AGREEMENT FOR OPERATIONS AND MAINTENANCE OF MEADOWBROOK FARM

This Agreement for Operations and Maintenance of Meadowbrook Farm Agreement ("Agreement") is entered into by and between the City of North Bend ("North Bend"), a Washington municipal corporation, the City of Snoqualmie ("Snoqualmie"), a Washington municipal corporation, collectively as the "Contracting Agencies," and the Si View Metropolitan Park District ("District"), a municipal corporation. The parties to this Agreement are hereinafter referred to collectively as the "Parties."

WHEREAS, the Contracting Agencies intend to become parties to a future Interlocal Agreement ("ILA") for the funding, management, and preservation of Meadowbrook Farm; and

WHEREAS, the Contracting Agencies wish to enter into this Agreement with the District for the District's day-to-day operation and maintenance of Meadowbrook Farm including but not limited to maintenance of buildings and grounds; coordination of schedules for classes, camps, and events; operation and coordination of event rentals; coordination of grant writing; implementation of and coordination of updates to the Meadowbrook Farm Master Plan; and construction of improvements consistent with the Meadowbrook Farm Master Plan;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to formalize the terms and conditions under which the District shall provide day-to-day operations and maintenance of Meadowbrook Farm (hereafter "Farm") including but not limited to the services listed in Section 4 of this Agreement.

2. PROPERTY SUBJECT TO THIS AGREMEENT

The Contracting Agencies are fee simple owners of the Farm as tenants-in-common. The Farm's legal description is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein. A depiction of the Farm boundaries is also set forth in Exhibit A.

3. DURATION AND MODIFICATION

3.1 Duration. This Agreement shall be effective on the later of August 1, 2023, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2028. Thereafter, this Agreement shall automatically renew for an additional one-year term ("Renewal Term"). Any Party may elect to terminate this Agreement on sixty (60) days' written notice of termination to the other Parties, given in accordance with Sections 12 and 16. Additionally, the Parties may jointly agree to terminate this Agreement at any time.

3.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

4. **DISTRICT RESPONSIBILITIES**

The District shall be responsible for the day-to-day maintenance, operation, and management of the Farm which shall include the following activities:

- 4.1 Managing the day-to-day operations of the Farm, including maintenance of buildings, grounds, fields, trails, and maintenance equipment consistent with the Level(s) of Service as set forth in Exhibit B.
- 4.2 Coordinating schedules for classes, camps, and events, with scheduling priority given for educational and public-benefit activities and events over private events.
- 4.3 Coordinating operation of event rentals, including field rentals and Interpretive Center rentals, in accordance with the rental policies and procedures set forth in Exhibit C.
- 4.4 Tracking revenue generated from rentals and fees and reporting same to the Contracting Agencies on a regular basis but no less frequently than quarterly. Quarterly reports shall additionally include the following information: (a) profit and loss statements reflecting actual revenues and expenses and comparisons against budget; (b) the number of events for which the facilities were rented out during the previous quarter and the types of users who rented the facilities; and (c) a summary of any incidents that the District knows or has reason to believe might lead to a claim against one or both of the Contracting Agencies for personal injury or property damage.
- 4.5 Invoicing the Contracting Agencies no less frequently than quarterly for net losses (defined as expenses that exceed the revenue generated pursuant to Section 4.4 herein), but that do not exceed the biennial budget for operations and maintenance established by each Contracting Agency. Each Contracting Agency shall be financially responsible for one-half (1/2) of the net loss upon receipt of the periodic invoice.
- 4.5.1 The invoicing process described herein will begin upon approval of a 2024 budget.
- 4.6 Preparing an annual budget report and request to the Contracting Agencies' Governing Bodies, which shall identify accomplishments, challenges, and expenditures for the year and present a projected budget for the following year as necessary to maintain Level(s) of Service as set forth in Exhibit B and for any additional proposed capital projects. Projected expenditure and budgets shall

include all operating expenses for the Farm, including utilities and appropriate levels of first-party property insurance and third-party liability insurance.

- 4.7 Preparing grant applications and coordinating any capital projects approved by the Contracting Agencies' Governing Bodies consistent with the approved Meadowbrook Farm Master Plan, as amended from time to time, and Capital Improvement Plan.
- 4.8 Engaging in communications and marketing activities concerning the Farm.
- 4.9 Coordinating with the Meadowbrook Farm Preservation Association (the "Association") with regard to docent/interpretive/educational services and other related activities provided by the Association.
- 4.10 Managing updates to the Meadowbrook Farm Master Plan for presentation to and approval by the Contracting Agencies' Governing Bodies.
- 4.11 The Contracting Agencies reserve the right to periodically inspect the work and ensure performance of required duties by the District under this Agreement.

