AGREEMENT

This agreement made and entered into this 1st day of January, 2015 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Sherry McKenzie, dba Twin Fiddle Productions, hereinafter referred to as “Twin Fiddle Productions”.

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 Columbia Gorge Fiddle Contest.
3. Twin Fiddle Productions is uniquely qualified to manage a Columbia Gorge Fiddle Contest, 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 Twin Fiddle Productions 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. Twin Fiddle Productions will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
   a. Twin Fiddle Productions will plan and operate the Columbia Gorge Fiddle Contest as described on Exhibit A, incorporated herein by reference.
   b. Twin Fiddle Productions 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. Twin Fiddle Productions shall complete the work and provide the services to be performed under this agreement on or before December 31, 2015.

3. Payment. The City shall reimburse Twin Fiddle Productions up to $7,500 for services performed under this agreement. Payments shall be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.

4. 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.

5. **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.

6. **Financial Records.** Twin Fiddle Productions shall maintain financial records of all transactions related to this agreement for six (6) 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.

7. **Status of the “Twin Fiddle Productions”.** It is hereby understood, agreed and declared that Twin Fiddle Productions 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.

8. **Insurance and Liability.** Twin Fiddle Productions 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.

   Twin Fiddle Productions 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 Twin Fiddle Productions’ employees, agents, contractors, subcontractors or other representatives.

9. **Assignment.** This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

10. **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.

11. **Equal Opportunity and Compliance With Laws.** Twin Fiddle Productions shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Twin Fiddle Productions shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. **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.
13. 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.

14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Twin Fiddle Productions have legal authority to enter into this agreement on behalf of City and Twin Fiddle Productions respectively and have full authority to bind City and Twin Fiddle Productions 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          TWIN FIDDLE PRODUCTIONS

________________________________________  ________________________________________
Frank Cox, Mayor               Sherry McKenzie, Owner

ATTEST

________________________________________
Nick Hogan, City Clerk

APPROVED AS TO FORM:

________________________________________
Kenneth B Woodrich, PC
City Attorney
2015 TOURISM FUNDING APPLICATION FORM

Submitted by: **TWIN FIDDLE PRODUCTIONS**

Contact person: **Sherry McKenzie**

Mailing Address: **204 SE Robert St., Burleson, TX 76028**

Phone: **817-875-6022**

Email: **sherryatwinfiddleproductions.com**

Name of proposed event: **Columbia Gorge Fiddle Contest**

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 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 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 might 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:
   a. Staying overnight in paid accommodations.
   b. Traveling 50 miles or more miles 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. 

Please attach any additional information that will help the Tourism Advisory Committee evaluate your proposal. If multiple activities are planned, submit separate applications for each activity.
1. Description of organization: TWIN FIDDLE PRODUCTIONS - to preserve, promote and showcase western swing and traditional fiddle music thru education, performances, music camps, and competitions.

2. Bluegrass and traditional fiddle music are part of the same family tree. We feel the 1st Annual Columbia Gorge Fiddle Contest (July 24 & 25, 2014) was a very successful and complimentary addition to the existing Columbia Gorge Bluegrass Festival. Our proposal is to keep momentum and obtain seed money for a follow up event, held once again in conjunction with the Bluegrass Festival, July 23 - 26, 2015. Dates of the Fiddle Contest are to be determined and the schedule is being discussed with Jennifer Jackson / Skamania County Events and Recreation.

3. $8000 request to fund event.

4. Prize money: $5000
   - Sound System & Engineer 800
   - Marketing & Promotion 600
   - Judges, Staff Accompanists, MC 1000
   - Misc, office, hotel 600
   TOTAL $8000

5 & 6. Other revenue: workshops held the day prior to the contest, to go toward funding for 2016, entry fees to be applied toward 2016. Current fundraising - possible sponsorship of trophies from the Washington State Old Time Fiddlers Association, as well as sponsorship of additional prize money from Portland area violin shops and D'Addario Strings.

7 - 10 We have a dedicated Facebook page and email list, will print and distribute high quality color posters, will send notifications to the 2014 contestants, ads in fiddle and acoustic music newsletters and publications. Networking among music teachers and educators, promotion of both the Columbia Gorge Bluegrass Festival and Columbia Gorge Fiddle Contests at musical events, festivals thru 2015. We have high quality signage and logo highlighting event and Stevenson (see attachments) and will distribute.

The 2014 Columbia Gorge Fiddle Contest in Stevenson was held on a Thursday and Friday and had the following participation:

52 - Registered Fiddle Contestants, ages 7 - 82
9 - Registered Accompanists, age 15 - 59
States represented in 2014: OR, WA, ID, UT, MT, TX, CA

Each contestant had an average of 2 attending with them = 120

We feel most of these contestants will return in 2015 and if the contest was on a weekend we envision upwards of 90+ contestants, NOT counting volunteers, staff, accompanists, families, friends. Over half of the contestants in 2014 were under the age of 18, with siblings and family members attending. In 2014 we had a mix of hotel, KOA, Skamania Lodge, fairground stays - with most people arriving early Thursday and leaving Saturday night - staying two nights. Many stayed for the duration of the Bluegrass Festival as well. We envision adding a workshop day for contestants to kickoff or follow the Bluegrass Festival, arrival being Thursday or staying for Sunday workshop, with the Fiddle Contest Friday and Saturday.
12. How will the Stevenson community benefit from your project?

Along with the existing relaxed festival setting and welcoming atmosphere and beauty of Stevenson, we feel we can provide all the right elements to help ensure a successful all ages event. We feel Stevenson is the perfect setting to listen to, learn about, perform, and share music and this could soon become THE premier fiddle event in the northwest and attracting fiddle players of all ages, on a national level.

The Portland, Corvallis, Seattle, Spokane, Boise, and Salt Lake City areas in particular are a hot bed of young aspiring musicians, fiddle teachers, fiddle students and fans. The fiddle community is a loyal, generous, supportive and vocal group willing to support new fiddle related events. At the 2014 event we had contestants from each of these cities - some had never been to Stevenson, some had just passed thru, others attended because of the Bluegrass Festival. We have nothing but positive feedback from those who participated and people are anxious to return. We have inquiries from fiddlers who didn't attend but are asking for details on 2015. A visit to the Columbia Gorge Fiddle Contest in Stevenson, WA would give a very good idea of the inaugural event. Pictures, comments, feedback and excitement for a future event.

* Nick Hogan has detailed evaluation from 2014 event, much of this will be the same, but with higher participant numbers.