

## 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 **Vortex Events, LLC**, hereinafter referred to as “Vortex”.

### 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 Downwind Champs event.
3. Vortex is uniquely qualified to manage a Gorge Downwind Champs 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 Vortex 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. Vortex will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Vortex will plan and operate the Gorge Downwind Champs event as described on Exhibit A, incorporated herein by reference.
  - b. Vortex 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. Vortex 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 Vortex up to \$10,000 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. Vortex 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 "Vortex". It is hereby understood, agreed and declared that Vortex 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. Vortex 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.

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

Vortex Events, LLC

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

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

ATTEST

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

APPROVED AS TO FORM:

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



*City of Stevenson*  
***TOURISM FUNDING APPLICATION FORM***

**Organization/Agency Information**

Vortex Events LLC <TIN will be given in the future>  
Organization/Agency Federal Tax ID Number

Carter Johnson  
Contact Name

62 Paula Drive, Underwood, WA 98651  
Mailing Address

415-407-0531 Carterjohnson25@gmail.com  
Phone Email

Gorge Downwind Champs  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities - YES
- Tourism-Related Facility – YES / Fairgrounds
- Events/Festivals - YES

Amount Requested: \$ 10,000

**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:  
The Gorge Downwind Champs is a 6 day Paddling Festival. With 800 participants plus 2 to 3 travel companions each, The Gorge Champs is one of the largest paddling events in the world.

In 2019 25% of our participants were international and 98% of the total participants traveled to the Gorge. The average stay duration is 9 days. In a survey taken in 2019, well over 50% of our participants return to the gorge 1 to 3 times a year for additional visits.

In a non pandemic year, the Gorge Downwind Champs has the potential to be the largest international tourist attraction in the Gorge.

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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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See attached Budget: In 2019, our expenses were just under \$200k

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Dates: July 11<sup>th</sup> thru 16<sup>th</sup>. Most guest come a week early and many say a week after the event is over. Each participant travel with 2 to 3 non participating members.

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Due to the popularity of the event, the week of the event has become known as “GORGE WEEK” in the paddling community. We do not have exact counts but estimate that for every participant, there are an equal number of paddlers that visit the Gorge that week to partake in clinics and just the scene that we have created. It has become a global movement in the paddling community.

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The Champs will bring in ~3000 people to Skamania for 9 days.

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- We promote local business
  - We promote local hotels / camping / Lodging
  - We promote all local tourist activities such as Hot Springs, Skamania Lodge Attractions, Rafting, Permit based hikes and much more
  - We promote return travel to the gorge
  - We employ local Gorge residents
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All the above activities are heavily promoted in our social media and web presents.

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3. Identify your top 5 sources of Revenue:

1. Ticket Revenue	\$160,000
2. Sponsor Revenue	\$20,000
3. Beer Sales	\$5000
4.	\$
5.	\$

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

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The Champs is currently self funded however all of the proceeds go back into growing the event. We currently plan on putting in a bid for World Cup race for 2022 as well as a bid for Worlds Finals for 2024. Significant infrastructure and funding will be required to make this happen.

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As we work to re-grow the event, sponsors and participants in 2022 after the pandemic we are about 10k short of taking a loss.

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

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We have an extensive presence on Social Media / Web with most of our post getting 500k + hits.

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The Gorge Champs produces 1000's of branded photos every year that get millions of shares. In addition, our sponsors have a large international presence and they all utilize their media channels to promote the event.

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We have the privilege of "Going Viral" each and every year within the global paddling community.

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

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Our event attracts ~3000 people to Skamania for 6 to 10 days. Almost all of these need a week+ of lodging. Equally as significant, most of our participants visit the gorge multiple other times in the year and require lodging then as well.

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7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):

1. \_\_\_\_\_ 2000+ for a full week (800 participants + travel companions) \_\_\_\_\_ Staying overnight in paid accommodations.
2. \_\_\_\_\_ 50 \_\_\_\_\_ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. \_\_\_\_\_ 50 \_\_\_\_\_ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. \_\_\_\_\_ 50 \_\_\_\_\_ Attend but are not included in any one of the categories above.
5. \_\_\_\_\_ 700+ participants, and 1300+ travel companions \_\_\_\_\_ 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.

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We work closely with both the Chamber as well as the Skamania park department on dates and logistics.

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In addition, all of the proceeds of our Beer Garden go to a local Columbia Gorge Charity (Columbia Gorge Wind and Water Association). The charity provides un-paralled local support.

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

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n/a

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

We partner with man of the local business. These are symbiotic relationships that drive our participants and guest to their businesses as well as the business providing support for our event.

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

The requested funding represents 5% of our operating expenses

12. Sign and date your proposal.

*Peter Carter johnson*

Signature

Carter Johnson

Printed Name

10/27/2021

Date

*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.*