

## AGREEMENT

This agreement made and entered into this 21<sup>st</sup> day of December, 2023 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Traverse PNW Market**, hereinafter referred to as “Traverse PNW”.

### 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 Stevenson Mushroom Festival event.
3. Traverse PNW is uniquely qualified to manage a Stevenson Mushroom Festival 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 Traverse PNW 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. Traverse PNW will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Traverse PNW will plan and operate the Stevenson Mushroom Festival event as described on Exhibit A, incorporated herein by reference.
  - b. Traverse PNW 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. Traverse PNW will complete the work and provide the services to be performed under this agreement on or before December 31, 2024.
3. Term. The term of this agreement shall begin January 1, 2024 and end upon the completion of the project, but no later than December 31, 2024.
4. Payment.
  - a. The City will reimburse Traverse PNW up to \$5,500 for services performed under his 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 15 2024. **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. Traverse PNW 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 the "Traverse PNW". It is hereby understood, agreed and declared that Traverse PNW 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. Traverse PNW 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.

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

Traverse PNW Events, LLC

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

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

ATTEST

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert C. Muth, City Attorney



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

TRAVERSE PNW MARKET

91-1985615

Organization/Agency

Federal Tax ID Number

TABATHA WIGGINS & ROBYN LEGUN

Contact Name

PO BOX 1522, STEVENSON, WA 98648

Mailing Address

(509) 310-8381

[tabatha@traversestevenson.com](mailto:tabatha@traversestevenson.com)

Phone

Email

STEVENSON MUSHROOM FESTIVAL 2024 (Fun Name TBD)

Name of Proposed Event/Activity/Facility

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

Amount Requested: \$5500.00

Supplemental Questions

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

We want to bring the passionate and fungi-curious together to discover and celebrate everything related to mushrooms by creating a festival for locals and tourists of Stevenson. Mushroom culture and festivals are becoming increasingly popular, and we've already received a lot of excitement and interest from our local and regional guests. There is so much possibility to create and grow a Mushroom Festival in Stevenson.

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 Pacific Northwest is a mecca for Mushroom enthusiasts and foragers. Our plan

is to kick-off the festival on Friday, October 18<sup>th</sup> with a ticketed Gala, hosted by Traverse PNW Market at the Columbia Gorge Museum. The Friday evening, mushroom-themed event will include music, dancing, vendors, and catered mushroom-centric food and beverages. Attendees will be encouraged to book local accommodations and enjoy the rest of the festival events and promotions on Saturday, October 19<sup>th</sup>. Expected costs on attached budget.

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3. Identify your top 5 sources of Revenue:

1. Kick-Off Gala Tickets & Beverage Sales

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  2. Retail Sales for Participating Retailers

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  3. Retail Sales for Participating Restaurants

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  4. Accommodation Bookings

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  5. Vendor Revenue – including demonstrations and local artisans
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4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

At this time we do not have plans to become fully self-funded. We require support from TAC funds for advertising, marketing and promotional materials.

We will ask some of our partners to sponsor a portion of their participation including the space rental fees for the Columbia Gorge Museum and advertising with RiverTalk Weekly. Traverse PNW Market will sponsor the remaining budget for the festival. If we can increase revenue and sponsorships in the future, we hope to eliminate expenses for Traverse and require less funding.

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

We hope to work with marketing and branding experts at We Are Unicorns to develop unique and exciting brand assets and a festival website. We will advertise in local and regional newspapers, create and distribute a press release and connect with mushroom-related organizations, experts, and enthusiasts to boost our marketing efforts.

We anticipate a long list of local participants, including retailers, lodging properties, restaurants, vendors, and the Columbia Gorge Museum. With their participation and the support of the Skamania County Chamber of Commerce and the Stevenson Downtown Association, we expect a large reach on social media.

We will begin early to ensure participation from partners and festival attendees.

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

One of the main reasons to create a fun and welcoming two-day festival is to drive tourism and increase overnight stays in the shoulder season.

We will ask local lodging properties to offer a discount code for a 2-night stay in exchange for our marketing and promotion efforts and we will provide a mushroom-themed amenity to their guests upon arrival.

Saturday's events and activities will take place throughout town and include a mix of family-friendly, dog-friendly and 21+. We will partner with local businesses and organizations to offer demonstrations, classes, activities, tastings, crafts, music and more.

Participants will receive a passport book for their "Mushroom Hunt" that include everything there is to enjoy, where to go, and how to "hunt" for all their passport stamps. Traverse PNW Market will award prizes for completed passport books.

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

1. 80 Staying overnight in paid accommodations.
2. 20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 50 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 150 Attend but are not included in any one of the categories above.
5. 100 Estimated number of participants in any of the above categories that attend from another state or country. (Including Oregon in this estimate)

We are basing our projections on 400 total attendees for Saturday and 100 attendees for the Friday night Gala.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Downtown 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.

