

AGREEMENT

This Agreement made and entered into this 21st day of December, 2023 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the Stevenson Downtown Association, hereinafter referred to as “SDA”.

Recitals

1. The City of Stevenson desires to increase the distribution of fresh, nutritious food to the community, including the low-income population and those using Supplemental Nutrition Assistance Program (SNAP) benefits (or Basic Food benefits in Washington State).
2. Farmer’s markets support healthy communities through education on how the food is grown and how to prepare food.
3. The American Fitness Index includes the number of farmers’ markets per capita as a factor contributing to community health, using it as an indicator for community members’ access to fresh fruits and vegetables.
4. Since 2017, the Stevenson Farmers’ Market provided children with \$2,779 of free vegetables with their Power of Produce (POP) program, cultivating healthy habits.
5. The Stevenson Farmers’ Market gave \$958 in additional food to community members, doubling the spending power of SNAP benefits. In 2023, the Stevenson Farmers’ Market gave \$2,216 worth of free food to community members through SNAP, POP and other nutrition programs.
6. The City of Stevenson does not have qualified staff to manage a Farmers’ Market.
7. SDA is uniquely qualified to manage a Farmers’ Market, 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.
8. It is in the City’s interest to contract with SDA to perform certain activities relating to the design and management of this event that will encourage increased health and wellness of the community and those using SNAP benefits.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. SDA will perform the work set forth below and submit requests for payment within forty-five (45) days of each accepted task:
 - a. SDA will plan and operate a Farmers’ Market as described on Exhibit A, incorporated herein by reference.
2. Completion. SDA shall 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 SDA up to \$10,000 for services performed under this Agreement. Payments will be made on a reimbursement basis only, following submittal and review 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 10, 2025. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
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. 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. SDA shall maintain financial records of all transactions related to this Agreement for six (6) years after the end or termination of this Agreement. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of “Stevenson Downtown Association”. It is hereby understood, agreed and declared SDA is an independent contractor and not an agent or employee of City and no liability shall attach to City by reason of entering into this Agreement, except as may be provided herein.
9. Insurance and Liability. SDA 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.

SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold City harmless from any claims made against City by SDA 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. SDA shall not discriminate against any employee employed under this Agreement because of race, color, religion, age, sex or national origin. Further, SDA 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 the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this Agreement.

14. Certification of Authority. The undersigned certify the persons executing this Agreement on behalf of City and SDA have legal authority to enter into this Agreement on behalf of City and SDA respectively and have full actual and apparent authority to bind City and SDA 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

STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

Kelly O'Malley-McKee, Director

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Robert C. Muth
City Attorney

Exhibit A

The Stevenson Farmers' Market is a seasonal market operated through the Stevenson Downtown Association (SDA). Held at the beautiful Stevenson Waterfront, the market aims to enhance the quality of life in Skamania County by providing access to fresh, locally grown produce for all income levels; support for micro-enterprises and cottage industries; food education and assistance; and a family-friendly gathering place.

Operating every Saturday from mid-June through mid-October each year, managed by a part-time market manager and supporting volunteers, the Stevenson Farmers Market provides visitors with a picturesque setting to enjoy the market experience at the Port of Skamania's riverfront location. With over 30 vendors throughout the season, including regular produce vendors, the markets offer a diverse range of products, from farm-fresh fruits and vegetables to artisanal crafts and homemade baked goods, several of which accept SNAP/EBT/WIC. The market serves as a platform for local farmers and artisans to connect directly with consumers, fostering a sense of community and supporting local micro-enterprises.

The Stevenson Farmers Market doubles the spending power of SNAP, Women Infant and Children's (WIC), and Senior Farmers Market Nutrition Program (SFMNP). It also operates the POP (Power of Produce) Club for children, providing food education activities and a \$2 token to spend on the produce of their choice each visit.

In 2023, the market experienced a 40% increase in vendor sales over last year and a 6% increase in attendance. The market added lawn games and activities, as well as continued live music from local musicians, while providing needed food security and family-friendly activities in the community.