5. CONTRACTING AGENCIES' RESPONSIBILITIES

The Contracting Agencies shall be responsible for the following activities:

- 5.1 <u>Budget Adoption</u>. Each of the Contracting Agencies shall biennially review and approve the Meadowbrook Farm budget with respect to the management and maintenance of the Farm, pursuant to Section 4.6. Each Contracting Agency shall be responsible for obtaining annual budgetary approval from its Governing Body for one-half (1/2) of the total annual budgeted net losses.
- 5.1.1 The Budget Adoption process described herein will begin in 2024.
 - 5.2 <u>Payment of District Invoices</u>. The Contracting Agencies shall timely pay invoices submitted by the District pursuant to Section 4.5, Neither Contracting Agency shall be responsible for payment of invoices that exceed the amount set forth in each Contracting Agency's respective biennial budget.
 - 5.3 <u>Financial Participation in Capital Projects</u>. The Contracting Agencies shall consider proposals from the District related to the completion of Capital Projects pursuant to Section 4.7 and shall provide capital project funding, if at all, on a case-by-case basis. If the District and the Contracting Agencies wish to participate in the joint funding and administration of capital projects, such joint funding shall be documented through a separate contract or agreement and shall not require the amendment of the Agreement herein.

6. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 6.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Parties, their officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from any other Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, officials, subcontractors, volunteers or agents.
- 6.2 Each Party agrees that its obligations under this Section 6 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Parties, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Parties' employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.3 In the event any Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and substantially prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party/Parties.
- 6.4 The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. **PROPERTY**

This Agreement does not provide for the acquisition, holding, or disposal of any real or personal property, and does not affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Farm.

9. NO SEPARATE LEGAL ENTITY

This Agreement establishes a contractual agreement of the Parties for the Contracting Agencies to pay the District, a third party, to maintain the Contracting Agencies' jointly owned property and does not create a separate legal entity or administrative entity.

10. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to engage in mediation before a mutually agreeable mediator, pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In the event mediation is not successful, the Parties agree to the exclusive jurisdiction of the Superior Court of King County, Washington for any lawsuit filed under this Section, and to enforce any judgment entered as a result of any such lawsuit.

11. INDEPENDENT CONTRACTOR

The District is an independent contractor with respect to the services provided under this Agreement. The District will be solely responsible for the acts and omissions of its employees, officials, contractors, agents, and volunteers. Nothing in this Agreement shall make any employee of the District the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employees, employees the City of Snoqualmie are acting as City of Snoqualmie employees, and employees of the City of North Bend are acting as City of North Bend employees.

12. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

| City of North Bend: | Rob McFarland, Mayor 920 SE Cedar Falls Way North Bend, WA 98045 |
|-------------------------------------|---|
| City of Snoqualmie: | Katherine Ross, Mayor 38624 SE River St., PO Box 987 Snoqualmie, WA 98065 |
| Si View Metropolitan Park District: | Susan Kelly, President of the Commission PO Box 346 North Bend, WA 98045 |

13. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement, which is found to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. ASSIGNABILITY

The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

16. TERMINATION OF AGREEMENT

A party to this Agreement may terminate its participation in this Agreement upon written notice to the other Parties, so long as such notice is provided in accordance with Sections 4.1 and 13, above. In the event of termination for the District's nonperformance of its obligations under this Agreement, all right, title, and interest in Farm assets and revenues from Farm operations will revert to the Contracting Agencies as of the termination date. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination.

17. INSURANCE

Each Party shall be responsible for maintaining its own insurance. The indemnification obligations of Section 7, above, shall not be limited by the availability of any insurance or coverage limits.

