

AGREEMENT

This agreement made and entered into 21st day of December, 2023 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, 2024.
3. Term. The term of this agreement shall begin January 1, 2024 and end upon the completion of the project, but no later than December 31, 2024.
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 15 2024. **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:

Robert C. Muth, City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

CGRA 371-06-2251 Organization/Agency Federal Tax ID Number

Caroll-Ann Alie
Contact Name

71 Mount-Hood St. Lyle WA 98635
Mailing Address

714-296-4080 carollannalie@gmail.com Phone Email

4th Annual Gorge Olympic Cup
Name of Proposed Event/Activity/Facility

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

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:
Columbia Gorge Racing Association (CGRA) organizes World Class Sailing Clinics and Sailing Regattas in The Gorge that attracts visitors from all over the world. Back in 2021, we were selected by US Sailing to run a pilot project at Bob's Beach. Stevenson has now hosted three Gorge Olympic Windsurfing events in the Gorge . Unfortunately, US Sailing had some challenges this year, and some restructuring happened thus the support from US Sailing was slim. Athletes and coaches remained in Europe for the Pre-Olympics in Marseille, France (the Olympic venue for sailing in 2024) and World Championship in Holland. But with the support of the United States Windsurfer Class Association (USWCA) and Cobra International, we were able to slot another Olympic Windsurfing Class by hosting the newly resurrected Windsurfer LT to our Gorge Olympic Cup. This crowd is a little more mature and therefore tends to have more disposable income and gladly spend it enjoying the legendary beauty of our mighty river and town.

Stevenson is getting known as a suitable site for olympic windsurfing due to the wind that is typically more moderate than Hood River, thus more manageable for these One-design olympic classes. Another big plus is that the venue is so friendly, easily accessible, much safer and the City of Stevenson so inviting and welcoming, and that is so attractive to many. The goal is to include both olympic classes next Summer. The classic Windsurfer LT (aka volkswagens) and also the return of the IQ Foilers (aka Ferraris). Many will now be focusing on the West Coast of the US (for the 2028 LA Olympics) as many will have lost their bid to be the sole representative of their respective country. Most Olympic Trials for Paris 2024 are happening this year! So the plan is to keep the momentum going by hosting another ODP 2-3-day training camp followed by a 3-day competition for the IQFOIL Olympic class. And to host a 1 day-clinic with 3 racing days for the Windsurfer LT. Thanks to Cobra International and USWCA for stepping in and getting 10 complete sets of the Windsurfer LT shipped to Bingen in time for the event this past July. We are confident that they will sponsor and provide equipment again in the future. USWCA is in discussion with IWCA to eventually have the 2027 Windsurfer LT World Championship held in our gorgeous area with the ongoing support of our current sponsors.

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.

With the continued support from the Port of Skamania, City of Stevenson, USWCA, Cobra International, US Sailing and current sponsorship within the watersport industries, we hope to make more of an impact and grow into a bigger international Olympic Sailing/Foiling Festival. By 2027, it could feasibly become a World class event (like the worlds) and before then a National, and/or North American event. The interest is growing and it will be amazing to cater to multiple international teams coming to the US in preparation for both - the 2027 Windsurfer Worlds and the 2028 LA Olympics for IQFoilers. Those events would be either in mid-to end of June 2024 for the clinic and regatta. Tentative dates for the 4th Annual Gorge Olympic Cup would be June 19-23, 2024 and/or July 24-28th, 2024. But keep in mind that down the road, the ideal schedule for the Worlds in 2027 would be much better in September (giving North Americans a chance to train all Summer). The ultimate goal is for these multi-day regattas to attract more visitors and promote longer stays in the area, driving more lodging, dining, and recreational spending. The event budget is approximately \$15,000.00. The funding consists of support from US Sailing (20%), USWCA (20%), Cobra (20%) and the rest from CGRA sponsorship, grants and donations (20%). The requested \$3,000.00 comprises roughly 20% of our estimated budget. It would help pay for port fees, the charter of an extra safety boat and operator, secure storage for athlete's equipment, and a Welcome Dinner (using local catering).

