

## AGREEMENT

This agreement made and entered into this 20<sup>th</sup> day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Stevenson Farmers’ Market, a 501(c)(3) organization, hereinafter referred to as “Stevenson Farmers’ Market”.

### 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 Farmers’ Market.
3. Stevenson Farmers’ Market is uniquely qualified to manage a Farmers’ Market, 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 Stevenson Farmers’ Market 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. Stevenson Farmers’ Market will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Stevenson Farmers’ Market will plan and operate a Farmers’ Market as described on Exhibit A, incorporated herein by reference.
  - b. Stevenson Farmers’ Market 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. Stevenson Farmers’ Market shall complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
  - a. The City will reimburse Stevenson Farmers’ Market up to \$2,000 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. Final invoice for this agreement must be received by the City on or before January 13, 2020. **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. 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. Stevenson Farmers' Market 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.
  8. Status of "Stevenson Farmers' Market". It is hereby understood, agreed and declared that Stevenson Farmers' Market 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. Stevenson Farmers' Market 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.  
  
Stevenson Farmers' Market 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 Stevenson Farmers' Market 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. Stevenson Farmers' Market shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Stevenson Farmers' Market 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 Stevenson Farmers' Market have legal authority to enter into this agreement on behalf of City and Stevenson Farmers' Market respectively and have full authority to bind City and Stevenson Farmers' Market 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

STEVENSON FARMERS' MARKET

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Pharaoh Lappin, Director

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

## 2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Pharaoh Skinner

Contact Person: Pharaoh Skinner

Mailing Address: Po Box 1222 Stevenson 98648

Phone: 509-427-4707

Email: Farmers.Market.Stevenson@gmail.com

Name of Proposed Event: Stevenson Farmers' Market

*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.

EIN number is 27-0536918. The Stevenson Farmers' Market (SFM) is an association of independent local farmers and crafters operating under the 501c3 umbrella of Community Enrichment for Klickitat County (CEKC). Its mission is to enhance the quality of life in Skamania County by providing access to fresh, locally grown produce for all income levels, provide alternative marketing opportunities to local agricultural and cottage industries, foster food education, and social gathering/interaction within our community. The market's services function to attract and retain visitors, promote exploration of our city and foster a sense of community friendliness. SFM is an ongoing activity operating from mid June through mid October each year.

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 proposal is market promotion through 1) personal outreach to potential vendors that can add diversity of product to the market. This entails market manager visitation with farmers, value added producers and crafters within the gorge between Jan - April, 2019 and an afternoon info/recruitment session to be held in Stevenson on March 7, 2019 along with associated advertising for these two activities; 2) Training for staff with emphasis on promotional strategies that will increase market visitation and duration of stay within the community. This involves attendance of market co-managers at the WA State Farmers' Market Association Conference to be held in Walla Walla Washington in March, 2019. 3) Market promotion via Logos on the Stevenson Farmers' Market Utility Trailer can provide

Permanente advertising for Stevenson and the market 4) As well as Tshirts for costumers with our Stevenson Farmers Market logo on them 5) Newspaper articles throughout the gorge Total cost for entire promotional project is \$3550.

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

\$2625

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.

This request for Lodging Tax funding represents 73% of the total project budget (see below).

Travel (Mileage for trainers and vendor visitation w/farmers @ \$ .55/mi)

2 round trips to Camas/Washougal(80mi), White Salmon/Hood River (50), The Dalles (80 mi) @ .55/mi = \$200 \$30

Advertising: poster printing, local paper ads for recruitment info/vendor training session \$500

Administrative Prep Time (2hrs each for 3 facilitators): 6hrs@\$20/hour \$120, in kind

Info/training session facilitators (personnel) 3hrs @ \$20.00 for 3 facilitators \$180. \$120 in kind, (\$60 lodging tax)

Utility Trailer with Stevenson Farmers' Market Logos \$750

Vendor recruiter (personnel) (10hrs travel + 6 hrs for meeting w/potential vendors 2 meetings at each of the 3 locations) 16 hrs @\$20/hr: \$320 in kind

Training for Market Management Personnel (WA ST FM Assoc Conf)

Admission, Mileage, Room for 2 nights: \$975 (\$75 for WSFMA membership & conference boot camp expenses)

Tshirts with Stevenson Farmers' Market logo \$400

Activity	City Lodging Tax	Other Funding	In Kind Donation	Total Cost
Administrative			\$120	\$ 120
Advertising	\$500			\$ 500
Travel	\$200	\$30		\$ 230
Personnel			\$500	\$ 500
Utility trailer logo	\$750			\$ 750
Tshirts printed	\$200		\$200	\$ 400
Mkt Mgr Training	\$975	\$ 75		\$1050
Total	\$2625	\$105	\$820	\$3550

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

Fundraising for this project is through in kind donations, market funds, annual vendor memberships / weekly booth fees and through this grant. The Market staff is in an ongoing effort to improve/promote the market.

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.

The project is for a single year, 2019. The project will refine our current promotional activities to make them more effective and better targeted. General on-going promotional efforts will be funded through increased market memberships, vendor space fees and market fundraising efforts.

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

The projects goal is to refine our promotional activities. It will include general advertising for vendor recruitment via web pages, facebook & electronic newsletters of various organizations ( Gorge Grown, Washington State Farmers Market Association, SFM, Garden Club list serve, Chamber Newsletter, etc). A market volunteer will target and visit specific farmers/orchardists, value-added food producers, and crafters to promote and recruit for SFM. Ads for the vendor recruitment/info session will be via the above venues plus radio, posters, & newspapers throughout the gorge.

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

The Stevenson Farmers' Market provides a regular, ongoing event to draw area visitors into the city of Stevenson that will enhance and expand their stay. It encourages tourists to explore the surrounding stores and restaurants. The presence of an open, friendly market with unique and diverse products can influence visitors to lodge in Stevenson as opposed to other Gorge communities. A growing number of visitors are selecting their destinations based on the ability to provide foods meeting their dietary requirements.

New vendors bringing increased diversity of products equates to increased visitation and duration of stay by visitors to our market and community. These influences can easily be tracked using current survey methods. Previous survey info has already shown that there is positive association between visitation and diversity of product. Training of market managers provides management staff access to the resources and tools needed to focus on attracting more visitors and providing the products that meet their interests and needs. Booth presentation, market layout, surveys, etc. can all help to attract more visitors & encourage "word of mouth" market promotion resulting from the quality, variety, and uniqueness of a market. Managers need to

network with other market managers and exposure to new ideas that promote attraction and retention of market visitors.

9. List the number of tourists expected to attend your activity or facility in each of these categories:
  - a. Staying overnight in paid accommodations. 80
  - b. Traveling 50 miles or more from their place of residence or business. 128
  - c. Traveling from another state or country. 102

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.

The market will coordinate with the Chamber, WSU Extension, Gorge Grown, Master Gardener Organizations and Gardening clubs/groups to promote vendor recruitment. The market will likewise work with the Chamber & Gorge Grown to design our survey(s) so as to accurately evaluate the results of our efforts to increase visitor attendance and duration at market and provide information pertinent to lodging.

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

Does not apply.

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

The community of Stevenson will benefit economically by the 1) increased attraction and duration of stay from visitors coming into town for other events; 2) market products & activity may well influence visitors to lodge in Stevenson as opposed to other Gorge communities; 3) the continued presence and improvement of the market will assure an ongoing, regular event in Stevenson that will draw visitors on those weekends when special events are not operating.

Sign and date your proposal.

Pharaoh Skinner 10/11/2018