18. GENERAL PROVISIONS

Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

ACCEPTED AND AGREED TO BY:

SI VIEW METROPOLITAN PARK DISTRICT:

By:____ Susan Kelly, President of Commission Si View Metropolitan Park District

Date:

CITY OF NORTH BEND

By: _____ Rob McFarland, Mayor City of North Bend

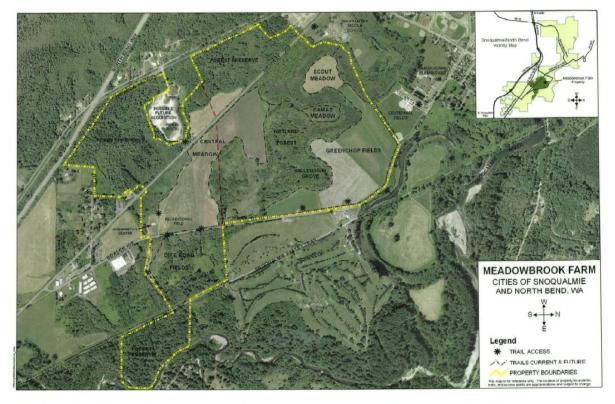
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|-------|--|
| | |

CITY OF SNOQUALMIE

By: _____ Katherine Ross, Mayor City of Snoqualmie

Date:_____

Exhibit A



Property Description and Depiction of Meadowbrook Farm

Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.

Exhibit B

Level of Service Requirements for District's Management and Operation of Farm

The District's operation and maintenance of the Farm shall meet the following minimum levels of service:

- 1. Interpretive Center Facility Building:
 - A. Provide regular janitorial service to the entirety of the Interpretive Center at intervals necessary to keep the building clean.
 - B. Complete regular repairs/maintenance as needed including periodic repainting of walls, refinishing of woodwork, and other repairs and maintenance of interior and exterior of Interpretive Center.
 - C. Inspect Interpretive Center building and grounds prior to and after events to log any damage attributable to an event and follow-up with event sponsors to ensure damage is reimbursed by event sponsors.
 - D. Complete major maintenance and repairs as necessary to ensure proper operation of building components including roof, siding, HVAC, plumbing, and other components as requested and funded by the City of North Bend and the City of Snoqualmie.
- 2. Interpretive Center Grounds:
 - A. Regularly mow Interpretive Center lawn as necessary to keep lawn attractive and functional for events: for purposes of this subsection, the lawn shall be mowed weekly from April through July and from October through November. From November through April the lawn shall be mowed as needed to keep the lawn attractive and functional.
 - B. Regularly weed and prune the landscaped beds around the Interpretive Center.
- 3. Fields:
 - A. Mow East Meadow twice per month between April and July and from October through November, and additionally as necessary based on site/building rental needs. The spring dates are flexible based on newborn elk and nesting birds, often found in May and June.
 - B. Mow Central Meadow, Scout Meadow, Camas Meadow, Greenchop Field, and potato field three times per year or as necessary to keep invasive bushes and trees (blackberries/alder/etc.) at bay. Perform additional specific mowing as needed for rentals and events, or as arranged for specific fields by Snoqualmie Tribe for habitat/prairie maintenance.
 - C. Blade fields used for events a minimum of twice each spring to smooth fields and remove mole hills that have developed.
 - D. Provide periodic cleanup of fallen trees, branches, and debris as necessary to keep fields clear for maintenance and use.

- 4. Trails:
 - A. Mow all trail edges every 3 weeks during the growing season.
 - B. Remove weeds from trail surface maintenance annually.
 - C. Regularly clear fallen trees, branches and debris from trail surface and remove adjacent tree hazards as necessary.
- 5. Culverts/causeways:
 - A. Perform periodic culvert clearing/repair as necessary to maintain drainage.
 - B. Perform periodic repair/resurfacing of causeways to maintain access to fields.

The Contracting Agencies reserve the right to periodically inspect the work performed by the District under this Agreement.

| n | | |
|---|------------------------|-------------------------------------|
| Revenue Rentals – Interpretive Center/Field Rentals | \$110,000.00 | (based off 2022) |
| Total Revenue | \$110,000.00 | |
| Review Meadowbrook Operational Costs | | |
| Building: | | |
| • Heat, light, water, alarm | \$4,620.00 | |
| • Lawn area | \$5,550.00 | |
| • Driveway, parking area | \$5,000.00 | |
| Building maintenance | \$9,894.00 | |
| Janitorial/supplies | \$1,304.30 | |
| Landscaping | \$9,894.00 | |
| Other/Misc | \$9,894.00 | |
| (building maint, landscaping, other based of | f 10 hrs/wk for 52 wks | divided equally. Si View employee.) |
| | | |
| Total | \$46,106.30 | |
| Field Mowing/Maintenance (using 2020 hours) | | |

