

## AGREEMENT

This agreement made and entered into this 16<sup>th</sup> day of December, 2021 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Columbia Gorge Racing Association**, a 501(c)(3) organization, hereinafter referred to as “CGRA”.

### 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 Gorge Olympic Windsurfing Cup event.
3. The CGRA is uniquely qualified to manage a Gorge Olympic Windsurfing Cup 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 CGRA 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 CGRA will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. The CGRA will plan and operate the Gorge Olympic Windsurfing Cup event as described on Exhibit A, incorporated herein by reference.
  - b. The CGRA 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 CGRA will complete the work and provide the services to be performed under this agreement on or before December 31, 2022.
3. Term. The term of this agreement shall begin January 1, 2022 and end upon the completion of the project, but no later than December 31, 2022.
4. Payment.
  - a. The City will reimburse the CGRA 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 17 2023. **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 CGRA 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 "CGRA". It is hereby understood, agreed and declared that the CGRA 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 CGRA 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 CGRA 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 CGRA 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 CGRA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the CGRA 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 CGRA have legal authority to enter into this agreement on behalf of City and the CGRA respectively and have full authority to bind City and the CGRA 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

Columbia Gorge Racing Association

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Name & Title: \_\_\_\_\_

ATTEST

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

APPROVED AS TO FORM:

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

OCT 18 2021



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

BY: Mc  
3:51 pm

Organization/Agency Information

Columbia Gorge Racing Association (CGRA)

93-1279631

Organization/Agency

Federal Tax ID Number

Caroll-Ann Alie

Contact Name

709 N. Columbia Blvd., Portland, OR 97217

Mailing Address

Phone 714-296-4080

Email caroll-ann.alie@olympian.org

Gorge Olympic Windsurfing Cup

Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals x

Amount Requested: \$ 3,000.00

Supplemental Questions

*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 Tourism-Related Activities, Event or Facility:

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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.

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## City of Stevenson

### Tourism Funding Application Form

1. Describe your Tourism-Related Activities, Event or Facility:

Columbia Gorge Racing Association (CGRA) organizes World Class Sailing Clinics and Sailing Regattas in The Gorge that attracts visitors from all over the world. Last Summer, we were selected by US Sailing to run a pilot project at Bob's Beach. Stevenson hosted the very first **Olympic Windsurfing** event in the Gorge (aka windfoiling)!!!

Both the Olympic Development Program (ODP) training camp and competition received huge accolades from all coaches and athletes with the squad begging to come back. It was also very well received by the community, as many shared how fun and inspiring it was to be around such fine aspiring Olympians.

Stevenson is now getting known as an "Olympic windsurfing mecca reminding many of Lake Garda!" This unique, world class sailing venue with its beautiful setting blessed with warm, fresh water and its legendary wind pattern, is highly desirable and very much sought after. The goal is to build upon this Olympic movement happening in the US due to the 2028 Olympic Games being held in LA. The plan is to keep the momentum going by hosting another ODP 5-day training camp followed by a 3-day competition for the IQFOIL Olympic class.

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

With the strong support from the Port of Skamania, US Sailing and sponsorship within the watersport industries, our vision is to expand and eventually grow into a bigger International Olympic Sailing/Foiling Festival. By 2024, it could feasibly include all 10 Olympic classes (half of which are now foiling classes) and cater to multiple international teams coming to the US in preparation for the 2028 LA Olympic Games (bringing well over 500 guests to the area).

This multi-day IQFoil Olympic event would again support local businesses and generate new awareness and interest to our area. The ODP training camp (July 25-29, 2022) and the competition (August 2- 4, 2022) are both strategically slotted between the prestigious West Marine Open Sailing Series events in Long Beach (mid-July) and San Francisco (mid-August). Olympic hopefuls with their coaches, friends and family will flock annually to Stevenson for at least two weeks in July as part of that Olympic circuit that is being established, leading to the LA Olympics.

Today's request for a grant pertains to this Olympic Windfoiling class only, at this time. The grant would support a US Sailing 5-day ODP training camp followed by a 3-day IQFoil Windsurfing Competition at Bob's Beach. This ongoing Olympic traffic will lead to more visitors and longer stays in the Stevenson area, driving more lodging, dining, and recreational spending.

