

AGREEMENT

This agreement made and entered into this 21st day of April, 2022 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. In the past two years, the Stevenson Farmers’ Market provided children with \$1,355 of free veggies with their Power of Produce (POP) program, cultivating healthy habits.
5. The Stevenson Farmers’ Market gave \$563 in additional food to community members, doubling the spending power of SNAP benefits. In the past 4 years, \$3,400 of free food has been given to community members.
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 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, 2022.
3. Term. The term of this agreement shall begin January 1, 2022 and end upon the completion of the project, but no later than December 31, 2022.
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 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.**
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 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 “Stevenson Downtown Association”. It is hereby understood, agreed and declared that SDA 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. 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 the city harmless from any claims made against the 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 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 SDA have legal authority to enter into this agreement on behalf of City and SDA respectively and have full authority to bind City and SDA 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

STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

Kelly O'Malley-McKee, Director

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Exhibit A

The Stevenson Farmers' Market is an association of independent local farmers and crafters operating through the Stevenson Downtown Association (SDA). The mission of the Farmers' Market is to enhance the quality of life in Skamania County and the City of Stevenson by providing access to fresh, locally grown produce for all income levels, provide alternative marketing opportunities to local agricultural and cottage industries, foster food education, and social gathering/interaction within our community. The market's services function to attract and retain visitors, promote exploration of our city and foster a sense of community friendliness.

The Farmers' Market is an ongoing activity operating every Saturday from mid-June through mid-October each year, **managed by a part-time market manager and supporting staff**. It operates on the Stevenson Waterfront through partnership with the Port of Skamania. This grassy location, **new as of 2020, provides ample space** to accommodate gathering and shopping along with additional vendors. The Stevenson Waterfront has **convenient** parking for a stress-free shopping experience. The Stevenson Farmers' Market pulls in local musicians that can be enjoyed by sitting at one of the picnic tables dabbled throughout **the waterfront or while perusing vendor booths**.

The Stevenson Farmers' Market also doubles the spending power of Women Infant and Children's (WIC) and Senior Farmers Market Nutrition Program (SFMNP) vouchers for additional food assistance for those who need it most. The Stevenson Farmers' Market is a part of the Department of Health's new branding of the SNAP Market Match Program where food stamp funds will be matched at the market up to \$10. For every \$10 withdrawn at the market using EBT 10 additional dollars will be awarded.

These food assistance programs take state funding and put food in struggling people's hands at the same time, that money for the food goes directly to the local farmers in the community instead of big agriculture corporations.

The Power of Produce program will be continuing for the 4th year! This program provides children who attend the market with a \$2 token to spend on the produce of their choice each visit.

The market's attendance has grown 116% since the move to the waterfront, driving both local and outside visitation to downtown Stevenson, with over 6,000 market customers in the 2021 season alone. A planned increased investment in advertising budget and operational support in 2022 allows for the market to grow and thrive, while providing needed food security and family-friendly activities in the community.