| Field Mowing/Maintenance (using | 2020 nours) | | |
|--|-------------|------------------|--|
| | Hours | \$27 Hourly Rate | |
| • Rec field | 253 | \$6,831.00 | |
| • Potato field | 251 | \$6,777.00 | |
| • Driving range | 49 | \$1,323.00 | |
| Centennial | 96 | \$2,592.00 | |
| • Central meadow | 239 | \$6,453.00 | |
| Dike road | 87 | \$2,349.00 | |
| Swing rock | 50 | \$1,350.00 | |
| Camas meadow | 10 | \$ 270.00 | |
| • Scout field | 6 | \$ 162.00 | |
| Totals | 1041 | \$28,107.00 | |
| | | | |
| Equipment maintenance/reg | pair | \$5,542.00 | |
| Operator insurance | | | |
| • Fuel | | \$3,675.00 | |
| Total | | \$9,217.00 | |
| Trail Maintenance | | | |
| Includes trailside mowing | | \$3,520.00 | |
| Trail spraying/weed contro | 1 | \$ 909.00 | |
| Herbicide | | \$ 385.00 | |
| | | | |
| Total | | \$4,814.00 | |
| Rentals | | ¢20,227,00 | |
| • Full time staff | | \$29,337.00 | |
| Part time staff | | \$13,500.00 | |
| Sound Cleaning | | \$25,000.00 | |
| Total | | \$67,837.00 | |
| Total Expenditures | | \$156,081.30 | |
| Net Total | | (\$46,081.30) | |

Exhibit C

RENTAL POLICIES FOR MEADOWBROOK FARM INTERPRETIVE CENTER FACILITY

1. FACILITY DEFINED

The Meadowbrook Farm Interpretive Center Building and the Interpretive Center grounds are herein referred to as "the Facilities."

2. **RIGHT OF REFUSAL**

The District reserves the right to limit or deny rental of the Facilities due to staff availability, incompatibility of the rental request with the Facilities, incompatibility of the rental request with the District's mission, or for other similar reasons.

3. FACILITY USAGE PRIORITY

- A. The District's programs and activities take precedence over all other requests to use the Facilities except for the Contracting Agencies' activities. Should the District and Contracting Agencies' use of the Facilities conflict, the Parties shall meet and resolve the conflict.
- B. The Contracting Agencies' sponsored public meetings, public events, public activities, and any organizations that have a contractual relationship with the Contracting Agencies shall take precedence over all other events.

4. FACILITY RESERVATIONS

- A. The District will serve as the Rental Administrator for the Facilities.
- B. Rentals at the Facility are subject to availability and may be reserved during the following times:

| Monday – Thursday | 7:00 a.m. – 10:00 p.m. |
|-------------------|------------------------|
| Friday | 7:00 a.m. – midnight |
| Saturday | 8:00 a.m. – midnight |
| Sunday | 8:00 a.m. – 10:00 p.m. |

- C. Reservations may be made for the next calendar year. Non-profit groups that qualify for non-profit rental fees may reserve space up to three (3) months in advance, unless otherwise approved by the District.
- D. Rental requests must be made at least seven (7) days in advance for events scheduled during regular business hours, Monday Friday, 9:00 a.m. 5:00 p.m. Reservations must be made at least thirty (30) days in advance for events scheduled during non-

business hours. Reservation requests received with less notice than previously specified may not be accommodated.

- E. Rental applications are accepted Monday through Friday, from 9:00 a.m. to 5:00 p.m. at the location specified by the designated agent. Rental reservations are accepted on a first come, first served basis, subject to the restrictions outlined herein. Reservations are confirmed and the rental date and time secured when the rental fees have been paid in full.
- F. Weekday rentals require a three-hour minimum rental. Weekend rentals require a five-hour minimum rental. Additional rental time may be added in ¹/₂ hour increments.
- G. Long-term and ongoing rentals require approval by the District. In most cases requests for an ongoing rental will be approved for no more than six (6) months at a time.
- H. All reservation requests are subject to review and approval by the District.

5. FACILITY RENTAL FEES

Facility rental fees are established by the District. Facility rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the 2023 fee schedule is attached as Exhibit D and available from the District for subsequent years.

