

AGREEMENT – FOOLS FEST

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 **Walking Man Brewing, LLC**, TIN 91-1985615, hereinafter referred to as “Walking Man”.

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 “21st Anniversary” event.
3. Walking Man is uniquely qualified to manage an anniversary 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 Walking Man 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. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Walking Man will plan and operate the anniversary event as described on Exhibit A, incorporated herein by reference.
 - b. Walking Man 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. Walking Man will 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 Walking Man up to \$5,200 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. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
 - c. 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.**

- d. 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. Walking Man 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 "Walking Man". It is hereby understood, agreed and declared that Walking Man 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. Walking Man 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.

Walking Man 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 Walking Man 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. Walking Man shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, Walking Man 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 Walking Man have legal authority to enter into this agreement on behalf of City and Walking Man respectively and have full authority to bind City and Walking Man 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

Walking Man

Scott Anderson, Mayor

Tabitha Wiggins, for Walking Man Brewing

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Exhibit A

1. Describe your Tourism-Related Activities, Event or Facility:

We aim to create a shoulder season weekend event in conjunction with our 21st Anniversary. The plan would be to coordinate with Stevenson lodging facilities including Skamania Lodge, Riverside Lodge, ArtBliss Hotel, the new hotel on Russell Street as well as other local businesses and retailers to create a celebratory, walkable experience.

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.

We would create a promotional map with participating businesses and a schedule of events beginning Friday, November 5th through Sunday November 7th. Events would include happy hour each night at all the hotels with Walking Man Beer provided at no charge to the hotels and a line-up of music from the port to 2nd Street locations throughout the weekend. We would also create family-friendly daytime activities including crafts, face painting, artist demonstrations, brewery tours and more. The aim would be to involve as many downtown businesses with activities that best suit them and to encourage additional retail sales to all of downtown Stevenson as well as full occupancy for the hotels.

3. Identify your top 5 sources of Revenue:

For this event revenue would be distributed to participating businesses as well as Walking Man. The idea is to increase traffic in the shoulder season and encourage overnight stays. Dollar amounts are an estimate based on drawing 300 additional guests to the area for the weekend.

1. Retail Sales:	\$7,500.
2. Food & Beverage Sales	\$48,000.
3. Lodging	\$12,000
4. Artisans, Artists, Musicians	\$4000.
5. Musicians	\$2500.

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

Walking Man would not be able to self-fund the event, however we will perform all the in-kind work associated with organizing and promoting the weekend.

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

With our extensive access to regional breweries and brewery associations we would market to beer lovers and by involving other local businesses it would be cross-promoted on multiple social media platforms as well as all of our mailing lists. We would advertise to the PDX metro area and the Columbia River Gorge and it would be promoted on all the regional beer blogs. I also have a contact with the organizer of the PCT days that is willing to share the event with his list (# TBD).

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

By creating and promoting a multi-day event focused around Walking Man's anniversary and arranging happy hours at all the participating hotels, overnight stays will be a huge part of the fun! With family-friendly activities and live music, we hope to draw additional tourists to enjoy our community, patronize our businesses and get their heads in our beds!

7. List the number of tourists expected to attend your activity or facility in each of these categories:
1. 150 Staying overnight in paid accommodations.
 2. 30 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
 3. 120 Staying for the day only and traveling 50 miles or more from their place of residence or business.
 4. 0 Attend but are not included in any one of the categories above.
 5. 250 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.

I wouldn't dream of doing an event without the amazing support of the Chamber. They have always been great about promoting our events and making sure we're in all the listings, on all the calendars and in their social media and newsletter. They would also help distribute a press release and will give out promotional materials at their visitor centers. I would also leverage my relationship with the Stevenson Downtown Association to help promote the event and/or coordinate the event with another project that would be mutually beneficial, such as the unveiling of another mural or the walkability map the SDA has been working on.

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?

By creating happy hours and fun events throughout the weekend we will encourage foot traffic to retailers and restaurants and overnight stays at hotels. We will ask them to promote the event at their businesses and via social media.

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.

Revenue above is based on 300 guests for 2 days/nights based on 150 paid accommodations figuring 2 people per room at an average of \$150/night plus meals and retail sales per guest. We are asking for 50% of the anticipated expenses. The revenue for Walking Man specifically isn't significant and potentially a wash in relation to the expenses since we are encouraging patronage at other venues, giving away beer for the hotel happy hours and using our staff to execute the coordination.

Budget	2021 Estimate
Marketing/Advertising	\$ 2,500.00
Musicians	\$ 2,500.00
Artisans/Vendors	\$ 800.00
Happy Hour Supplies/Beer	\$ 300.00
Promotional Map	\$ 3,000.00
Promotional Coasters	\$ 1,000.00
Misc Supplies	\$ 300.00
Total Estimate	\$ 10,400.00