Mushroom Fest 2024 depends on coordination with our community partners. The "how" comes with a decade of Tabatha's involvement in Stevenson, as a business and property owner, Board President of the Stevenson Downtown Association, her relationship with the Skamania County Chamber of Commerce and her connection

to local businesses and organizations. It comes from the developing relationships Robyn Legun continues to create with artisans and vendors throughout the region and her place in business development within our community. Partnerships are the foundation of our success.

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?

Stevenson retailers, restaurants, organizations and lodging properties will be persuaded to participate in the Mushroom Festival on a level that works for and supports them. Our marketing efforts will promote Stevenson as a whole and increase revenue from locals and tourists. We already have a number of businesses and organizations excited about the possibility of this festival and the positive potential benefits for all of Stevenson.

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.

Our request for funding represents approximately 25% of the total expenses and is intended to be used 100% towards advertising, marketing and promotional materials. Please see itemized revenue and expense budget included separately.

12. Sign and date your proposal.

	TABATHA WIGGINS	10/16/2023
Signature	Printed Name	Date

# Event budget

## EXPENSES

TOTAL EXPENSES			Estimated	Actual	
			\$22,081.00	\$0.00	
<b>Friday Event Site</b>	<b>Estimated</b>	<b>Actual</b>	<b>Friday Event F&amp;B</b>	<b>Estimated</b>	<b>Actual</b>
Space Rental	\$1,500.00		Food	\$2,500.00	
Site staff	\$400.00		Drinks	\$1,200.00	
Equipment / AV	\$150.00		Liquor License	\$11.00	
Tables / Chairs / Linens	\$500.00		F&B Staff	\$400.00	
<b>Total</b>	<b>\$2,550.00</b>	<b>\$0.00</b>	<b>Total</b>	<b>\$4,111.00</b>	<b>\$0.00</b>
<b>Misc Friday Event</b>	<b>Estimated</b>	<b>Actual</b>	<b>Saturday Program</b>	<b>Estimated</b>	<b>Actual</b>
Decorations	\$300.00		Demonstrations	\$450.00	
Insurance	\$150.00		Classes	\$450.00	
Paper supplies	\$200.00		Festival Staff	\$1,200.00	
Music	\$350.00		Entertainment	\$400.00	
<b>Total</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>Total</b>	<b>\$2,500.00</b>	<b>\$0.00</b>
<b>Marketing</b>	<b>Estimated</b>	<b>Actual</b>	<b>Promotional Materials</b>	<b>Estimated</b>	<b>Actual</b>
Website	\$600.00		Custom Swag Bags	\$2,500.00	
Advertising	\$2,500.00		Hotel Amenities	\$600.00	
Posters & Flyers	\$250.00		Custom Passport Stamps	\$120.00	
Signage & Photo Op	\$600.00		Prizes	\$2,000.00	
Design Services	\$1,000.00		"Hunting" Passports	\$900.00	
Photography	\$500.00				
Digital Marketing	\$50.00				
<b>Total</b>	<b>\$5,500.00</b>	<b>\$0.00</b>	<b>Total</b>	<b>\$6,120.00</b>	<b>\$0.00</b>
<b>Other</b>	<b>Estimated</b>	<b>Actual</b>			
Misc	\$300.00				
<b>Total</b>	<b>\$300.00</b>	<b>\$0.00</b>			



# Event budget

## INCOME

<b>TOTAL INCOME</b>	<b>Estimated</b>	<b>Actual</b>
	\$22,400.00	\$0.00

### ADMISSIONS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
20		Gala Only	\$45.00	\$900.00	\$0.00
				\$0.00	\$0.00
300		Mushroom "Hunt" Passports	\$10.00	\$3,000.00	\$0.00
40		Bundle: Gala & "Hunting" for 2	\$99.00	\$3,960.00	\$0.00
<b>Total</b>				<b>\$7,860.00</b>	<b>\$0.00</b>

### FUNDING & SPONSORSHIP

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
1		TAC Funding for Marketing	\$5,500.00	\$5,500.00	\$0.00
1		Traverse Sponsor	\$5,500.00	\$5,500.00	\$0.00
1		RiverTalk Weekly Sponsor	\$1,500.00	\$1,500.00	\$0.00
3		Passport Book Sponsors	\$300.00	\$900.00	\$0.00
1		CRG Museum Sponsor	\$500.00	\$500.00	\$0.00
<b>Total</b>				<b>\$13,900.00</b>	<b>\$0.00</b>

### SALES

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
80		Gala Additional Liquor Sales	\$8.00	\$640.00	\$0.00
				\$0.00	\$0.00
<b>Total</b>				<b>\$640.00</b>	<b>\$0.00</b>

### OTHER

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
				\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>

# Event budget

PROFIT

<b>SUMMARY</b>	■ Total income
	■ Total expenses

	Estimated	Actual
Total income	\$22,400.00	\$0.00
Total expenses	\$22,081.00	\$0.00
<b>Total profit (or loss)</b>	<b>\$319.00</b>	<b>\$0.00</b>
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<b>25% of Total expenses</b>		\$5,520.25

ACTUAL  
\$0

ESTIMATED

