

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 JD Davies, dba Waterwalker / Gorge Outrigger Races, hereinafter referred to as “**Gorge Outrigger Races**”.

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 Outrigger races.
3. Gorge Outrigger Races is uniquely qualified to manage an Outrigger race, 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 Gorge Outrigger Races 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. Gorge Outrigger Races will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Gorge Outrigger Races will plan and operate the Gorge Outrigger Races as described on Exhibit A, incorporated herein by reference.
 - b. Gorge Outrigger Races 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. Gorge Outrigger Races 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 Gorge Outrigger Races up to \$5,000 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. 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. Gorge Outrigger Races 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 "Gorge Outrigger Races". It is hereby understood, agreed and declared that Gorge Outrigger Races 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. Gorge Outrigger Races 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.

Gorge Outrigger Races 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 Gorge Outrigger Races 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. Gorge Outrigger Races shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Gorge Outrigger Races 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 Gorge Outrigger Races have legal authority to enter into this agreement on behalf of City and Gorge Outrigger Races respectively and have full authority to bind City and Gorge Outrigger Races 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

Gorge Outrigger Races

Scott Anderson, Mayor

JD Davies, Owner

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: *Waterwalker*
Contact Person: *J.D. DAVIES*
Mailing Address: *Box 1038 CARSON, WA 98610*
Phone: *541-400-0187*
Email: *jd@nwoutRIGGER.com*
Name of Proposed Event: *GORGE OUTRIGGER RACE*

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.
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.
3. How much are you requesting from City of Stevenson Lodging taxes?
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.
5. Please describe your current fund-raising efforts for this project.
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.
7. Describe your plans for advertising and promoting your proposed activity or facility.
8. Explain how your activity or facility will result in increased tourism and overnight stays.
9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations.
 - b. Traveling 50 miles or more from their place of residence or business.
 - c. Traveling 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.

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?
13. Sign and date your proposal.

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.

- 1) My business, Waterwalker, sells outrigger canoes and surfskis. We also promote related competitive events.
- 2) To continue to host the largest outrigger canoe event in the Northwest,
- 3) \$5,000
- 4) See attached sheet.
- 5) We do not do any fundraising for these events.
- 6) The only way to become self-supporting is to obtain sponsorship of some sort.
- 7) We will include " Stevenson, WA" on the event shirts and hats.
- 8) Many of our competitors and their families and friends will stay in the Stevenson area for the entire week.
- 9) a..Over 600 athletes and family members.
b..95%, or approx. 570
c..Approx. 300 of the competitors travel to the event from Canada, or from out of state.
- 10) By consulting with the Chamber of Commerce and the Business Association. We partner with PNW-ORCA (Pacific NW Outrigger Racing Canoe Association) along with CORA (Canadian Outrigger Racing Association)
- 11) N/A
- 12) Several local businesses claim to have one of their best weeks of the summer during the outrigger events.

13)

J D Davis

Oct 16/18

The Gorge Outrigger Race was started in Stevenson in 1997 and has become the largest race of its kind in all of the PNW and British Columbia.

Paddlers enjoy coming here to test themselves in the rough conditions on the Columbia River and to enjoy the gathering of friends while camping at the fairgrounds. This event attracts between 650-700 paddlers and their families each year.

The paddlers race in 6-person outrigger canoes, which are 45' long and weigh 400 lbs, along with the new Unlimited canoes which weigh under 150 lbs. In 2019, first the ladies will race from Stevenson to Drano Lake, then the men will race from Drano Lake to Bingen, making this a downwind event.

Many of the participants and their families stay in the area for well over a week so they can compete in both the Gorge Outrigger Race as well as the Gorge Downwind Champs, which is the following week. These two races are the premier paddling events in the Gorge.

Revenue from Gorge Outrigger Race in 2018.....36,630.00

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Personal salaries.....12,600.00

Administration / Permits.....3,200.00

Marketing / Promotion.....7,400.00

Travel.....2,600.00

Consultants / Awards.....3,600.00

PRM Insurance.....2,105.00

Event meals.....1,400.00

PNW-ORCA Race Fees.....3,725.00

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Roughly 14% of the budget is covered with TAC funds.