

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 **Julie Mayfield**, hereinafter referred to as “Julie Mayfield”.

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 live music events.
3. Julie Mayfield is uniquely qualified to manage live music events, 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 Julie Mayfield 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. Julie Mayfield will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Julie Mayfield will plan and operate the live music events as described on Exhibit A, incorporated herein by reference.
 - b. Julie Mayfield 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. Julie Mayfield will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
3. Term. 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 Julie Mayfield up to \$9,035 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 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. 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. Julie Mayfield 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 "Julie Mayfield". It is hereby understood, agreed and declared that Julie Mayfield 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. Julie Mayfield 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.

Julie Mayfield 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 Julie Mayfield 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. Julie Mayfield shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Julie Mayfield 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 Julie Mayfield have legal authority to enter into this agreement on behalf of City and Julie Mayfield respectively and have full authority to bind City and Julie Mayfield 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

Julie Mayfield Events, LLC

Scott Anderson, Mayor

Name & Title: _____

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

JULIE MAYFIELD 601-908-612
Organization/Agency Federal Tax ID Number

JULIE MAYFIELD
Contact Name

PO BOX 425, STEVENSON WA 98648
Mailing Address

360.789.1227 JULESDAVIS@YAHOO.COM
Phone Email

STEVENSON WATERFRONT PUBLIC STAGE SEASONAL WEEKLY LIVE MUSIC
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 9,035

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:
Seasonal Saturdays outdoor live music performances at the Stevenson Waterfront
Public Stage for 5 months.

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 Stevenson Waterfront is a key community asset. See attached.

3. Identify your top 5 sources of Revenue:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

NA

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

~~Email marketing through my personal curated list of 330 people weekly; listing in the Chamber's weekly email newsletter; posting on Gorgecurrent.com; sandwich board ("A-Board") at event site citing live music; ad in RiverTalk Weekly (weekly); schedule posted on Clark & Lewie's website/Facebook site.~~

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

~~While attending the performances of the 2024 season I talked to many visitors who were looking for something to do and were very happy to find live music in such an incredible setting on the Stevenson Waterfront. Not only do they attend but they meet a lot of locals who tell them about the area and the visitors also experience our~~

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

1. see attached 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. _____ 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. _____ 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.

~~I send the schedule updates to the Chamber who publishes it in their weekly email newsletter. In my personal newsletter I reference the Chamber's newsletter, and I also check the Chamber's newsletter before sending mine out so I can include music-related events in the area. Clark & Lewie's Restaurant contributes \$20 each to the musicians toward food/drink and publishes the schedule on their website/Facebook.~~

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

NA

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

~~Visitors and locals patronize the local restaurants before, during, and after the music. Some musicians and associates of the musicians stay in local lodging; other visitors come out specifically for music and stay at local lodging and go to their restaurants and~~

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.

Julie Mayfield

Digitally signed by Julie Mayfield
Date: 2024.10.14 09:17:06 -07'00'

JULIE MAYFIELD

October 14, 2024

Signature

Printed Name

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.

- 1.
2. 2. For tourism marketing, special events and festivals: a. Broad tourism marketing efforts will be given priority over the promotion of events. b. Multi-day events generating multiple overnight stays will be given priority over single-day. c. Priority will be given to those proposals that leverage other funds. d. Priority will be given to events that attract visitors during the shoulder seasons.

As weather permits, these performances begin at the end and beginning of *shoulder seasons*.

Looking at FIVE MONTHS of live music at the Stevenson Waterfront Public stage:

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

For 21 weeks:

1. 104 Staying overnight in paid accommodations.
2. 104 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 104 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 1,053* Attend but are not included in any one of the categories above.
5. 210 Estimated number of participants in any of the above categories that attend from another state or country.

*Observance from summer 2024—approximately 3 picnic tables filled plus people with their own lawn chairs, sitting on the ground/standing, and those within the Clark & Lewie's roped area—as an average (an average 65 people per concert attended in 2024 [21 weeks, which is 1,365]). I spoke with visitors almost each event who were visiting from Portland or Vancouver area or other states.

In general:

In early summer 2023, the SBA built a performance stage between Clark & Lewie's Restaurant and the Tour Boat Dock, where the Farmers Market is held, with the intention of its use as a public performance stage. The 2024 Stevenson Public Stage season was well received and well attended with an average 65 people enjoying each live performance. Many people bring their own sustenance (which they may have purchased from any of the local restaurants/tavern or other sources) and chairs to enjoy the public performance. Often musicians, friends of musicians, stay overnight in local commercial lodging.

Proposal: pay solo artists \$200/performance, and \$100 each to 2 up to 4-piece group (with a max of \$400).

The proposed time period is **May 17 through October 11** (21 weeks, excluding Stevenson Waterfront Music Festival first wknd Aug). In addition, I need to be compensated for my work in booking and attending most performances, assisting with logistics and marketing**.

Proposed Scenario (2-hr performance):

15 up to 4-piece* bands:	15 x \$400 = potentially \$6,000	
6 soloists:	6 x \$200 = \$1,200	
21 Bookings Fee**:	21 x \$60 = \$1,260	
RiverTalk Weekly Ad:	\$325	
A-Board on site day of music	\$250	
TOTAL:		\$9,035

*2 up to 4 active performers

**This does not include any of my time/effort composing/sending my weekly email newsletter about local live music, curating my email list, etc. (at times I even give free overnight stays to musicians at my short-term rental).

For those needing more info on what it typically takes to perform: hours of practice, organize equipment/music, haul it to your vehicle, put it in the vehicle in some order, drive to event, unload equipment, set it up after figuring out the new logistics of each venue. Trouble shoot issues. Sound check. Perform two hours. Pack up all equipment, haul to vehicle, organize in vehicle. Drive. Unload all equipment, put it back where you got it. (Also, procuring and maintaining equipment)