

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE
CITY OF SNOQUALMIE REGARDING THE OPERATION AND MAINTENANCE OF
MEADOWBROOK FARM**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ___ date of _____, 2023, by and between the City of North Bend, a Washington municipal corporation, and the City of Snoqualmie, a Washington municipal corporation (together “the Parties” or “the Cities”).

RECITALS

A. The Cities are municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW.

B. The Cities are owners of certain property generally referred to as Meadowbrook Farm Preserve (“the Farm”). The Farm consists of 462 acres, lies partially within each city, and is described as set forth in Exhibit A (“the Property”). The Cities purchased the Property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation and Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the property as open space land for passive recreational uses, among other restrictions.

C. In 1996, the Cities entered into an Interlocal Cooperation Agreement (“1996 ILA”) requiring the Cities to manage the Farm jointly until such time as both Cities approve of the form of organization tasked with the management and operation of the Farm, and further providing that the Cities enter into a contract with the organization to manage the daily operation of the Farm.

D. In 1997, the Meadowbrook Farm Preservation Association (“MFPA”) was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the Cities for the management and administration of the Farm.

E. In 1998, the MFPA entered into an ILA with the Cities (“1998 ILA”) for the MFPA’s operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023.

F. In 1999, the Meadowbrook Farm Master Plan (“Plan”) was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and the Plan was updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

G. The Parties wish to enter into this ILA to provide for an updated governing, management and educational plan, to ensure that the preservation, maintenance, and management of the Farm remains consistent with legal restrictions on the use of the Farm, and to coordinate the Parties’ respective long-range visions and shared objectives for the Farm; and to provide for day-to-day operation and management of the Farm.

NOW, THEREFORE, the Parties have entered into this Agreement under the terms and conditions set forth herein:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which the Farm will be operated and maintained in order to preserve the Farm as public open space consistent with all applicable restrictions set forth in deeds; Ch. 84.34 RCW; ordinances, regulations and requirements of the CFT grant; and the RCO Program Manuals. The Plan, as presently constituted or hereinafter amended, shall serve as the primary guiding document to inform the preservation, use, maintenance, operations, and capital investment programs for the Farm.

2. FARM OWNERSHIP

The Cities are fee simple owners of the Farm as tenants-in-common. A property description of the Farm, including a map and the parcel numbers, is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein.

3. EXHIBITS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by this reference as if fully set forth herein:

- A. Description of the Property (Exhibit A);
- B. King County Conservation Futures Program Manual;
- C. Interagency Committee for Outdoor Recreation (“IAC”) Deed of Right to Use Land for Public Recreation Purposes – IAC Project #96-196A – November 12, 1996;
- D. Warranty Deed recorded with the King County under recording number 9312020903;
- E. Warranty Deed recorded with the King County under recording number 9401313166;
- F. Warranty Deed recorded with the King County under recording number 9612311332; and
- G. 2013 Meadowbrook Farm Master Plan and future amendments thereto.

4. USE RESTRICTIONS

The following restrictions on the Farm are permanent and any amendments or revisions thereto must comply with the Conversion processes available through the funding agencies, which the Parties agree not to seek unless mutually agreed upon in the interest of and in consistency with the goals and objectives of the Plan:

- 4.1 Conservation Futures Use Restrictions. The Farm is the subject of a CFT grant secured in 1993 for the acquisition of the Farm. An Interlocal Cooperation Agreement executed in 1993 by King County and the Cities, effective in perpetuity, obligates the Cities to maintain the Property consistent with CFT use restrictions.

- 4.1.1 CFT use restrictions are set forth in the Conservation Futures Program Manual (“Manual”) attached hereto as Exhibit B. Under the Manual, owners must maintain the Property in perpetuity as open space consistent with the definition of “open space” in RCW 80.34.020(1) which restricts use to low impact, passive-use recreation; and non-motorized use where no more than 15% of the total surface area of the Property may be impervious surfaces (excluding trails). Appropriate low impact passive recreation uses include hiking; walking; horseback riding; mountain biking on dispersed trails; fishing; gardening or farming; free play on grass (e.g., kicking a ball or tossing a frisbee); picnicking; nature viewing; and such other uses that do not require significant built infrastructure or programming which may be compatible.
- 4.1.2 Specific examples of incompatible uses and infrastructure set forth in the Manual include but are not necessarily limited to recreational uses that require extensive/intensive infrastructure, development, and/or programming; ballfields; golf courses; disc golf courses; campgrounds; fenced off-leash dog parks; a mountain biking park with a high density of trails and/or constructed course features; a dedicated equestrian training area with constructed course features; and regularly scheduled, organized events that could damage the Property’s resources.

