

**AGREEMENT**  
**Stevenson Plein Air**

This agreement made and entered into this 16<sup>th</sup> day of December, 2021 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **the MOSS - Musicians of Stevenson and Skamania County**, a non-profit organization, hereinafter referred to as “MOSS”,

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 Plein Air event.
3. MOSS is qualified to manage a Plein Air 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 MOSS 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. MOSS will perform the work set forth below and submit requests for reimbursement within forty-five days of each accepted task:
  - a. MOSS will plan and operate the Stevenson Plein Air event as described on Exhibit A, incorporated herein by reference.
  - b. MOSS 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. MOSS will complete the work and provide the services to be performed under this agreement on or before December 31, 2022.
3. Payment.
  - a. The City will reimburse MOSS up to \$1,500 for advertising and hosting services (the last three items in the budget in Exhibit A) 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 17, 2023. **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.
4. 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.
5. 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.
6. Financial Records. MOSS 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.
7. Status of "MOSS". It is hereby understood, agreed and declared that MOSS 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.
8. Insurance and Liability. MOSS 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.
9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. 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.
11. Equal Opportunity and Compliance With Laws. MOSS shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, MOSS shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. 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.
  
13. 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.
  
14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and MOSS have legal authority to enter into this agreement on behalf of City and MOSS respectively and have full authority to bind City and MOSS 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

MOSS – Musicians of Stevenson & Skamania

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

\_\_\_\_\_  
 Name & Title \_\_\_\_\_

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 Community Garden/MOSS

84-1943838

Organization/Agency

Federal Tax ID Number

Karen Rutledge

Contact Name

189 NW Del Ray Ave, Stevenson, WA 98648

Mailing Address

360-771-1726

bakerkrn@gmail.com

Phone

Email

Stevenson Plein Air

Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 3,150.00

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.

SEE ATTACHED SHEETS

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

See attached

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.

See Attached

SEE ATTACHED SHEETS

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.

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

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

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

1. \_\_\_\_\_ 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 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.

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SEE ATTACHED SHEETS

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

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

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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.

Karen E Rutledge                      Karen E Rutledge                      10/18/2021  
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) Stevenson Community Garden will host a Plein Air art event. This will take place in and around our garden located near the footpath connecting Skamania Lodge to City center. This event will happen shoulder season September 2022.

2) The Plein air event will take place September 8, 2022 from 9 to 5pm. Stevenson Community Garden is a treasure that is under appreciated. This event will be designed to draw in tourists and artists to the garden. This event will attract three categories of visitors:

**Artists:** Many artists are looking for venues to show their work and will be excited to showcase their work at this event. The Pandemic has created barriers for art sales. We believe there is pent up demand for this event. Artists will be placed in three skill/interest categories.

**Art Collectors:** Plein Air events draw people who are interested and enjoy observing artists at work. The finished painting will be auctioned off to buyers at the end of the day.

**Spectators:** Plein Air events are spectator events. Many visitors will come to watch artists at work and to see the garden.

3) - TAC funds

- Donations from participants
- Private donations

4) We believe Stevenson is in an ideal position to grow the Plein Air event into a multi day festival. We have a very large art community in the gorge as well as natural beauty surrounding us. In addition, there are shops, eateries and recreation to add to the activities visitors will enjoy.

We plan to keep this year's event to a single day and learn from our experience so that in future years we can expand. This event requires many volunteer hours. While it is possible that we could over a period of three to five years become self funded, it is uncertain at this time.

5) We will be using Artist email lists from The Dalles through the west end of the Gorge, including Portland. Many of the participating artists will have email lists of their supporters/buyers. We also plan to place ads in local papers in Stevenson, Hood River, The Dalles, Camas/Washougal and Troutdale.

Flyers advertising the event will be distributed and posted through out the Gorge. Stevenson Chamber will place our event on their event calendars.

6) We are projecting 20-30 Artists, 50 Spectators, 15 Collectors. Many of these people will need meals at lunch and dinner. Also they will be visiting downtown businesses. Some will choose to spend the night. (See below estimates)

7)

- 1) 10 – staying overnight in paid accommodations.
- 2) 10 – staying overnight in unpaid accommodations.
- 3) 60 – staying for the day only; traveling 50 plus miles
- 4) 0 – attend, but not included above
- 5) 50 – estimated participants from another state or country

8) We have been in communication with the Chamber and will put this event on there calendar. In addition we will use Chamber materials to provide packets of information to guests listing restaurants, overnight accommodations, breweries and activities.

We plan to work with the SBA to get sponsors for gifts which can be used as prizes for the art and garden awards.

We are also working with local artists to create this event. Linda Hunter will be leading the event plan. We are organizing our local art community to participate. We will work with Fort Vancouver Library and the Skamania County Parks and Recs Department to publish our event information on their websites.

9) NA

10) Every participant will receive a welcome packet. This packet will include a map of the area including locations of restaurants, shops, stores, brew pubs and lodging.

11) Revenue and expense budget

Compost, soil amendments, fertilizer	\$800
Irrigation Parts.	\$400
Tools.	\$200
Ads/flyers.	\$1000
Artist facilitators/judges.	\$600
Water/coffee snacks.	<u>\$150</u>

Total:	\$3,150
Potential revenue (donations)	\$200

*Karen E. Rutty*

10/18/2021