

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BEND, THE CITY OF SNOQUALMIE, AND THE MEADOWBROOK FARM PRESERVATION ASSOCIATION FOR DOCENT SERVICES ON THE MEADOWBROOK FARM

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into on this ___ date of _____, 2024, by and between the City of North Bend, a Washington municipal corporation; the City of Snoqualmie, a Washington municipal corporation; and the Meadowbrook Farm Preservation Association, a non-profit organization (“MFPA”). The City of North Bend and the City of Snoqualmie shall collectively be referred to herein as “the Cities.” The City of North Bend, the City of Snoqualmie, and the MFPA shall collectively be referred to herein as “the Parties.”

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 the 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 grant funding (“CFT”), grant funding from the Washington State Recreation 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 1997, the 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.
- D. The MFPA is currently governed by a volunteer board with members appointed by the Cities of Snoqualmie and North Bend, the Snoqualmie Tribe, the Snoqualmie Valley School District, the Snoqualmie Valley Historical Society, King County, the Upper Snoqualmie Valley Elk Management Group, and the Mountains to Sound Greenway, as well as staff member representatives from the Cities and other involved community members.
- 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 The 1998 ILA expired on May 4, 2023 and was superseded by a new ILA between the Cities entered on May 21, 2024 addressing the governance of the Meadowbrook Farm.
- F. The Parties wish to enter into this Agreement consistent with the Meadowbrook Farm Master Plan (“Plan”), which was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

- G. The Cities intend to contract with service provider(s) for day-to-day operation and maintenance of the Farm (“Operations Contractor”) 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 Plan; and construction of improvements consistent with the Plan;
- H. The Cities recognize the vital role that the MFPA has served in the past to manage and maintain the property, fund and build the Interpretive Center building, and to collect, preserve, display, and to interpret the history and natural history of the Farm and vicinity, and this Agreement is intended to clarify the Parties’ roles going forward;
- I. This Agreement reflects the MFPA’s role to research, and to preserve and share the history and natural history of the Farm through educational and interpretive programming. The MFPA will continue to act as stewards of Meadowbrook Farm, focusing on the rich Farm history and natural history, engaging with the community consistent with legal restrictions on the use of the Farm and the shared objectives for the Farm set forth in the Governance Interlocal Agreement between the Cities, attached as Exhibit B.

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 MFPA shall provide educational and interpretive programming, as well as special projects. Special projects will be in coordination with SVMPPD, align with the master plan and reviewed by the Meadowbrook Farm Advisory Body. The goal is to enhance the offerings at the Farm in order to preserve the Farm’s history and natural history as an important public open space consistent with all applicable restrictions set forth in deeds, grant agreements, and codes and regulations.

2. FARM OWNERSHIP AND ACCESS

The Cities are fee simple owners of the Farm as tenants-in-common. The Cities grant the MFPA non-exclusive access to the Farm for activities as authorized within the Scope of Services provided in Section 3 for the duration of this Agreement. The Cities’ grant of access to the MFPA may be limited or revoked at will by the Cities as provided in this Agreement.

3. SCOPE OF SERVICES

3.1 The MFPA shall perform all services in a professional manner. The MFPA shall not permanently alter the Farm or engage in any activity that prevents the public use of the Farm. Nothing in this Agreement shall be considered to create an employer-employee relationship between the Parties, and MFPA members are not entitled to any benefits afforded to either of the Cities’ employees.

- 3.2 The MFPA shall submit an Education Program Plan (“MFPA Educational Program Plan”) biennially to the Cities by September 1 before the beginning of the Cities’ biennial budget cycle. This plan will describe the activities of the previous two-years, identify accomplishments and challenges, discuss the plan for the coming two-year period, and the revenues and expenditures related to the same. The MFPA may choose to concurrently submit a funding request for the MFPA’s provision of interpretive services to Farm guests and visitors for the upcoming two years (“Funding Request”). Any such Funding Request shall be solely subject to budget approval authority of the Cities’ respective Councils (“Approved MFPA Funding”). The Funding Request shall take the form of a draft budget. Such Funding Request and MFPA Educational Program Plan shall not require the Cities to fund or adopt the MFPA Educational Program Plan.
- 3.3 The MFPA shall deliver educational services and programming as identified in their adopted MFPA Educational Program Plan.
- 3.4 The MFPA shall apply for, and obtain, all necessary permits prior to conducting the activities in the MFPA Educational Program Plan.
- 3.5 Nothing in this Agreement should be interpreted to guarantee approval of the Funding Request for the following biennium. The MFPA will be required to sign a contract with the Cities for the funds granted pursuant to the Funding Request.
- 3.6 In performing services, the MFPA shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds.
- 3.7 The Cities shall pay the MFPA for services rendered on an annual basis a minimum of three thousand dollars (\$3,000) or amount sufficient from each City to cover basic organizational functions including insurance as required by this MOU and bookkeeping. Any amount over the amount sufficient to provide these basic functions shall be subject to a Funding Request submitted by the MFPA to the City/cities consistent with Section 3.2.
- 3.8 Upon request, the MFPA may schedule with each City’s staff a presentation to the City Council of the activities of the previous year including identification of accomplishments, challenges, the plan for the coming two-year period, and the revenues and expenditures related to the same.
- 3.9 The MFPA shall maintain accounts and records which properly reflect the services performed and cost expended in performance of the MFPA Educational Program Plan and make such accounts and records available upon the request of any City.
- 3.10 The MFPA shall coordinate with the Operations Contractor with regard to the provision of docent/interpretive/educational services and other related activities at the Farm.

