

AGREEMENT
Upgrades to Stevenson Community Gardens and Agro-Tourism Project

This agreement made and entered into this 18th day of May, 2017 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Norm Haight**, hereinafter referred to as “Haight”,

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. Haight has volunteered to provide labor to upgrade and expand the Stevenson Community Gardens and Agro-Tourism Project.
3. The General Manager of Skamania Lodge has stated he believes the Stevenson Community Gardens and Agro-Tourism Project would be a great asset for Agro-Tourism in Stevenson and that Skamania Lodge would promote attendance to Lodge guests.
4. The City of Stevenson does not have qualified staff to provide upgrades to the Stevenson Community Gardens and Agro-Tourism Project
5. Haight is qualified to provide upgrades to the Stevenson Community Gardens and Agro-Tourism Project, 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.
6. It is in the City’s interest to contract with Haight to perform improvements to be made to the Stevenson Community Gardens and Agro-Tourism Project 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. Haight will perform the work set forth below and submit requests for reimbursement within forty-five days of each accepted task:
 - a. Haight will rebuild and/or expand the Stevenson Community Gardens and Agro-Tourism Project as described on Exhibit A, incorporated herein by reference.
 - b. Haight will design and install interpretive signage in and around the gardens and the new pollinator beds to promote visitor attendance.
 - c. Haight 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. Haight will complete the work and provide the services to be performed under this agreement on or before December 31, 2017.

3. Payment.
 - a. The City will reimburse Haight up to \$4,500 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, 2018. **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. Haight 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 "Haight". It is hereby understood, agreed and declared that Haight 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. Haight 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. Haight shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Haight 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 Haight have legal authority to enter into this agreement on behalf of City and Haight respectively and have full authority to bind City and Haight 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

Haight

Frank Cox, Mayor

Norm Haight

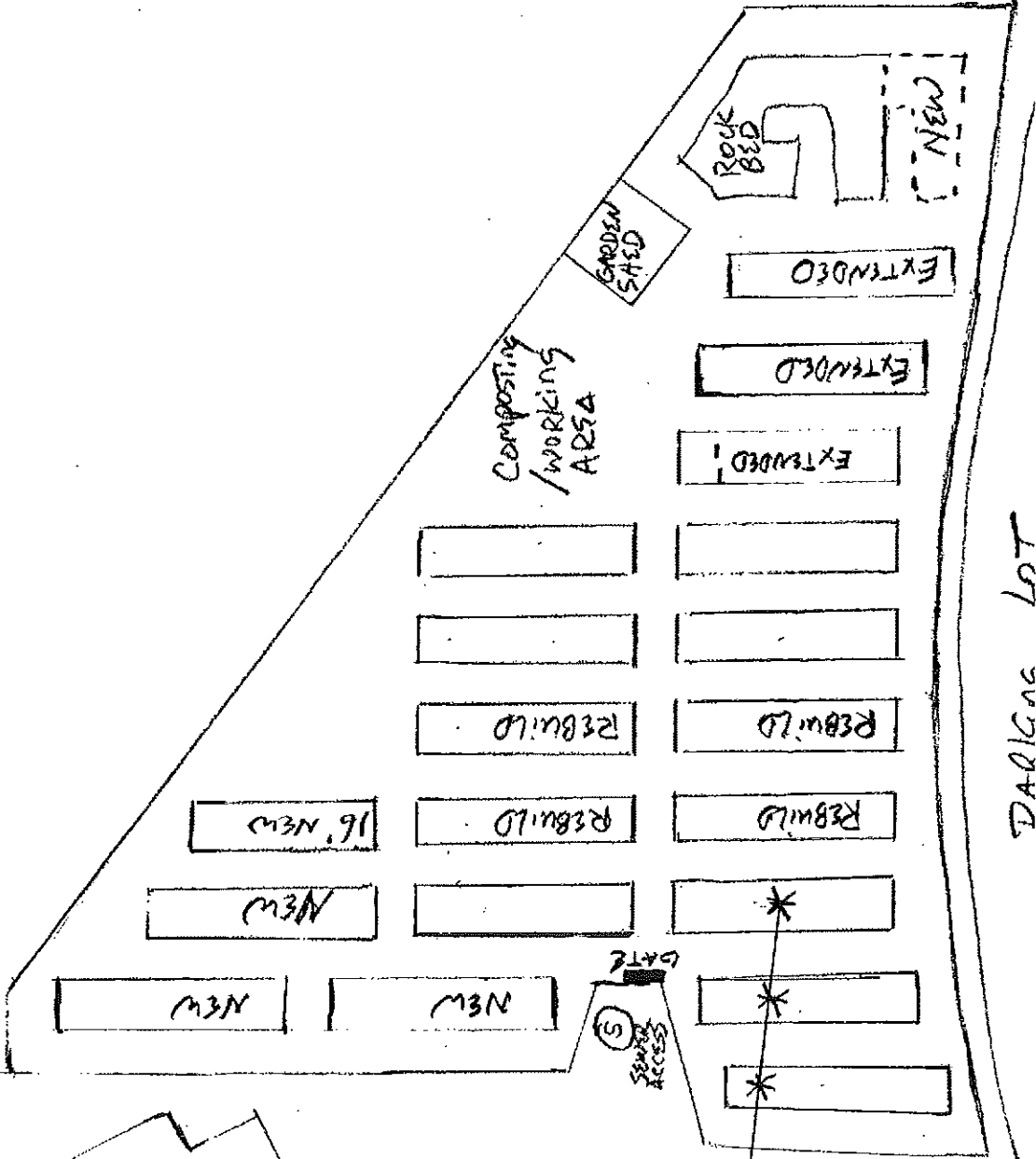
ATTEST

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Stevenson Community Garden
Skamania County Fairgrounds



Complete Buildout:

- 18 - 20' BEDS
- 1 - 16' BED
- 1 - ROCK BED

By: Norm Haight

12x17
THREE BEDS
FOR THE THREE
1ST GRADE CLASS
IN STEVENSON.
70 KIDS TOTAL

DADICAC LOT