

AGREEMENT
Upgrades to Stevenson Community Gardens

This agreement made and entered into this 20th day of May, 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. MOSS has volunteered to provide labor to upgrade the Stevenson Community Gardens.
3. The General Manager of Skamania Lodge has stated he believes the Stevenson Community Gardens are 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.
5. MOSS is qualified to provide upgrades to the Stevenson Community Gardens, 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 MOSS to perform improvements to be made to the Stevenson Community Gardens 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 rebuild and/or expand the Stevenson Community Gardens 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, 2021.

3. Payment.
 - a. The City will reimburse MOSS up to \$2,500 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, 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.
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 N/A
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 Community Garden
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 2500

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 Community Garden is located at Rock Creek park near the foot path connecting Skamania Lodge to City Center. Many tourists use this area for water activities including fishing, kayaking, biking and walking.

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 garden is a natural focal point for visitors. During the garden season (spring through fall) we offer tours of the garden. We plan to do a garden open house in September.

3. Identify your top 5 sources of Revenue:

| | |
|----------------------------|----|
| 1. Stevenson Tourism Funds | \$ |
| 2. | \$ |
| 3. | \$ |
| 4. | \$ |
| 5. | \$ |

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

N/A

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

All gardeners will offer tours and info to visitors. We are planning a garden tour/demonstration for September. Chamber has agreed to publicize and support this event.

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

The garden provides a beautiful focal point to an area frequented by tourists. We interact with tourists staying overnight in Stevenson as well as tourists here for the day.

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

1. 12/day 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.

We have discussed our garden event with Skamania County Chamber of Commerce. They have agreed to publicize our event and to support us with logistics.

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

Funds requested are for continued maintenance of current garden space. This year we plan to paint the shed and add to the pollinator beds.

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

Our volunteers are often asked for directions, restaurant recommendations and directions to sights of interest.

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.

Signature: Karen E Rutledge Printed Name: Karen E Rutledge Date: April 19, 2021

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.

| | | | |
|-------------------------|------------------|----------------------|-----------------------|
| Compost/Soil amendments | 500 ⁻ | new entry gate frame | 100 ⁻ |
| broad fork | 150 ⁻ | mural project | 200 ⁻ |
| 2 shovels | 60 ⁻ | garden open house | 50 ⁻ |
| 2 rakes | 40 ⁻ | | \$ 2,500 ⁻ |
| 1 wheel barrow | 120 ⁻ | | |
| paint/repair shed | 200 ⁻ | | |
| fencing | 200 ⁻ | | |
| pollinator plants | 100 ⁻ | | |
| irrigation | 200 ⁻ | | |
| shelving /shed | 170 ⁻ | | |
| hoses | 90 ⁻ | | |
| nozzles | 30 ⁻ | | |
| 2 locks | 40 ⁻ | | |
| new signage | 250 ⁻ | | |