

AGREEMENT

This agreement made and entered into this 10th day of December, 2020 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, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
 - a. The City will reimburse Stevenson Farmers’ Market up to \$3,000 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 12, 2022. **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



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Stevenson Farmers' Market 27-0536918
Organization/Agency Federal Tax ID Number

Pharaoh Skinner
Contact Name

Po Box 1222 Stevenson, WA 98648
Mailing Address

509-427-4707 Farmers.Market.Stevenson@gmail.com
Phone Email

The Stevenson Farmers' Market
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 3000

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:
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.

RiverTalk Weekly hosted the Market’s full page ad for 23 weeks in 2020 totaling \$23,000 of sponsored advertising. While they really stepped it up for our waterfront move, we can expect something similar in 2021. We are placing a ¼ page ad in the Skamania Visitors Guide for \$600 and a Portland Classical radio ad that will run twice a week for 10 weeks for \$800. A few Pioneer ads will be placed for \$300. We also have a facebook budget of \$100 to boost posts about upcoming market events which reach into the Portland and Vancouver area. We will have our signs up at either end of town for as many weeks as the city allows with its one event signage at a time restrictions. These signs serve to get visitors returning to our great city for our community farmers market. Each Saturday we place sandwich board at various intersections directing traffic towards the market as its running and yard signs in the courthouse lawn that state the “Waterfront Farmers’ Market NOW” for passersby.

3. Identify your top 5 sources of Revenue:

1. Sponsorships	\$4795
2. Lodging Tax Grant	\$3000
3. Credit Card transactions	\$2500
4. Booth Fees	\$2015
5. Memberships	\$1065

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. As a Non-Profit we will always use a large portion of our time seeking funding from Sponsors, Donations and Grants like this one, in addition to the Vendor Fees and memberships. We will continue to invest in promotional fundraising opportunities like offering Stevenson Farmers Market Tshirts. Each year we grow this grant represents a smaller portion of our budget. In 2015 we were awarded 1750 and it represented 30% of our budget. Today we are asking for \$3,000 and that will be 21% of our 2021 revenue budget.

5. Describe your plans for advertising and promoting your proposed activity or facility. In 2020 we moved to the waterfront and allocated 51 times more funds to advertising than years prior.. We saw how valuable advertising really is. With our new move we had an increase of 64% more sales than the year prior and 66% increase in customers. All of this during the covid scare and two weeks closed due to wildfire smoke. Much of this must be accredited to RiverTalk Weekly being the markets lead sponsor for the past two years. They host the markets flier and various announcements and throughout our season without missing a week. We will continue this relationship for the 2021 season and they will host our ad each week for no less than 25 weeks to be distributed widely at over 100 locations in Camas, Washougal and Skamania County. 2021 will be the first year we have placed an ad in the Skamania Visitor Guide and the Skamania Lodge. In an attempt to attract the Portland Weekend visitors we will be running ads on All Classical radio Station during the spring and summer months of 2021.

6. 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 Port’s new improvements to the waterfront, 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.

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

1. 950 Staying overnight in paid accommodations.
2. 400 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 1200 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 2000 Attend but are not included in any one of the categories above.
5. 1500 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 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 Stevenson Farmers Market works closely with the Chamber and SBA. We will use them to promote market days and events such as our membership drive and tshirt fundraiser. The market will 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.

The market will also coordinate with the WSU Extension, Master Gardener Organizations and Gardening clubs to promote vendor recruitment. RiverTalk Weekly’s ads have proven to be very useful in vendor recruitment.

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

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

The Stevenson Farmers’ Market engages all business in Stevenson in search for Sponsorships in exchange for advertising on our website, facebook, at our info booth and in RiverTalk Weekly as well as in printed materials.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? **This request represents 21% of our revenue budget.**

12. 

Pharaoh Skinner

10/14/2020