

MEMORANDUM OF AGREEMENT
between
Washington State University Spokane County Extension
and
Master Gardener Foundation of Spokane County

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Washington State University Spokane County Extension, an institution of higher education and agency of the state of Washington (WSU), and the Master Gardener Foundation of Spokane County (MGFSC), a Washington nonprofit corporation. In this Agreement, all the above entities are jointly referred to as the Parties or individually as a Party.

II. PURPOSE

WSU has historically entered in to collaborative efforts to advance the purposes of Extension and wishes to continue to do so as part of its outreach mission.

WSU Spokane County Extension recognizes MGFSC as a partner in the delivery of research based horticulture information to individuals, communities and horticulture professionals with the purpose of promoting human well-being, enhancing our environment and encouraging community stewardship.

To enable both Parties to advance those goals, and to enable MGFSC to accomplish its purposes in the most efficient manner, WSU Spokane County Extension and MGFSC agree as follows:

III. DUTIES OF THE PARTIES

- A. Each Party, individually, agrees:
1. To comply with all federal, state and local laws applicable to its actions in performance of this Agreement.
 2. 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.
- B. In consideration for MGFSC's furtherance of WSU's educational mission and support in activities and program delivery, WSU Spokane County Extension Master Gardener Program (Program) shall provide:

1. Master Gardener volunteer training and continued support of volunteers in furtherance of the Program goals and objectives.
2. A representative of the Program to be the primary liaison between WSU and MGFSC and may, unless otherwise requested by MGFSC's President, attend board meetings as a non-voting member. The representative will be the WSU faculty member with current responsibility for the Program, the Program Coordinator, the WSU Spokane County Extension Director, or an employee of WSU Spokane County Extension as delegated by WSU.
3. The opportunity to participate in other Extension programs.
4. Meeting space for the MGFSC meetings.
5. Horticulture and environmental stewardship education to Spokane County residents as per the WSU Master Gardener Program Mission.
6. Maintenance of the building space and the plant clinic.
7. The opportunity to provide up to three (3) representatives of MGFSC to be an ex officio member of the Program Board of Directors.

Support for other services will be evaluated and considered on a case by case basis, with due regard for the benefits those services will provide to MGFSC.

- C. In consideration for MGFSC's furtherance of WSU's educational mission and support in activities and program delivery, MGFSC shall provide:
1. Financial support, either direct monetary support, in-kind support, or a combination thereof, in the amounts herein set forth:
 - a. An amount equal to the lesser of 25% of MGFSC's total assets as of July 31 of the then present year or,
 - \$ 18,000 in 2019
 - \$ 20,000 in 2020
 - \$ 21,000 in 2021
 - b. The anticipated financial support amounts outlined herein may be adjusted, if necessary, by mutual agreement of the Parties as provided in Section XVI of this Agreement.
 - c. The fiscal year, for the sake of accounting for the financial support to be provided under this Agreement, shall run from September 1 through August 31, with satisfaction of the financial support previously set forth complete on or before the end of the fiscal year.
 - d. Direct monetary support should be made in the form of a check made payable to "Spokane County Master Gardener Program."
 2. It is the intent of both Parties that the annual contribution to financial support for subsequent MOAs will be a fixed sum (periodically adjusted, the basis of the adjustment to be determined when this MOA is renegotiated in 2021).
 3. Direct monetary or in-kind support may include, but is not limited to:
 - a. Supplies and materials for the maintenance of the demonstration garden, and other program resources.
 - b. Marketing communications, public relations, and advertising support for Program events, functions, etc.
 - c. Support for other services will be evaluated and considered on a case by case basis, with due regard for the benefits those services will provide to the Program.

IV. USE OF MARKS

MGFSC may not use WSU's marks without the prior written approval of WSU's Office of Trademarks and the Office of the Attorney General.

Notwithstanding the foregoing, this Agreement establishes the right of MGFSC to use the WSU marks that specifically pertain to the WSU Master Gardener Program, e.g. the WSU Master Gardener logo, in support of its activities under this Agreement. If this Agreement is terminated, MGFSC agrees to immediately cease using any WSU marks, including those associated with the WSU Master Gardener Program, and to cease using the term "Master Gardener" in the MGFSC name or literature.