6. DAMAGE DEPOSITS

- A. Facility rental damage deposits are established by the District. Facility rental damage deposit fees are generally reviewed on an annual basis and adjusted using a comparative fee study. Damage Deposit fees are subject to change without notice.
- B. All private rental groups using the Facility will be charged a damage deposit, except as authorized in writing by the District.
- C. The damage deposit is due in full two (2) weeks prior to the date of the event for which the Facility is rented.
- D. Damage deposits are fully refundable provided the following conditions are met:
 - 1. The rented Facility is left in a clean and orderly manner.
 - 2. The Facility was not damaged as a result of the rental.
 - 3. Use of the Facility did not exceed the scheduled reservation time.
 - 4. All Facility equipment is accounted for and not damaged or broken.
 - 5. Additional staff time was not required as part of the rental.
 - 6. All rules/guidelines governing rental use of the Meadowbrook Farm facilities were met.

E. If all conditions are met to the satisfaction of the District, a refund will be processed within four (4) weeks of the event date. If the conditions are not met to the satisfaction of the District, an appropriate fee, as determined in the reasonable discretion of the District, will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs.

7. RENTAL CANCELLATIONS

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty-five dollars (\$25) per reserved room or fifty percent (50%) of the rental fees, whichever is less, when more than two (2) months' notice is given. Groups that have reserved facilities on multiple dates may be charged a cancellation fee of up to twenty-five dollars (\$25) for each date and room reserved.
- B. Cancellations made between two (2) weeks and two (2) months before the date of the event will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.

8. RENTAL DATE AND TIME CHANGES

All Facility rental date and time change requests are subject to staff and room availability. Additional rental time must be paid for at the time the request is made. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' notice.

9. ALCOHOL SERVICE AND CONSUMPTION

- A. If private rental groups would like to distribute, serve, or consume alcohol during their rental event, they must complete an Alcohol Beverage Request Form (ABRF). Completing an ABRF does not guarantee that a rental group will be allowed to serve alcohol during their event. The ABRF is reviewed by the District, or its designated agent and a decision rendered within two (2) weeks of receiving the ASRF.
- B. Alcohol may be served in the Interpretative Center only, except where special permission is granted by the District. Alcohol may be served during the following times:

| Monday – Friday | Consult Designated Agent |
|-----------------|--------------------------|
| Saturday | 10:00 a.m. – 11:00 p.m. |
| Sunday | 10:00 a.m. – 9:00 p.m. |

C. Extra charges will apply if the rental administrator determines additional staff are needed during the event based on the presence of alcohol, estimated attendance, time

of the reservation, or any other factors affecting the safe use of the Facility. The renter is responsible for all additional staffing costs.

- D. If alcohol service is approved, the following rules and regulations shall apply:
 - 1. Rental groups must obtain a Washington State Banquet Permit. A copy of the permit shall be submitted to the designated agent a minimum of five (5) business days prior to the event. The original permit must be displayed in the room during the rental event.
 - 2. Alcohol is permitted in the Interpretive Center and the adjacent grass area only. Alcohol is prohibited in all other areas of the Facility including the grounds and the parking lot, except by permission of the District. "No alcohol beyond this point" signs shall be posted at the perimeter of any event where alcohol is served.
 - 3. Rental groups are responsible for the conduct and behavior of their participants and any problems related to the presence of alcohol. Rental groups must attest in their rental agreements that no alcohol will be served to minors.
 - 4. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are not permitted.
 - 5. Kegs are prohibited.
 - 6. Alcohol may only be served during the times approved on the ABRF.
 - 7. The rental group is required to pay \$250 facility rental cleaning fee.
 - 8. Additional liability insurance may be required if, in the discretion of the District, the coverage or limits are deemed insufficient.
- E. Rental groups serving alcohol during their event without approval from the District may forfeit their entire damage deposit and face additional charges.

10. RENTAL USAGE GUIDELINES

- A. Maximum room capacities are designated by the District in cooperation with Eastside Fire and Rescue and must be adhered to. Rentals that exceed approved capacities may be cancelled immediately and the entire damage deposit withheld.
- B. The Facility will be unlocked at the time the rental is scheduled to start by a Rental Administrator staff member.
- C. Room set-up is the responsibility of the renter. Set-up time must be included in the rental reservation. Rental groups will not be allowed early access to the Facility.
- D. The District provides a limited amount of equipment for use during rental events. Rental groups should consult with Rental Administrator staff prior to booking their event for a list of available rental equipment. Rental groups may elect to bring in additional equipment for the event. Rental equipment is subject to approval by the Rental Administrator.

