDB Beverage/Jester & Judge: Beverages tastings, tours, merchandise sales.

Backwoods Brewing: Beverages tastings, tours, merchandise sales.

Pathway Clark & Lewie's to the East: craft vendor booths.

- a. Broad tourism efforts will be given priority over the promotion of a single event.

Similar to other local annual events this requires planning throughout the year and heavy marketing several months before the event, giving it a broader impact for the area.

- b. Priority will be given to those proposals that leverage other funds.

This festival will leverage funds from Clark & Lewie's restaurant, Skunk Brothers Distillery, Backwoods Brewing, LDB Beverage (Jester&Judge), and the Port of Skamania, and in-kind contributions of time toward the event by the private business employees/owners (event planning meetings, graphics design, menus design, staging design, etc.).

- c. Priority will be given to events that will generate multiple overnight stays.

Some guests will arrive on Friday night and leave on Sunday.

- d. Priority will be given to events that attract visitors during the shoulder seasons.

August 10, 2019 to be confirmed.

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

\$3,800. We are working to all break even on this event to bring more people to the waterfront and show what Stevenson has to offer on the water.

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.

Please see below for budget spreadsheet.

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

The event partners have built this event into their 2017 budgets; soliciting items to be raffled from local businesses will begin in June 2017.

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.

Continue budgeting for the event within the businesses, collect fees from craft vendors, solicit raffle item donations, product and food/beverages sales at the event.

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

Beginning 3 months before the event, update current Facebook site—link to business sites, create/distribute flyers in the Gorge and Portland/Vancouver area, radio spots, local papers, work with Stevenson hotels/B&Bs/Vacation Rentals, list on Gorge events websites such as gorgecurrent.com, Chamber's newsletters/calendar, work with local tour companies.

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

It will give visitors another reason to come out to Stevenson; many visitors from the 50 mile area will view it as an event where they need to stay overnight before traveling home.

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

- a. Staying overnight in paid accommodations. 35
- b. Traveling 50 miles or more from their place of residence or business. 200
- c. Traveling from another state or country. 50

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.

Have invited the partners and Chamber to next planning meeting. Partners will attend Stevenson Business Association meetings; will work with local hotels and tour operators, and Interpretive Center Museum; will research getting Cascade Locks involved.

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

N/A

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

Now that the waterfront is in full motion on revitalization we are all excited about the changes and increase of people to the waterfront. These events are a good reason for the local community and surrounding communities to gather together; the event also draws attention to Stevenson (from communicating with vendors in the Gorge and Portland/Vancouver area, musicians, all planning partners and employees and business owners). It will bring attention to the newly renovated Cascade Avenue and Quiet Zone projects, and new and existing tenants on the Waterfront.

13. Sign and date your proposal.

_____ Date: _____
Chris Kellogg, Clark & Lewie's Restaurant

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.

4. Submit a brief revenue and expense budget. What percentage of your budget does this request for funding represent? 48% List any other expected revenue sources and amounts.

ITEM	COMMENT	COST \$
Advertising		800
Flyers		
Tent rental		900
Stage rental		750
Pathway lighting		100
Games		
Banners		400
Wristbands		200
Menus		150
Poster Boards for Sandwich Boards		300
Musicians	5 local bands main stage, plus acoustic sets in Skunk Bros Lounge	2000
Sound Engineer		700
Licensing Fees insurance		500
Portable Restrooms		650
Local Area Transport	Work with Skamania Lodge for van service	200
Supplies	Craft vendor area paint; chalk for kids, tables lighting, trash bags, etc.	250
Total		\$7900