V. PERIOD OF PERFORMANCE

Subject to its other provisions, this Agreement shall take effect when all Parties have signed this Agreement, and shall continue for a period of approximately (3) years thereafter, terminating on September 1, 2022. The Agreement is renewable upon the written consent of the Parties.

VI. TERMINATION

Either Party may terminate this Agreement upon not less than ninety (90) days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. At the time of such termination, if MGFSC holds any monies for the benefit of the WSU Master Gardener Program from fundraising, donations, or any other source, such funds shall be transferred to the Program.

VII. RECORDS MAINTENANCE

The Parties shall each maintain books, records, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein, and shall each reasonably maintain records of any funds donated to the Party using the term Master Gardener in any event to raise the funds, or solicitation for such funds. These records shall be subject to inspection, review or audit by personnel of either Party, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained and subject to such access and review by the other Party for six (6) years after creation of the record.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. To the extent consistent with the law, including the Washington State Public Disclosure Act, the receiving Party will not disclose or make available such records to any third parties without first giving notice to the furnishing Party and giving that Party a reasonable opportunity to respond. Each Party will use reasonable security procedures and protections to ensure that records and documents provided by the other Party are not erroneously disclosed to third parties.

VIII. HOLD HARMLESS

Each Party to this Agreement shall be responsible only for its own acts and omissions and those of its own officers, employees and agents in the performance of this Agreement. The Parties to this Agreement shall not be responsible for the acts and omissions of entities or persons not party to this Agreement.

IX. INDEPENDENT CAPACITY

Each Party to this Agreement shall be considered independent contractors, and the employees and agents of each Party shall continue to be employees and agents of that Party and shall not be considered for any purposes to be employees or agents of the other Party.

The Parties recognize that MGFSC members may also serve as WSU Spokane County Extension Master Gardener volunteers. WSU shall be considered the employer of such individuals only when WSU has sponsored or co-sponsored the event at which the individual is working and WSU has reasonable control and supervision of the individual volunteer.

X. DISPUTES

In the event that a dispute arises under this Agreement, a Dispute Panel shall determine the matter in the following manner: each Party to this Agreement shall appointment one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties. The Parties shall share equally the costs, if any, for these services.

XI. GOVERNANCE

The laws of the State of Washington shall govern this Agreement.

XII. ASSIGNMENT

The work and services to be provided under this Agreement are not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party.

XIII. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of such Party and attached to the original Agreement.

XIV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

XVI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

XVII. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered and acknowledged by receipt or 10 business days after deposit in the United States mails registered or certified mail, postage prepaid, addressed as set forth below:

- A. If to WSU:
WSU Spokane County Extension MG Program Leader
WSU Extension
222 N. Havana
Spokane Valley, WA 99202

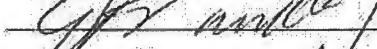
- B. If to Master Gardener Foundation of Spokane County:
Current President
Master Gardener Foundation of Spokane County
222 N. Havana
Spokane Valley, WA 99202

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with this Agreement.

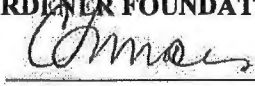
XVIII. AGREEMENT APPROVAL

Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.


WASHINGTON STATE UNIVERSITY SPOKANE COUNTY

Signature: 
Name: Gary Varrelle
Title: Interim Co Director
Date: 9-12-19

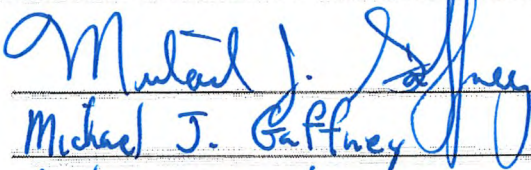
MASTER GARDENER FOUNDATION OF SPOKANE COUNTY

Signature: 
Name: Cathi Lamoreux
Title: President
Date: 10-9-19

**WASHINGTON STATE UNIVERSITY
OFFICE OF FINANCE AND ADMINISTRATION**

Signature: 
Name: Heather Davison
Title: Contracts and Real Estate Associate Manager
Date: 9/4/2019

WASHINGTON STATE UNIVERSITY ASSOCIATE DEAN OF EXTENSION

Signature: 
Name: Michael J. Gaffney
Title: Acting Director
Date: 10 October 2019