4.2 Recreation and Conservation Office (formerly IAC) Use Restrictions.

- 4.2.1 The Cities are prohibited from any use of the Farm that is inconsistent with the RCO Project Agreement (WWRP Project No. 96-196A) attached hereto as Exhibit C. Any use not consistent with Exhibit C will result in a “Conversion” of the Farm or portions thereof and will require the Cities to ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which RCO assistance was originally granted will be substituted in the manner provided for in chapter 79A.25 RCW.
- 4.2.2 The following activities are prohibited Conversions: property interests conveyed for non-public outdoor recreation or habitat conservation uses; non-outdoor recreation or habitat conservation uses (public or private) that are made of the Property without approval of the RCO; development of non-eligible indoor recreation facilities within the Property without prior approval of the RCO; termination of public use; major changes to the scope of use of the Property without RCO approval.

4.3 No Exclusion of the Public and No Private Sub-lease of the Farm or Portions Thereof. All uses of the Farm shall be consistent with maintaining public open space and public access consistent with Use Restrictions described in this Section. No uses of the Farm shall be allowed that would exclude or limit reasonable public

access (excepted in limited areas as may be appropriate for designated fish and wildlife habitat conservation areas and/or temporary habitat restoration measures) or which would constitute private sub-leases of the Property.

5. DURATION AND MODIFICATION

- 5.1 Duration. This Agreement shall be effective on the later of May 4, 2023, or the last signature hereon and shall continue through midnight on May 3, 2033. Thereafter, this Agreement shall automatically renew without further action by the Parties on a yearly basis unless otherwise modified or terminated, as provided for in Sections 5.2 and 18 respectively.
- 5.2 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.

6. MEADOWBROOK FARM GOVERNING BODY

- 6.1 Membership. The Meadowbrook Farm Governing Body (“Governing Body”) shall be comprised of the Mayor of the City of North Bend and the Mayor of the City of Snoqualmie (each individually a “Member,” and collectively the “Members”). Each Member may appoint a designee to serve in the absence or unavailability of the Member.
- 6.2 Voting. Each Member shall have an equal vote on all matters coming before the Governing Body for a decision. Each Member shall uniformly support decisions of the Governing Body.
- 6.3 Responsibilities. The Governing Body shall be responsible for the following activities:
- 6.3.1 Budget Adoption and Funding. The Governing Body shall annually review and approve a budget of estimated revenues and expenses to be incurred with respect to the operation and maintenance of the Farm and Interpretive Center. Each Member shall be responsible for obtaining annual budgetary approval from that Member’s jurisdiction for one-half (1/2) of the total annual budgeted expenses.
- 6.3.2 Operation and Maintenance Services. The Governing Body shall consider and make appropriate provision for operation and maintenance of the Farm and all equipment and facilities located thereon, including by execution of one or more interlocal agreements and/or contracts for services with one or more Governing Body Members, non-Member governmental or nonprofit organizations, or private entities. Operation and maintenance services may include, but are not limited to, the following:

- 6.3.2.1 Management of the day-to-day operations and maintenance of the Farm, including maintenance of buildings and grounds, fields, forests, trails, and equipment consistent with any level(s) of service established within the Agreement for Operations and Maintenance of Meadowbrook Farm;
- 6.3.2.2 Coordination of schedules for classes, camps, and events, with scheduling priority given for educational activities over event planning;
- 6.3.2.3 Coordination and operation of event rentals;
- 6.3.2.4 Preparation of grant applications and coordination of any recommended capital projects;
- 6.3.2.5 Construction and installation of improvements consistent with the Farm Master Plan and Capital Improvement Plan;
- 6.3.2.6 Engagement in communications and marketing concerning the Farm;
- 6.3.2.7 Provision of docent/interpretive/educational services and/or activities; and
- 6.3.2.8 Review and approval, in the Governing Body's reasonable discretion, of such projects proposed pursuant to Section 6.3.2.5, for incorporation into the 2013 Meadowbrook Farm Master Plan and future amendments thereto and any Annual Capital Plan approved by the Governing Body. Such approval implies working to secure funding through their respective jurisdiction's budget approval authority and/or other funding sources.

6.3.3 Review/Approval of Funding the Governing Body May Provide to the Meadowbrook Farm Preservation Association.

6.3.3.1 The Meadowbrook Farm Preservation Association ("MFPA") has been and is anticipated to continue to be the primary entity delivering educational and interpretive programming of the Farm.

6.3.3.2 The Governing Body intends to enter into a Memorandum of Understanding ("MOU") with the MFPA to provide educational, interpretive, and potentially other services as authorized by the Governing Body.

