

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF TACOMA,
AND
THE PIERCE CONSERVATION DISTRICT**

This Memorandum of Agreement (“MOA”), entered into by the City of Tacoma (“Tacoma”) and the Pierce Conservation District (“PCD”) this ____ day _____, 2020, is for the purpose of continuing to support a coordinated, regional, urban agriculture and local food access program (Harvest Pierce County) to be housed within PCD. Hereafter City of Tacoma and Pierce Conservation District may be individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

I. RECITALS

WHEREAS the PCD manages a regional urban agriculture and local food access program (Harvest Pierce County), and

WHEREAS Harvest Pierce County facilitates and will promote and encourage activities that use urban residual derived soil amendments, and

WHEREAS these activities increase awareness of urban residual soil amendments and thereby increase demand for and acceptance of these materials, and

WHEREAS Harvest Pierce County provides venues to convene educational discussions and activities relevant to recycling of urban residual derived soil amendments, and

WHEREAS these discussions and activities increase community awareness and support of the benefits of solid waste recycling and wastewater residual recycling, and increase use of and demand for urban residual soil amendments, and

WHEREAS biosolids management can account for as much as 40percent of the cost of wastewater treatment, and

WHEREAS, biosolids recycling benefits utility ratepayers by reducing the costs of disposal of biosolids and the overall costs of management and operation of the municipal wastewater utility, and

WHEREAS the Tacoma solid waste utility is responsible for managing and disposing of organic wastes such as yard waste and food waste, and

WHEREAS composted and digested food wastes make excellent garden supplements, and

WHEREAS recycling solids including organic waste within the City is cost effective and substantially reduces the cost of solids handling and decreases the solid waste material in the waste stream, thereby benefitting solid waste utility ratepayers by reducing the overall costs of solid waste disposal, and

WHEREAS the Harvest Pierce County Program provides an exceptional opportunity for personal interpretive and active learning experiences for residents engaged in the program, and provides a prime opportunity to instill a sense of stewardship for the long-term support of the municipal wastewater utility and solid waste utility recycling programs, and

WHEREAS residents who have a positive educational experience through the Harvest Pierce County Program will become ambassadors of the Utility's recycling programs which could lead to a general increase in community awareness and support for these recycling programs, and

WHEREAS it is in the best interest of the municipal wastewater utility and solid waste utility to enter into this agreement with the PCD to support the biosolids and solid waste recycling programs through the Harvest Pierce County Program;

Now Therefore: In consideration for the rights, duties and obligations as set forth herein and the mutual benefits to be received, the Parties enter into the following agreement:

II. TERMS AND CONDITIONS

1. Through this MOA, the PCD shall maintain Harvest Pierce County as a program-level offering of that agency. The Pierce Conservation District shall implement such program in accordance with Addendum A, which is incorporated by reference herein and made a part of this MOA.
2. PCD will prepare and submit quarterly invoices to the City of Tacoma for payment starting March 31, 2021, and continuing through December 31, 2026, subject to receipt of the required documentation set forth in Addendum B, which is incorporated by reference herein and made a part of this MOA.
3. As further described in Addendum A, representatives from Pierce County, Tacoma, Metro Parks, and PCD shall be represented on a Steering Committee to guide the continuing development of Harvest Pierce County.
4. Nothing in this MOA prevents any of the Parties from conducting additional activities supportive of community food projects within their own programs, and with their own funding.

5. The term of this MOA shall expire on December 31, 2026, but may be renewed by the mutual written consent of the Parties, which shall be executed as an amendment to this MOA. Either party may terminate its participation in this MOA at any time with or without cause upon ten (10) business days' written notice to the other parties to this MOA. Either party terminating its participation in this MOA shall pay any amounts that it may owe under this MOA up through the date of termination.

6. Each party shall indemnify and hold the other party to this MOA harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs (collectively "Claims"), that arise from and which are attributed to the indemnitor party's Fault. The term "Fault" as is used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this MOA.

7. Each party shall be responsible to fund its own participation under this MOA, and there are no additional funding obligations created under this MOA except as may be specifically set forth herein.

8. The parties shall endeavor to resolve all disputes arising out of the implementation of this MOA informally; each party bearing its own costs and expenses.

9. This MOA, together with Addendum A and Attachment 1, contains the entire understanding of the parties, and there are no other agreements, understandings, or representations concerning the tasks and obligations covered by this MOA except as set forth herein. No subsequent modification(s) of this MOA shall have any force or effect unless in writing, signed by the authorized representatives of each party, and made a part of this MOA.

CITY OF TACOMA CONTRACT SIGNATURE PAGE

Elizabeth A. Pauli
City Manager

Dated: _____

Michael P. Slevin III, P.E.
Environmental Services Director

Dated: _____

Andrew Cherullo
Finance Director

Dated: _____

Saada Gegoux
Risk Manager

Dated: _____

ATTEST:

Doris Sorum
City Clerk

Dated: _____

Approved as to Form:

Deputy City Attorney

PIERCE CONSERVATION DISTRICT CONTRACT SIGNATURE PAGE

DocuSigned by:

Ryan N. Mello

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Ryan N. Mello, Executive Director

Send Notices to:

PO Box 1057

Puyallup, WA 98371

Addendum A – City of Tacoma

PCD shall provide the following services during the period January 1, 2021, through December 31, 2026, as described below:

