AGREEMENT

This agreement made and entered into this 17th day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Traverse PNW Market**, hereinafter referred to as "Traverse PNW".

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 Stevenson Mushroom Festival event.
- 3. Traverse PNW is uniquely qualified to manage a Stevenson Mushroom Festival 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 Traverse PNW 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. <u>Performance</u>. Traverse PNW will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Traverse PNW will plan and operate the Stevenson Mushroom Festival event as described on Exhibit A, incorporated herein by reference.
 - b. Traverse PNW 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. <u>Completion</u>. Traverse PNW will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.

4. Payment.

- a. The City will reimburse Traverse PNW up to \$11,000 for services performed under his 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 <u>January 12</u> 2026. **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. <u>Default</u>. 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. <u>Termination</u>. 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. <u>Financial Records</u>. Traverse PNW 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. <u>Status of the "Traverse PNW"</u>. It is hereby understood, agreed and declared that Traverse PNW 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. <u>Insurance and Liability</u>. Traverse PNW 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.
 - Traverse PNW 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 Traverse PNW employees, agents, contractors, subcontractors or other representatives.
- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <u>Completeness of Agreement and Modification</u>. 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. <u>Equal Opportunity and Compliance with Laws</u>. Traverse PNW shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Traverse PNW shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <u>Governing Law and Venue.</u> 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. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Traverse PNW have legal authority to enter into this agreement on behalf of City and Traverse PNW respectively and have full authority to bind City and Traverse PNW 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	Traverse PNW Events, LLC	
Scott Anderson, Mayor	Name & Title:	_
ATTEST		
Anders Sorestad Clerk		
APPROVED AS TO FORM:		
Robert C. Muth, City Attorney	<u> </u>	



City of Stevenson TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

THE S	STEVENSON MUSHROOM FEST	TIVAL	
by TR	RAVERSE PNW MARKET		91-1985615
Orga	nization/Agency		Federal Tax ID Number
$T \wedge D \wedge$	ATHA WIGGINS		
Conta	act Name		
РО В	OX 1522, STEVENSON, WA 986	648	
Mailir	ng Address		
(509)	310-8381	tabatha@traverse	estevenson.com
Phon	e	Email	
		-	
THE :	2 ND ANNUAL STEVENSON MUS	HROOM FESTIVAL	
INaille	e of Proposed Event/Activity/Fac	Cility	
	To do a December A at the		
$\overline{\checkmark}$	Tourism Promotion Activities		
	Tourism-Related Facility		
$\overline{\checkmark}$	Events/Festivals		
ΔΜΟΙ	int Requested: \$6500.00		

- Supplemental Questions
- Describe your Tourism-Related Activities, Event or Facility:
 The Stevenson Mushroom Festival 2025! We want to build on the success of 2024 by bringing mushroom lovers and the fungi-curious together to discover and celebrate everything related to mushrooms. The festival will continue to highlight our local retailers, restaurants and various locations and draw locals and tourists to explore our amazing town.
- 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.

 The plan is replicate what worked for 2024 and expand engagement between

participating locations and festival attendees. We plan to kick-off the festival with another successful Mushroom Gala at the Columbia Gorge Museum. The Friday evening, mushroom-themed event will include music, dancing, vendors, and catered mushroom-centric food and beverages. Attendees will be encouraged to book local accommodations and enjoy the rest of the festival events and promotions on Saturday. We also hope to expand the foraging workshop with the Forest Service on Sunday. Currently we're looking at the weekend of October 17-19 (pending no other conflicts with community/regional events). Expected costs on attached budget.

- 3. Identify your top 5 sources of Revenue:
 - 1. Mushroom Gala Tickets & Beverage Sales
 - 2. Retail Sales for Participating Retailers
 - 3. Retail Sales for Participating Restaurants
 - 4. Accommodation Bookings
 - 5. Vendor Revenue including demonstrations and local artisans
- 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.
 - At this time we do not have plans to become fully self-funded. We require support from TAC funds for advertising, marketing and promotional materials. We will ask some of our partners to sponsor a portion of their participation including the space rental fees for the Columbia Gorge Museum and advertising with RiverTalk Weekly. Traverse PNW Market will sponsor the remaining budget for the festival. If we can increase revenue and sponsorships in the future, we hope to eliminate expenses for Traverse and require less funding.
- 5. Describe your plans for advertising and promoting your proposed activity or facility. Year one has given us numerous connections to mycologists, educators and enthusiasts that have already committed to helping us grow in 2025. We will continue to advertise in local and regional newspapers, create and distribute press releases and grow our social media reach.
 - We anticipate additional retailers, lodging properties, restaurants, vendors, and locations for 2025. With their participation and our partnerships with the City of Stevenson, the Skamania County Chamber of Commerce and the Stevenson Downtown Association, we anticipate a greater scope of influence.