- E. Delivery of items for a rental event must occur during the scheduled rental time. Rental Administrator staff will not sign for delivery items and early deliveries will not be accepted.
- F. Only freestanding decorations are permitted. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows. Damage resulting from the use of tape or other adhesives will result in the loss of all or a portion of the damage deposit.
- G. The use of flammable materials is regulated by Eastside Fire and Rescue. The only types of candles allowed at the Interpretive Center are floating candles. The wick of the candle must be at least 4-6 inches below the opening and trimmed to a height of 1/2" or less. Candles must be floating in water.
- H. Outdoor fires are permitted only in the Contracting Agencies'-owned fire pit, which may be rented for an additional fee. Fires are allowed in the gravel area behind the Interpretive Center or on grass in designated areas only. Fires must be reachable by a hose. Use of the fire pit requires a recreational burn permit from Eastside Fire and Rescue. Obtaining the appropriate permit is the responsibility of renter. Use of fire pits may be prohibited during the burn ban.
- I. Rice, birdseed, confetti, glitter, and dance wax are prohibited in the Interpretive Center.
- J. Fog and smoke machines are prohibited in the Interpretive Center. The use of these machines may activate the fire alarm resulting in immediate evacuation and possible cancellation of the rental event.
- K. The use of barbecues is restricted to the grass area only. Residential, kettle-style or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of District. It is the responsibility of the rental group to dispose of ashes and briquettes at a location other than the Facility.
- L. Fireworks are not permitted at Meadowbrook Farm.
- M. At the conclusion of the rental, all personal items must be removed from the Facility. Rental groups are not allowed to store any items.
- N. The rental group is required to pay a mandatory cleaning fee to the District when the expected guest count exceeds 50 or more persons or the rental includes consumption of alcohol, per the fee schedule outlined in Exhibit D.
- O. The rental group is responsible for cleaning the Facility. The following items must be addressed to avoid additional charges:
 - 1. All Facility equipment shall be cleaned and returned to the proper storage location.
 - 2. All decorations and personal items shall be removed from the Facility.

- 3. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- 4. All floors shall be swept and mopped if necessary.
- P. The Rental Administrator staff will provide cleaning equipment and supplies. The staff person will conduct a post-event inspection at the conclusion of the event.
- Q. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group. If a rental group exceeds the time reserved, they will be charged additional time and/or it may be deducted from the damage deposit.
- R. Failure to follow the rental guidelines may result in forfeiture of the damage deposit, additional charges, and/or denial of future rental usage.

11. INSURANCE FOR PRIVATE RENTAL EVENTS

- A. The following events and/or groups may be required to carry insurance naming the Contracting Agencies as additional insureds:
 - 1. Corporate hosted functions of any size.
 - 2. Rental events in excess of 200 participants.
 - 3. Rental events that include the grounds as part of the event.
 - 4. Any rental event where alcohol is to be sold.
 - 5. Other conditions that may increase liability risk for the Contracting Agencies.
- B. The District will evaluate all Facility rental requests and determine whether or not additional liability insurance is required.
- C. If liability insurance is required, the rental group shall provide a certificate of insurance naming the Contracting Agencies as additional insureds. The certificate must state that the policy may not be cancelled without thirty (30) days written notice provided to the Rental Administrator. The insurance certificate must be on file fourteen (14) days prior to the rental event. The certificate should provide combined single limit coverage of at least \$1,000,000.00 for each occurrence with a 10-day cancellation clause.

12. NON-PROFIT RENTAL USAGE OF FACILITIES

- A. Non-profit rental fees are established by the District. Non-profit rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Non-profit rental fees are subject to change without notice.
- B. The Facility is available for discounted use by non-profit organizations located within the boundaries of the Snoqualmie Valley School District. Facilities are available for discounted use by non-profit organizations for events that directly pertain to the business of the organization. Personal and social occasions will not be recognized as

a non-profit event. Examples of personal and social occasions include birthday celebrations, holiday parties, anniversary parties, and retirement events.