- 3.11 The MFPA shall, if required by the Operations Contractor's contract provisions, clean-up and remove all waste from the Farm after conducting any activities.
- 3.12 The MFPA shall have one member on the Meadowbrook Farm Advisory Body ("MFAB") and shall confirm the representative by name annually by September 1st.
- 3.13 To avoid any direct or potential conflict of interest, a publicly elected or appointed government official (such as City Council or SVMPD Commissioner) shall not serve on the MFPA board of directors (those with voting privileges), nor on the MFAB. A City staff liaison, who does not serve on the MFPA board of directors, may attend MFPA meetings in their official capacity only if: (a) the City staff liaison's employing City supervisor approves and (b) the City staff liaison's role is to assist the MFPA and coordinate matters in the interest of the staff liaison's employing City, however, the staff liaison shall not participate in voting.

4. DURATION AND MODIFICATION

- 4.1 Duration. This Agreement shall be effective on the later of May 1, 2024, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2029. Thereafter, this Agreement shall automatically renew for an additional one-year term ("Renewal Term"). Cost of living financial revision likely needed prior to, or before renewal. Any Party may elect to terminate this Agreement on sixty (60) days' written notice of termination to the other Parties, given in accordance with this Agreement. Additionally, the Parties may jointly agree to terminate this Agreement at any time.
- 4.2 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.

5. CITIES' RESPONSIBILITIES

The Cities shall timely pay invoices submitted by the MFPA, which are consistent with the MFPA Educational Program Plan and MFPA budget allocation approved by the Cities for the given biennium. The Cities shall not be responsible for payment of invoices that exceed the amounts set forth in the Approved MFPA Funding Request.

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 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, and agents.

- 6.2 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.
- 6.3 In the event any 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/Parties.
- 6.4 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.

7. PROPERTY

Nothing in this Agreement affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property.

8. 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.

9. 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.

10. 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:

Mary Miller, Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:

Katherine Ross, Mayor
38624 SE River Street, PO Box 987
Snoqualmie, WA 98065

Meadowbrook Farm Preservation Association:

Mary Norton, President
PO Box 1462
Snoqualmie, WA 98065

11. 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.

12. ASSIGNABILITY

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

13. 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.

14. INSURANCE

Each City shall be responsible for maintaining its own insurance. The MFPA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the MFPA, its agents, representatives, or employees. MFPA's maintenance of insurance as required by this Agreement shall not be construed to limit MFPA's liability to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

A. Scope of Required Insurance. MFPA shall maintain insurance of the types and coverage described below:

1. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises,

operations, stop-gap independent MFPA's and personal injury and advertising injury. The Cities shall each be named as an additional insured under MFPA's Commercial General Liability insurance policy with respect to the work performed under this Agreement, using an additional insured endorsement at least as broad as ISO CG 20 26.

2. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington, if the MFPA has employees.

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. MFPA's commercial general liability insurance policy is to contain, or be endorsed to contain, that they shall be primary insurance as respects the Cities. Any insurance, self-insurance, or self-insured pool coverage maintained by the Cities shall be excess of MFPA's insurance and shall not contribute with it. MFPA shall provide the Cities with written notice of any policy cancellation within two (2) business days of MFPA's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, MFPA shall deliver original certificates or electronic via email and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 14.
- D. Failure to Maintain Insurance. MFPA's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the Cities may, after giving five (5) business days' notice to MFPA to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Cities on demand, or at the sole discretion of the Cities, offset against funds due MFPA from the Cities.
- E. Full Availability of MFPA Limits. If MFPA maintains higher insurance limits than the minimums shown above, the Cities shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by MFPA, irrespective of whether such limits maintained by MFPA are greater than those required by this Agreement or whether any certificate of insurance furnished to the Cities evidence limits of liability lower than those maintained by MFPA.

15. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Any provision of this Agreement declared invalid or illegal shall in no way effect or invalidate any other provision. 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.

**MEADOWBROOK FARM
PRESERVATION ASSOCIATION**

Mary Norton, President
Date: _____

CITY OF NORTH BEND

Mary Miller, Mayor
Date: _____

CITY OF SNOQUALMIE

Katherine Ross, Mayor
Date: _____

ATTEST

By: _____
North Bend City Clerk

By: _____
Snoqualmie City Clerk

APPROVED AS TO FORM:

By: _____
Kendra S. Rosenberg
North Bend City Attorney
Dated: _____

By: _____
David A. Linehan
Snoqualmie Interim City Attorney
Dated: _____