

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Memorandum of Agreement For A Demonstration Garden At Jennings Park	
PREPARED BY:	DIRECTOR APPROVAL:
Tara Mizell	
DEPARTMENT:	
Parks, Culture and Creation	
ATTACHMENTS:	
MOA	
BUDGET CODE:	AMOUNT:
SUMMARY: The City of Marysville has been the host to the WSU Master Garden for many years. Attached is an updated Memorandum of Agreement with Washington State University for the program.	

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Memorandum of Agreement for a Demonstration Garden with Washington State University.

**MEMORANDUM OF AGREEMENT
FOR A DEMONSTRATION GARDEN**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Washington State University, an institution of higher education and agency of the State of Washington (“WSU”), by and through its Snohomish County Extension Unit (“WSU EXTENSION”), and City of Marysville (“LANDOWNER”). The above entities are individually referred to as a “PARTY” and collectively referred to as the “PARTIES”.

II. PURPOSE

This MOA sets forth the guidelines for the PARTIES’ operation of the Jennings Demonstration Garden (the “DEMONSTRATION GARDEN”) on property owned by LANDOWNER, as further described in Section V herein. This MOA does not create a separate entity and will be administered by the City of Marysville Parks, Culture, and Recreation Director and the WSU Extension Dean or his or her designee. Any improvements to LANDOWNER’S property or structures on LANDOWNER’S property made or erected in carrying out this MOA will become the property of LANDOWNER unless otherwise agreed in writing by the PARTIES. The personal property of the PARTIES will not change ownership regardless of its use in carrying out this MOA unless otherwise agreed in writing by the PARTIES.

III. GUIDING PRINCIPLES

All PARTIES agree to follow the concepts and principles set forth in Exhibit B attached hereto and incorporated herein, which were jointly prepared by the WSU Master Gardeners and LANDOWNER.

IV. MISSION

In furtherance of WSU’s educational mission, the DEMONSTRATION GARDEN is intended to:

- a. Demonstrate environmentally sound gardening techniques based on WSU research;
- b. Provide hands-on experience for WSU Master Gardener volunteers;
- c. Educate the public, including youth, in science-based horticulture and related topics; and
- d. Provide a focal point for public use and enjoyment of the Landowner’s facility.

V. LOCATION

The DEMONSTRATION GARDEN, located on property owned by the Landowner, is located at 6915 Armar Road, Marysville, Washington (the “PREMISES”). The PARTIES agree that the location and identification specifications for the PREMISES are an accurate identification of the DEMONSTRATION GARDEN. (Maps Attached Exhibit A.)

VI. DURATION AND TERMINATION

This MOA shall take effect when authorized representatives of all PARTIES have signed, and it shall remain in effect for ten years or until terminated by either PARTY. This MOA may be extended by mutual agreement of the PARTIES. Either PARTY may terminate this MOA upon not less than ninety (90) days prior written notice to the other PARTY. The PARTIES agree that the DEMONSTRATION GARDEN shall continue to be operated under the terms of this MOA so long as the following basic criteria are met:

- A. The WSU Master Gardener Program and LANDOWNER promote and enact WSU Extension educational goals on the PREMISES;
- B. The WSU Master Gardeners maintain the DEMONSTRATION GARDEN so that it presents a positive public image;
- C. The LANDOWNER continues to own the land; and
- D. No PARTY to this MOA terminates it as provided above.

VII. AMENDMENTS

This MOA may be amended or supplemented by mutual consent of the PARTIES. Such amendments or supplements shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

VIII. PROVISION OF LAND

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide WSU EXTENSION the use of the PREMISES described in Paragraph V herein for the DEMONSTRATION GARDEN at no cost to WSU. In consideration for the use of the PREMISES, WSU Master Gardener Program shall organize and promote educational use and enjoyment of the DEMONSTRATION GARDEN in the best interests of the general public, and consistent with the LANDOWNER's and WSU's missions.