- C. To qualify for the non-profit rate, the organization must submit an application for Reduction of Rental Fees. The Application for Reduction of Rental Fees is valid for the calendar year only and must be renewed on an annual basis. The requesting organization must provide proof of non-profit status as defined by the Internal Revenue Service 501(c)3 guidelines at the time of application. If approved, the requesting organization will be eligible for non-profit rental rates at the Facility for the calendar year.
- D. Non-profit Facility rentals may be scheduled up to three (3) months in advance, unless otherwise approved by the Rental Administrator.
- E. The non-profit group is responsible for room set-up, breakdown, and clean-up in its entirety. The person that reserved the Facility must be on-site during the entire reservation including set-up and clean-up time.
- F. Non-profit organizations agree to abide by all other rental policies and procedures.

Exhibit D



MEADOWBROOK FARM FEES 2023

Meadowbrook Farm

1711 Boalch Ave NE, North Bend WA 98045

The Meadowbrook Farm Interpretive Center is the perfect location for weddings, family reunions, business retreats and social events. Your guests will enjoy the spectacular view of Mt. Si and the serenity of the Snoqualmie Valley. The center boasts a natural log interior with large barn-style sliding doors providing the option for open air events. The Interpretive Center accommodates 75 or more guests depending on your arrangement. Please call for a personal tour of the Interpretive Center. Building capacity is 125. Wifi is not available.

| RENTAL FEES | | July- Sept | |
|--|--------|---------------|--|
| Oct-June (3 hour minimum rental) | | | |
| July-Sept (5 hour minimum rental) | | | |
| Building Weekday Rentals - HOURLY RATES | | | |
| Monday-Friday (7am-5pm) | \$86 | \$86 | |
| Monday-Thursday (5pm-10pm) | \$109 | \$109 | |
| Friday (5pm-12am) | \$152 | \$166 | |
| Building Weekend Rentals - PACKAGE RATES | | | |
| Saturday/Sunday (10 hour rental) | \$1599 | \$1769 | |
| Saturday/Sunday (5 hour rental) | \$855 | \$940 | |
| Additional Hourly Rate | | \$198 | |
| Field Rentals | 1 | 505 | |
| Rec Field OR Dike Road Field w/o Building | | \$490 | |
| Rec Field w/ Building (parking) | | \$330 | |
| Dike Road Field w/ Building | | \$330 | |
| Additional Fees | | 30 | |
| Alcohol Fee—Groups 99 or less | | \$50 | |
| Alcohol Fee—Groups 100 or more | | \$100 | |
| Additional Staffing Fee (groups over 125) | | /hr | |
| Commercial Rentals | | Negotiable | |
| OPTIONAL ITEMS | | | |
| Rental Set Up - indoors only | | \$175 | |
| Rental Clean Up* - indoors only | | \$250 | |
| ire Pit (Additional Permit Required) \$35 | | 1 | |
| Arbor Rental | | \$50 | |
| AV Use (limited capabilities) | | \$50 | |
| required with alcohol or if group size is 50 or more | | | |



Updated: 5/18/2023

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3



Extra Services

Set-up Package (and what if I don't purchase?)

Table and chair set up by Si View staff is available for \$175. If purchased, tables and chairs will be set up according to the customer's layout prior to the rental start time. Renters can expect to enter the space at the start time with these items in place. Set-up package is only available for indoors.

If the set-up package is not purchased, renters can expect to enter a clean, empty space and begin setting up tables and chairs at the rental start time. Also, if the set-up package is not purchased, renters are not allowed into the building prior to the rental start time to begin this task.

The set-up package must be added to your rental a minimum of one month before the event, and is available only if the room is available prior to your scheduled start time. The set-up package includes set-up of MEAD-OWBROOK owned tables/chairs only. No decorating or set-up of rented tables/chairs is included. Exterior set up is the responsibility of the renter. The set up package also does not include the moving of and tables/ chairs throughout the rental.

Clean-up Package (and what if I don't purchase?)

The indoor clean-up package can be purchased for \$250. Purchase is required for groups of 50 or more, or if alcohol is consumed (regardless of guest count). If purchased, renters are required to clear the building of all belongings, decorations, and guests by the end rental time. Si View staff will then handle clean up responsibilities—clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet.

If the clean-up package is not purchased, renters are required to clear the building of all belongings, decorations, guests, and handle clean up responsibilities (clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet) by the end rental time.

The clean-up package must be added on at least one month prior to the event if not included in the original agreement. For a rental to be eligible for the cleanup package their event must end no later than 11pm. Please note the cleanup package includes clean up INSIDE the interpretive center. All equipment set up outside must be returned inside and any garbage cleaned up by the renter.

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