6.3.3.3 As such, that MOU will require, annually, the MFPA to report to the Governing Body a summary of the MFPA's activities, revenues, and

expenses. The report can at that time provide, if requested by the MFPA, a budget supplement request to the Governing Body for the coming year. The MFPA's budget request shall be for the MFPA's provision of docent and interpretive services to Farm guests and visitors for the coming year ("MFPA Supplemental Funding Request") and shall be subject to approval by a majority vote of Governing Body Members ("Approved MFPA Supplemental Funding"). Nothing in this Agreement should be interpreted to guarantee supplemental funding.

6.3.4 Additional Governing Board Responsibilities. The two City Members of the Governing Body shall make necessary arrangements for the provision of insurance, police protection, fire protection, garbage service, utilities, and other such support services associated with the maintenance and protection of the Property including the Interpretive Center and any associated infrastructure improvements. Although each City as owners of the Property will obtain these services, each Party to this Agreement will contribute financially in an amount equal to one-half of the cost of these additional services. If a Member does not fund its share of the support services identified in this Section 6.3.4, the Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member funds its share of the support services, in which case the Member's voting privileges shall be reinstated.

7. MEADOWBROOK FARM ADVISORY BODY

7.1 Advisory Body Membership. The Meadowbrook Farm Advisory Body ("MFAB") shall be comprised of one North Bend staff representative, one Snoqualmie staff representative, one MFPA representative, one Si View Metropolitan Park District (SVMPD) representative, one Snoqualmie Valley Historical Society representative; one Snoqualmie Valley School District representative, one King County representative, one Mountains to Sound Greenway Trust representative, one Snoqualmie Tribe representative, and one Elk Management Group representative. To avoid any direct or potential conflict of interest, a SVMPD Commissioner shall not serve on the MFAB or the MFPA's governing body.

7.2 Chair of MFAB. The staff representatives of the Cities shall Chair MFAB meetings and set meeting times and agendas in consultation with MFAB members. The Chair(s) may name one or more other MFAB members to assist in taking minutes, writing reports or other duties as determined are needed.

7.3 Advisory Body Responsibilities. The MFAB shall be responsible for recommending and guiding updates to the Plan, for recommending Farm capital improvements, and for identifying and making recommendations concerning Farm policy and Farm use issues for the Governing Body's consideration. The MFAB shall make its recommendations to the Governing Body each year, and the MFAB's

recommendations shall be presented prior to each Member's City Council annual budget preparation.

- 7.4 Organization Chart. The reporting structure of the MFAB and the Governing Body are depicted in Exhibit D.

8. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 8.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its 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 the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its officers, officials, employees, or agents.
- 8.2 Each Party agrees that its obligations under this provision 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 Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees or agents. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.3 In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- 8.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

9. 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.

10. PROPERTY

This Agreement does not provide for the acquisition or disposal of any real or personal property at this time, and nothing herein affects the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property or any improvements thereon or any equipment used in the operation or maintenance thereof.

11. NO SEPARATE LEGAL ENTITY

This Agreement establishes a joint operation of the Parties and does not create a separate legal entity or administrative entity.

12. 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 endeavor first to settle the dispute in an amicable manner by mediation 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. The Parties shall not resolve a dispute by mandatory arbitration. In the event mediation is not successful, the Parties agree to the jurisdiction of the Superior Court of King County, Washington over any lawsuit filed under this Section.

13. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party 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 employment. At all times pertinent hereto, employees of the City of North Bend are acting as City of North Bend employees and employees the City of Snoqualmie are acting as City of Snoqualmie employees.

14. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

City of North Bend:
Rob McFarland, Mayor
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:
Katherine Ross, Mayor
38624 River Street
P.O. Box 987
Snoqualmie, WA 98065

15. 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 shall prove 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.

16. ASSIGNABILITY

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

17. 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.

18. TERMINATION OF AGREEMENT

Any Party may terminate this Agreement by delivery of written notice of termination no fewer than ninety (90) days prior to termination.

19. RECORDING

Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the Parties' respective websites listed by subject matter.

20. INSURANCE

Each Party shall be responsible for maintaining its own insurance.

21. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, 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.

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ACKNOWLEDGED AND AGREED TO BY:

CITY OF NORTH BEND

CITY OF SNOQUALMIE

Rob McFarland, Mayor
Signed: _____

Katherine Ross, Mayor
Signed: _____

ATTEST/AUTHENTICATED:

By: _____
North Bend City Clerk

By: _____
Snoqualmie City Clerk

APPROVED AS TO FORM:

By: _____
Kendra S. Rosenberg
North Bend City Attorney

By: _____
David A. Linehan
Snoqualmie City Attorney

Dated: _____

Dated: _____