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

One of the main reasons to create a fun and welcoming two-day festival is to drive tourism and increase overnight stays in the shoulder season.

We hope to partner again with ArtBliss Hotel, Hotel Stevenson and Wilder & Pine Riverside Cabins. We have had interest from Skamania Lodge in partiipaint for 2025 and hope to add them and their reach to expand overnight stays. As in 2024, local lodging properties will offer a discount code for a 2-night stay in exchange for our marketing and promotion efforts and we will provide a mushroom-themed amenity to their guests upon arrival.

Saturday's events and activities will take place throughout town and include a mix of family-friendly, dog-friendly and 21+. We will partner with local businesses and organizations to offer demonstrations, classes, activities, tastings, crafts, music and more.

Participants will receive a passport book for their "Mushroom Hunt" that include everything there is to enjoy, where to go, and how to "hunt" for all their passport stamps. Traverse PNW Market will award prizes for completed passport books.

- 7. List the number of tourists expected to attend your activity or facility in each of these categories:
 - 1. 80 Staying overnight in paid accommodations.
 - 2. 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. 150 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. (Including Oregon in this estimate)

We are basing our projections on 400 total attendees for Saturday and 150 attendees for the Friday night Gala.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Downtown 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.

The success of The Stevenson Mushroom Festival depends on our well-established relationships with our community partners, vendors and experts in the world of mycology. In addition to the City, the Chamber, the SDA, the Library, the Museum, we partnered with 3 lodging properties, 6 restaurants, 7 retailers and various vendors, artisans, experts and educators to bring the festival to life in 2024. It can only grow from there in 2025. Our commitment to Stevenson and these partnerships are the foundation of our success.

- 9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. N/A
- 10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?
 Stevenson retailers, restaurants, organizations and lodging properties will be persuaded to participate in The Stevenson Mushroom Festival on a level that works for and supports them. Our marketing efforts will promote Stevenson as a whole and increase revenue from locals and tourists.
- 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.

Our request for funding represents approximately 25% of the total expenses and is intended to be used towards advertising, marketing and promotional materials. Please see itemized revenue and expense budget included separately.

12. Sign and date your proposal.

Pagain	TABATHA WIGGINS	09/25/2024
Signature	Printed Name	Date

Event budget

TOTAL EXPENSES

Estimated	Actual
\$2,500.00	
\$400.00	
\$350.00	
\$500.00	
\$3,750.00	\$0.00
Estimated	Actual
\$250.00	
\$300.00	
\$200.00	
\$650.00	
\$1,400.00	\$0.00
Estimated	Actual
\$400.00	\$250.00
\$2,500.00	
	\$2,500.00 \$400.00 \$350.00 \$500.00 \$3,750.00 Estimated \$250.00 \$300.00 \$650.00 \$1,400.00 Estimated \$400.00

Posters & Flyers	\$250.00	
Signage & Photo Op	\$550.00	
Design Services	\$700.00	
Photography	\$500.00	\$0.00
Digital Marketing	\$75.00	
Total	\$4,975.00	\$250.00
Other	Estimated	Actual
Misc	\$500.00	
Total	\$500.00	\$0.00

EXPENSES

Estimated	Actual
\$23,556.00	
Estimated	Actual
\$3,500.00	
\$1,500.00	
\$11.00	
\$800.00	
\$5,811.00	\$0.00
Estimated	Actual
	Actual
\$500.00	
\$750.00	
\$1,500.00	
\$400.00	
\$3,150.00	\$0.00
Estimated	Actual
\$1,800.00	
\$750.00	
	\$23,556.00 Estimated \$3,500.00 \$1,500.00 \$11.00 \$800.00 \$5,811.00 Estimated \$500.00 \$750.00 \$1,500.00 \$400.00 \$3,150.00 Estimated \$1,800.00

\$120.00 \$400.00	
\$400.00	
\$900.00	
\$3,970.00	\$0.00