

AGREEMENT – CHAMPIONSHIP REGATTA

This agreement made and entered into this 1st day of March, 2017 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 non-profit 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 Championship Regatta.
3. CGRA is uniquely qualified to manage a Championship Regatta, 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 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.** CGRA will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. CGRA will plan and operate a Championship Regatta as described on Exhibit A, incorporated herein by reference.
 - b. 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.** CGRA will complete the work and provide the services to be performed under this agreement on or before December 31, 2017.
3. **Payment.**
 - a. The City will reimburse CGRA up to \$2,500 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 12 2018. **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.

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 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.
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. 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.
7. Status of "CGRA". It is hereby understood, agreed and declared that 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.
8. Insurance and Liability. 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.

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.
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. CGRA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or

national origin. Further, CGRA 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 CGRA have legal authority to enter into this agreement on behalf of City and CGRA respectively and have full authority to bind City and CGRA in a valid Agreement on the terms herein.

/ / / / / / [Signatures appear on next page] \ \ \ \ \ \

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

CGRA

Frank Cox, Mayor

CGRA Representative

ATTEST

Printed name and Title

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2017 TOURISM FUNDING APPLICATION FORM

Submitted by: Jay McRostie

Contact Person: Jay McRostie

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Email: jay@ytm-law.com

Name of Proposed Event: 2017 Melges 24 North American Championship Regatta

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 organization. Include your TIN/EIN if applicable.

The Columbia Gorge Racing Association (CGRA) was organized in 1996 to promote amateur sailboat racing in the Columbia River Gorge. See <http://cgra.org/>. Our main base of operations is out of the Port of Cascades Locks Marine Park. Most of the people that attend our events also spend time in, shop in, and even stay in other Gorge communities on both sides of the river. Each year we manage competitive sailboat racing and training clinics nearly every week from April through August, and regularly host national and international competition events that draw hundreds of tourists to the Gorge.

93-1279631

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.

CGRA has been selected by The Melges 24 International Class Association (See: <http://melges24.com/>) as the host for the 2017 Melges 24 North American Championship Regatta, to be held on the Columbia River the week of July 17-22, 2017. CGRA is working closely with the International Melges 24 Class Association and its affiliated US class associations to advertise this event as a follow-up to the 2016 Melges 24 World Championship Regatta being held in Miami, FL (November 26 – December 3). See: <http://www.melges24worlds.com/>. This year's world championship regatta is expected to attract over one hundred boats to the Miami area.

3. How much are you requesting from City of Stevenson Lodging taxes?

\$2,500 to help CGRA enhance the moorage facilities at the public boat ramp in Stevenson, and also to help CGRA offset promotional expenses in promoting this and similar events.

4. Submit a brief 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 event budget is approximately \$30,000. The funding is comprised of entry fees (60%), corporate sponsorships, grants and donations. This request comprises 8.3% of the total budget.

5. Please describe your current fund raising efforts for this project.

We are actively negotiating with several potential sponsors for this event. Most of those sponsors are manufacturers and dealers of sport sailing equipment and apparel. Our goal is to raise \$15,000 in sponsorship for this event.

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

This request only pertains to this one event.

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

CGRA will advertise this event through its website, as well as through websites maintained by the International Melges 24 Class Association, and its affiliated national organizations. In addition, CGRA regularly updates its web page, maintains an active Facebook presence on the web, as well as issuing occasional news releases to appropriate sport sailing news outlets.

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

CGRA is planning to attract between 50 and 60 Melges 24 teams to this event. Each boat sails with either four or five crew members, and in addition, many teams will also be accompanied by other family and friends who attend these events. As such, CGRA anticipates there should be at least between 400 and 500 people coming to the Gorge area for this event. Nearly all of whom will be shopping and purchasing accommodations in the Cascade Locks and Stevenson area for the week of the event.

9. List the number of tourists expected to attend your activity or facility in each of these categories:

- a. Staying overnight in paid accommodations.

450

- b. Traveling 50 miles or more from their place of residence or business.

450

- c. Traveling from another state or country.

425

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.

As noted, CGRA is working with the Melges 24 Class Association for promotion of this event within the competitive sailing community world-wide. There remains the possibility that spectators to the Gorge

would also be interested in watching this event from appropriate locations in the Stevenson area. CGRA already links to the Stevenson web page from CGRA's web page. CGRA is willing to work with other tourism marketing organizations to promote potential spectator interest in the Stevenson area.

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

Installation of temporary docks would require location and attachment to existing moorage anchors under the control of the Port of Stevenson. CGRA has available the services of qualified underwater marine installation personnel.

12. How will the Stevenson community benefit from your project?

Primarily from CGRA competitors, their friends and families purchasing goods and services in the Stevenson area prior to, during and following the event.

13. Sign and date your proposal.

Dave Narsik

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.