

Memorandum of Understanding (MOU)
Between
Seattle Tilth Association; 4649 Sunnyside Avenue North, Suite 100; Seattle, WA 98103

And

Cedar Grove Compost; 7343 E Marginal Way S, Seattle, WA 98108

Is made on 1/22/15

1. PURPOSE AND SCOPE: The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to Cedar Grove and Seattle Tilth's agreement for in-kind support in 2015.
2. PERIOD: The arrangements made by the Partners by this MOU shall remain in place from 1/1/2015 until 12/31/2015. The term can be extended only by agreement of all of the Partners.
3. HOLD HARMLESS AND INDEMNIFICATION: Both parties shall hold harmless, indemnify and defend each other and the other's officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgements of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the other partner's acts, errors or omissions in the performance of this MOU. PROVIDED HOWEVER, that the partners' obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the other partner, its officers, officials, employees or agents.
4. DISPUTE RESOLUTION: In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.
5. FUNDING: This MOU does not include the reimbursement of funds between the two Partners.
6. TERMINATION: Our relationship is at will, meaning that either party can terminate this agreement at any time, without reason or notice.
7. GOVERNING LAW AND VENUE: This MOU shall be governed by the laws of the State of Washington
8. ROLES AND RESPONSIBILITIES: Please see Attachment A and B

ACCEPTANCE:

Both parties indicate agreement with this MOU by their signatures.

Seattle Tilth Association

Cedar Grove Compost

Executive Director

Date

Date

Attachment A – Roles and Responsibilities of both partners

<p>A. Seattle Tilth will:</p> <ul style="list-style-type: none">• Provide use of Rainier Beach Urban Farm and Wetlands, Rainier Beach Learning Garden and Seattle Tilth Farm Works for Compost Days promotions.• Name Cedar Grove Compost in ENews, linking 3 times in conjunction with Compost Days and in thanks for compost deliveries (spring and fall).• Work with Cedar Grove’s PR firm, Colehour + Cohen, on support Seattle Tilth will provide for Compost Days through social media, in-person TV or radio spots, and other press/marketing opportunities.• Provide a booth space at no cost to Cedar Grove at both Edible Plant Sales, allow promotion of Compost Days at March sale.• Continue to promote Cedar Grove through its Master Composter/Soil Builder program, Garden Hotline and Adult Education programs.• Promote Cedar Grove on its annual sponsors web page• Consider partnership with Solstice Grown cannabis growers for soil amendments at Rainier Beach Urban Farm & Wetlands• Name Cedar Grove as a sponsor of all Seattle Tilth events with signage (provided by Cedar Grove) and announcements over the loud speakers when applicable.• Provide Master Composter/Educators to present compost education in elementary schools in conjunction with the Compost Days campaign.	<p>B. Cedar Grove will:</p> <ul style="list-style-type: none">• Deliver yards of compost and potting soil, plus bags of compost and potting soil to Seattle Tilth farms & gardens. Deliveries to be divided between spring and fall, and staggered weekly. (see attachment B)• Offer Seattle Tilth the annual opportunity to buy bagged compost and potting soil at cost for Edible Plant Sales.• Promote Seattle Tilth partnership on Cedar Grove’s website.• Consider providing an educational sponsorship for Seattle Tilth workshops.• Provide educational brochures about composting for use at Rainier Beach Urban Farm & Wetlands, and potentially other sites.• Cedar Grove will offer space on pre-existing tours for various groups at Seattle Tilth such as Master Composter/Soil Builder, Seattle Tilth staff, etc.
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Attachment B- Compost and Potting Soil order

SPRING DELIVERY REQUEST

Program	Contact person	Email	Phone number	Drop off site	Yds of Comp ost	Yds of pottin g soil	Yds of gard en mix	# of Bags Compo st	# of Bags of Pottin g Soil
Seattle Tilth Farm Works	Matthew McDermott	matthewmcdermott@seattletilth.org	253-737-5833	17601 SE Lake Moneysmith Rd., Auburn, WA 98092	150	10			
Seattle Youth Garden Works (CUH)	Anthony Reyes	anthonyreyes@seattletilth.org	Email is best	3501 NE 41st Street	40				
Rainier Beach Urban Farm and Wetlands (2014)	Katie Pencke	katiepencke@seattletilth.org	206-760-0500	5513 S Cloverdale St Seattle, WA 98118	30	15			
Just Garden	Stephane Seliga		206-633-0451, ext 116	PICK-UP? Fir Crest/Shoreline (March 19-20)			10		
Just Garden	Stephane Seliga		206-633-0451, ext 116	ANTICIPATED PICK UP IN GEORGETOWN? NW King County (April 16-17)			30		
Just Garden	Stephane Seliga		206-633-0451, ext 116	Spring Into Bed. ANTICIPATED PICK UP IN GEORGETOWN? South Park (May 14-15)			30		
Just Garden	Stephane Seliga		206-633-0451, ext 116	ANTICIPATED PICK UP IN GEORGETOWN? Kent (June 18-19)			30		

Program	Contact person	Email	Phone number	Drop off site	Yds of Comp ost	Yds of pottin g soil	Yds of gard en mix	# of Bags Compo st	# of Bags of Pottin g Soil
Just Garden	Stephani e Seliga		206-633-0451, ext 116	ANTICIPATED PICK UP IN GEORGETOW N Renton (July 16-17)			30		
Just Garden	Stephani e Seliga		206-633-0451, ext 116						
Bradner Garden	Carey Thornton	careythornton@seattletilth.org	206-633-0451, ext 115	29th Ave S & S Grand St, Seattle WA 98144					
Pickering Garden	Falaah Jones	falaahjones@seattletilth.org	206-633-0451, ext 123	1730 10th Ave NW, Issaquah 98027	10				
Children Ed	Sue Hartman	suehartman@seattletilth.org	206-633-0451,ext 110	GSC service area, 4649 Sunnyside Ave N				2 pallets	3 pallets
TOTALS:					230	25	130	100 bags	150 bags

Attachment B (continued)

FALL DELIVERY REQUEST

Program	Contact person	Email	Phone number	Drop off site	Yds of compost
Seattle Tilth Farm Works	Matthew McDermott	matthewmcdermott@seattletilth.org	253-737-5833	17601 SE Lake Money Smith Rd., Auburn, WA 98092	150
Seattle Youth Garden Works (CUH)	Anthony Reyes	anthonyreyes@seattletilth.org	206-633-0451, ext 102	3501 NE 41st Street	20
Rainier Beach Urban Farm and Wetlands (2014)	Katie Pencke	katiepencke@seattletilth.org	206-760-0500	5513 S Cloverdale St Seattle, WA 98118	30
Rainier Beach Urban Farm and Wetlands (Capital Request)	Katie Pencke	katiepencke@seattletilth.org	206-760-0500	5513 S Cloverdale St Seattle, WA 98118	700 (tentative, depends on construction timeline)
					900