3. Identify your top 5 sources of Revenue:

1. US Sailing \$ 3,000.00
2. CGRA \$ 3,000.00
3. USWCA \$ 3,000.00
4. Cobra \$3,000.00
5. Sponsors \$ 0 (mostly gift and award prizes so far)

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 and USWCA. The funding for Olympic Sailing events will only grow as the next quadrennium starts after the 2024 Paris Olympics. We hope to obtain additional funding from the US Olympic Committee leading to the 2028 LA Games for more development type program to recruit new Olympic hopefuls. As for the Windsurfer Class, they are actively seeking corporate sponsorship but the project being in its infancy stage is difficult to pinpoint a true number for such support. The newly formed USWCA is just starting to get going but will remain a great partner..

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5. Describe your plans for advertising and promoting your proposed activity or facility. As a regional non-profit, we would like to implement a media campaign that combines linked initiatives. We generated interest with local based media and plan to expand to the Portland media as we grow. CGRA, USWCA and US Sailing will promote the event through their web presence, as well 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 activities. CGRA frequently posts news on their web page, maintains social media presence via Facebook and issues press releases to appropriate news outlets. Registration packets will 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 ages and from all over North America. It is hoped that between 25-60 athletes in both olympic classes will attend this competition as it fits in the West Marine Olympic Tour and The West Coast Windsurfer LT Tour. Old and young will gather to compete in one of the most sought after sailing venues. Many are families accompanied by their coaches and friends wanting to explore and sail The Gorge! It is anticipated that close to 50-100 people could join in on the fun with most will be shopping, dining, and lodging in Stevenson during their weeklong stay. This event will also attract Canadians due to its proximity and the well known fact about the Gorge and the perfect training grounds for wind sports.

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

1. 50 Staying overnight in paid accommodations.

2. 15 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 20 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. _____ Attend but are not included in any one of the categories above.
5. 65 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 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 USWCA, US Sailing and the IQ Foil Association for promotion of this Olympic event within the sailing community worldwide. 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 attendance of spectators to our venue.

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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.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? These athletes love to stay near the event site to work on their equipment and the convenience of being close. Most will be lodging near the venue of Bob's Beach and will be walking to the restaurants to replenish for the day. They will also buy food from the supermarket, coffee shops and pubs. Family and friends will be shopping around buying gifts and souvenirs and explore the mighty Columbia Gorge (wineries, orchards, stores).

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.

Revenue: (noted on #3)

US Sailing	\$3,000.00
USWCA	\$3,000.00
CGRA	\$3,000.00
USWCA	<u>\$3,000.00</u>

TOTAL \$12,000.00

Expenses:

PRO + Race Committee and boat operator \$1,500.00

Coach Boats x3 (charter/gas) \$7,200.00

Secure storage for gear \$ 400.00

Welcome Dinner \$1,000.00

Port Fees \$ 400.00

Awards/trophies \$ 500.00

Coaches travel, lodging, food \$ 4,000.00

TOTAL \$15,000.00

12. Sign and date your proposal.

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Signature Printed Name Caroll-Ann Alie

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.

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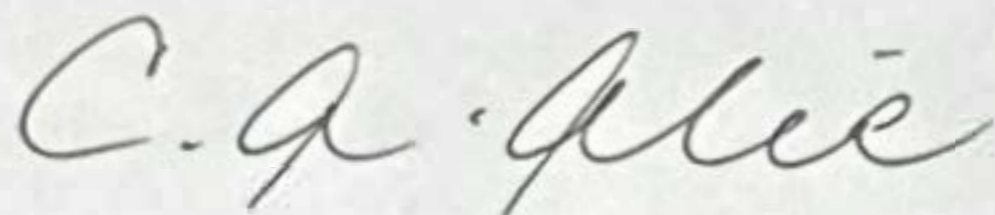
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TOTAL \$15,000.00

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Signature Printed Name Carroll-Ann Alie

Date 10 - 15 - 20 23

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