

## AGREEMENT – STEVENSON WATERFRONT MUSIC FESTIVAL

This agreement made and entered into this 21<sup>st</sup> day of December, 2023 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, 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 Clark & Lewie’s up to \$6,000 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 15, 2024. **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:

\_\_\_\_\_  
Robert C. Muth, City Attorney

Exhibit A



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

**Organization/Agency Information**

Clark and Lewie's Grill 46-3510428  
Organization/Agency Federal Tax ID Number

Chris Kellogg  
Contact Name

PO Box 1340 Stevenson WA. 98648  
Mailing Address

360.567.5600 chris@clarkandlewies.com  
Phone Email

2024 Stevenson Waterfront Music Festival  
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 6000

**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:  
2024 Waterfront Music Festival

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.  
This festival is a great family event. One of very few events in Stevenson that bring families together to enjoy our town and what it has to offer. Music in Stevenson is becoming more and more sought after since our community has so many musicians.

Dates are August 2<sup>nd</sup> and 3<sup>rd</sup> 2024. Expected cost is \$15,000.00

3. Identify your top 5 sources of Revenue:

1.	Food	\$ 10,000
2.	Beer and Wine	\$ 10,000
3.	Vendors	\$ 500
4.	Advertising sales of items	\$ 2500
5.	Donations	\$ 8000

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. We would like to but need more city involvement for planning and volunteering.

5. Describe your plans for advertising and promoting your proposed activity or facility. Advertising happens with sales of Swag, fliers, News paper promotions, and word of mouth,

6. Explain how your activity or facility will result in increased tourism and overnight stays. This annual function now has a well known following. The tourism and economic vitality that this function brings to town is exceptional. Especially since it's the only function on this weekend in Stevenson and so focusses on this event and increased revenue to the surrounding area.

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

1. 40 Staying overnight in paid accommodations.
2. 45 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 4-700 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 200 Attend but are not included in any one of the categories above.
5. 100 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.

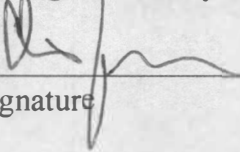
Chamber and SDA will be involved with all aspects of this event to work together, promote and plan.

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? This event is well known and supported. The surrounding businesses appreciate the volunteer help to pull this together and support all aspects of down town. All businesses are affected and should see benefit from this festival.

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.

12. Sign and date your proposal.

  
Signature

Chris Kellogg  
Printed Name

10/16/23  
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.*