INTERSECTION OF MISSION

The City of Tacoma municipal wastewater utility is responsible for producing clean water and recycling residual solids. Solids management can make up as much as 40percent of the cost of wastewater treatment. Recycling solids within the City is cost effective and can substantially reduce the cost of solids handling. The Tacoma solid waste utility is responsible for managing organic wastes such as yard waste and food waste. Composted and digested food waste make excellent garden supplements. Community gardens and urban agriculture projects require soil amendments and are an excellent venue for introducing gardeners to Tacoma's soil amendment products. Community Gardens provide an opportunity to return compost and biosolids soil amendments to the community which generated the recyclable material. This can substantially reduce the cost of solids handling for the wastewater utility and the cost of handling organics for the solid waste utility. In addition, community gardens provide excellent venues for public outreach and public education on the role of organics recycling in effectively and efficiently managing wastewater and solid waste utilities. Public familiarity with the value and usefulness of soils amendments derived from organic residuals can increase acceptance of and sales of these products, and use of organic waste thereby offsetting the costs of operating the solid waste and wastewater utilities.

The Tacoma-Pierce County Community Garden Program supports Tacoma programs in the following areas:

By creating and sustaining a community-based food system PCD will increase the demand for soil amendments. PCD will provide access and information to community gardeners regarding Tacoma's TAGRO products and Tacoma's compost products and use of organic compost as a soil amendment. Information will include instructions for proper use, safety and effectiveness. PCD will also provide outreach to community gardeners and others interested in gardening. This outreach will include general information on soils and soil amendments, the ancillary benefits of using local organic residuals for gardening such as reduced greenhouse gas emissions, landfill diversion, and increased recycling.

Establishment of community gardens can create outreach and demonstration sites: Community Gardens are gathering spaces at which Tacoma can provide outreach and education to our customers.

Enhancing a Connection to the Environment: Community Gardening is a hands-on endeavor that will help customers establish a more direct and meaningful understanding of their connection with, and impact on, the environment, and vice versa.

SERVICE AREA/CUSTOMER BASE:

The “Tacoma Service Area” shall be defined as the City of Tacoma.

TASK ONE – BUILDING A Community-Based Food System

PCD shall:

- Provide and coordinate support for all existing community gardens in Tacoma and assist in the establishment of any new community gardens in the Service Area for which there is sufficient demand
- Promote community gardening and the importance of healthy soils and the role of soil amendments in healthy gardens through outreach events like harvest celebrations, gardening and food growing seminars, seed swaps and/or other gardening, composting or horticulture related events.
- Collaborate with Tacoma solid waste utility and the Tacoma wastewater utility in creating a recycling education program that will be implemented as part of the Harvest Pierce County program.
- Continue to support a Cultural Ambassador program so that language spoken at home is not a barrier to using and understanding the value of soil amendments or in participation in the Harvest Pierce County program.

TASK TWO – Sustain the Community Based Food System

Annually, PCD staff shall meet at least once with each community garden within the service area (City of Tacoma) that is classified as ‘co-managed’, to better understand challenges and receive feedback on the effectiveness of the program

Bi-annually, PCD staff shall meet at least once with each community garden within the service area (City of Tacoma) that is classified as ‘independent’, to better understand challenges and receive feedback on the effectiveness of the program

TASK THREE – BUILDING AN EDUCATIONAL PROGRAM PROVIDING RELEVANT, ACCESSIBLE EDUCATION ON COMMUNITY GARDENING

PCD shall continually assess educational resources available in Tacoma to determine gaps and work to fill these gaps.

PCD shall continue to make available to Tacoma residents the Edible Garden workshops, a free series of 8 Intro-to-Gardening workshops taught throughout the gardening season. These workshops will include information on compost and TAGRO as tools in growing healthy gardens.

PCD shall make all educational materials and classes available to Tacoma gardeners and interested citizens.

TASK FOUR – EXTERNAL POLICY DEVELOPMENT

PCD shall work with relevant external stakeholders and the Harvest Pierce County Steering Committee in the accomplishment of all elements of the Harvest Pierce County's portion of the PCD Strategic Plan by December 31, 2026.

DOCUMENTATION

PCD will provide to Tacoma a quarterly report summarizing its achievements in each of the above-listed tasks. This report will include a summary of trainings and events, types and amounts of soil amendments used and the number of gardeners in the program, the number of garden beds and the number of gardens.

PCD will maintain records, to be provided to the funding partners upon request, to document its summary reports.

FEE SCHEDULE

Successful accomplishment of all tasks will result in a reimbursement of \$126,506 in 2021 with annual adjustments tied to the Consumer Price Index – Urban for Seattle-Bremerton in January of that year.

IN-KIND SERVICES

In addition to the services procured through the PCD, Tacoma will commit the following in-kind services in support of the Harvest Pierce County Program:

- Soil amendments in the form of TAGRO products and compost (as available) to all community gardens in the program. Amounts allowed annually per garden will be relative to garden size and are detailed in Attachment 1.
- Wood chips to all community gardens in the program.
- Cardboard to all community gardens in the Tacoma service area.
- Building supplies for community gardens on City owned land.
- Assistance in identifying locations to provide outreach to Tacoma customers.

Attachment 1 – Table of allotted TAGRO amounts per garden

| Potting Soil | Top Soil | TAGRO Mix | Compost | Bark | Cardboard | Wood Chips |
|---------------------|---------------------|----------------------|---------------------|----------------------|------------------|-------------------|
| 5yds/500sqft | 5yds/500sqft | 10yds/500sqft | 5yds/500sqft | 10yds/500sqft | unlimited | unlimited |