IX. PROVISION OF UTILITIES

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide and pay the cost for a sufficient, year round supply of water and electricity for the DEMONSTRATION GARDEN. The water and electricity shall use the existing connections to the water and power supplies at the PREMISES. If one or both of those connections must be modified to provide reasonably adequate service to the DEMONSTRATION GARDEN, the cost and plan for such modifications to water or electric lines will be the responsibility of both PARTIES under terms to be negotiated and attached as an amendment to this MOA. The LANDOWNER shall maintain and pay the cost of public road access to the DEMONSTRATION GARDEN and the parking lots currently surrounding it.

X. RESTROOM FACILITIES

Provision and maintenance of restroom facilities for the volunteers, visitors and others attending or working in the DEMONSTRATION GARDEN will be negotiated between the PARTIES as part of the expansion and development of the public garden site of the DEMONSTRATION GARDEN.

XI. STRUCTURES

Plans for all new structures and for modification of existing structures on the Premises must be presented to representatives of LANDOWNER for approval. All PARTIES must approve the plan before modification or construction of the structure can commence. For the purpose of this subsection, “structures” shall include signage and gates. The LANDOWNER will install appropriate and clearly visible signage. The final decision on any structural improvements will be made by the PARTIES in a separately negotiated amendment to this MOA as needed, such amendment to include at a minimum the costs to be borne by each PARTY for construction of the improvements and who shall own the improvements.

XII. MAINTENANCE OF GARDEN

The WSU Master Gardeners will develop and maintain the DEMONSTRATION GARDEN in a manner acceptable to WSU and the LANDOWNER. The LANDOWNER shall provide and pay for all routine maintenance of the PREMISES, such as mowing the turf in and around the DEMONSTRATION GARDEN in accordance with the LANDOWNER’s ordinary and usual mowing schedule. The PARTIES agree that before other public service or educational groups may build demonstration sites at the DEMONSTRATION GARDEN, all PARTIES shall review and approve the proposals on a case-by-case basis. The DEMONSTRATION GARDEN shall at all times be maintained in a manner that makes it reasonably safe for the public, visitors, volunteers, and employees. The PARTIES jointly shall make the final determination of whether the DEMONSTRATION GARDEN is adequately maintained. WSU Master Gardener volunteers shall not utilize or operate any LANDOWNER equipment to care and/or maintain the DEMONSTRATION GARDEN.

XIII. INDEPENDENT CAPACITY

The employees or agents of each PARTY who are engaged in the performance of this MOA shall continue to be the employees or agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY.

XIV. DISPUTES:

Disputes regarding the development and/or maintenance of the DEMONSTRATION GARDEN under this MOA shall be brought to the attention of the park office for the LANDOWNER, the WSU Extension Director and/or Master Gardener Coordinator, and WSU EXTENSION’s representative designated for this purpose for resolution. Failure to reach a resolution within thirty (30) days shall require the PARTIES to seek mediation. Failure of mediation within sixty (60) days thereafter shall automatically terminate this MOA.

XV. RECORDS MAINTENANCE

The PARTIES to this MOA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by any PARTY in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of all PARTIES, other personnel duly authorized by any of the PARTIES, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this MOA shall be retained for six (6) years after expiration and all PARTIES mentioned above shall have full access and the right to examine any of these materials during this period.

XVI. COMPLIANCE WITH LAWS

All PARTIES shall comply with all federal, state and local laws, rules, and regulations in carrying out this MOA. All PARTIES agree that there will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

XVII. AGREEMENT APPROVAL

Each PARTY represents and warrants that all necessary approvals for this MOA have been obtained and the persons whose signatures appear below have the authority necessary to execute this MOA on behalf of the PARTIES indicated.

APPROVED:

WASHINGTON STATE UNIVERSITY

LANDOWNER

Vicki McCracken Date
Associate Dean, WSU Extension

Jon Nehring Date
Mayor

Shawna Thompson Date
Manager, Real Estate & Business Operations

EXHIBIT A

1. Jennings Demonstration Garden Map Figure 1
2. Jennings Demonstration Garden Map Figure 2

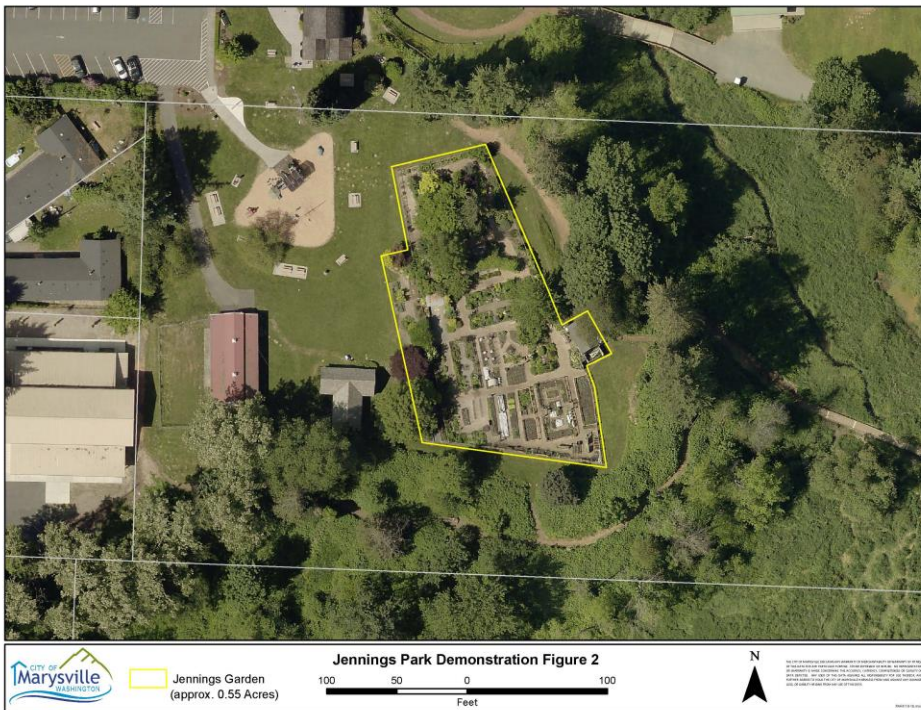
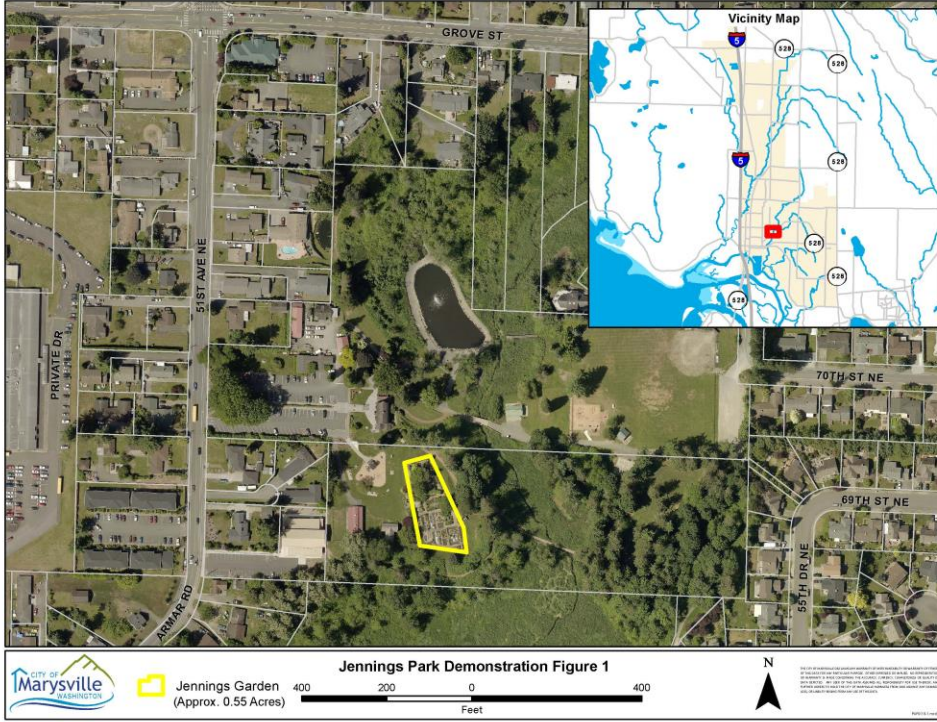


EXHIBIT B

Master Gardener volunteers and staff shall have access at any time during normal park hours unless by other agreement with both parties. The gardens shall always remain open to the public during normal park hours except as agreed upon by the parties.