The event budget is approximately \$15,000. The funding is comprised of support from US Sailing (30%), entry fees (10%), and CGRA sponsorship, grants and donations (30%). The requested \$3,000.00 comprises of 20% of our estimated budget. It would help pay for the Port fees, the charter of an extra safety boat, the rental of a fully secure storage unit at Bob's Beach for the athlete's expensive gear, a Welcome Reception (using catering locally) and a reduced burden (entry fee) for our Olympic hopefuls. Every little bit helps them.

3. Identify your 5 top sources of Revenue:

- |                                  |         |
|----------------------------------|---------|
| 1. US Sailing                    | \$4,500 |
| 2. CGRA (donations, sponsorship) | \$4,500 |
| 3. Entry fees                    | \$1,500 |
| 4. Potential industry sponsors   | \$1,500 |
| 5. None currently                |         |

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Yes, we plan to build a self-sustaining partnership model with US Sailing. The funding for Olympic Sailing events will only grow as the next quadrennium starts (after the 2024 Paris Olympics) and we hope to obtain additional grants from the US Olympic Committee leading to the 2028 LA Games. We also plan on seeking corporate sponsorship as the Olympic focus shifts from Europe to the West Coast of the United States.

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

As a regional non-profit, we would like to implement a full media campaign that combines linked initiatives. We generated great interest with local based media last season (mostly print publications such as River Talk Weekly and The Skamania County Pioneer who highlighted our event as their cover story). We plan to expand to the Portland media as we grow. CGRA and US Sailing will promote this event through their web presence, as well as through US Windsurfing, the International IQ Foil Class Association, and its affiliated national organizations. The CGRA website gives information about events and extensive links to hotels, restaurants and recreational fun to be enjoyed by all. In addition, CGRA frequently posts news on their web page, maintains a social media presence via Facebook and issues press releases to

appropriate news outlets. Program advertising can also be included in the self-funded "Sail the Gorge Magazine" which is distributed throughout the Gorge, the Portland area and selected sailing centers in the US. Registration packets will also include all local businesses for their week planning.

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

The event is intended to draw Olympic windsurfers from all over North America and attract between 25-50 athletes. Many are youths and accompanied by their respective coaches, friends, families and support team. It is anticipated that close to 100 people will join in the fun and nearly all will be shopping, dining, and lodging in the Stevenson area during their weeklong stay. We anticipate a larger number should Canadians make the trek across the border without Covid restrictions in place and gladly spend their Canadian dollars at local businesses.

7. \*List the number of tourists expected to attend your activity or facility in each of these categories(\*required):
  - a. 50-100 Staying overnight in paid accommodations.
  - b. 10-20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - c. 20-40 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - d. \_\_\_\_\_ Attend but are not included in any one of the categories above.
  - e. 60-120 Estimated number of participants in any of the above categories that attend from another state or country.
8. 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.

As noted, CGRA is working with US Sailing and the IQ Foil Association for promotion of this Olympic event within the sailing community world-wide. There remains the possibility that spectators to the Gorge would also be interested in viewing this exciting event from Bob's Beach and other locations at the Stevenson Waterfront. CGRA already has links to the Stevenson web page from CGRA's web page. CGRA welcomes the opportunity to partner up with other tourism marketing organizations to promote the attendance of spectators to our venue and event.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

Our Olympic athletes love to stay near their event site to work on equipment and the convenience of being close. They will be lodging near the venue at Bob's Beach and will be walking to the restaurants to replenish for the day. They will also buy food from supermarkets, coffee shops and pubs. They will need the services of our massage therapists and chiropractors. Family and friends will be shopping around buying gifts and souvenirs, and explore the mighty Columbia River Gorge area (wineries, breweries, eateries, orchards, and other recreational activities).

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this for funding represent? List any other expected revenue sources and amounts.

**Revenue:** (noted on #3.) Requesting \$3,000 which is 20% of estimated budget

US Sailing	\$4,500
CGRA	\$4,500
Entry Fee	\$1,500
Sponsors	<u>\$1,500</u>
<b>TOTAL (approx..)</b>	<b>\$12,000</b>

**Expenses:**

PRO (principal race officer)	\$1,500
Coach Boats x3 (charter and gas)	\$7,200
Storage unit (mobile not permanent)	\$ 400
Welcome Dinner	\$1,000
Port fees (8 days)	\$400
Advertising (banners etc.)	\$500
Coaches travel, lodging and food	<u>\$4,000</u>
<b>TOTAL (approx..)</b>	<b>\$15,000</b>

12. Sign and date your proposal.

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<i>C. A. Alie</i>	CAROL-ANN ALIE	10/18/2021
Signature	Printed Name	Date



13. *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*