

MEMORANDUM OF AGREEMENT
Between
THE MASTER GARDENER FOUNDATION OF YAKIMA COUNTY
and
KAREN ORANGE

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the Yakima County Master Gardener Foundation of Yakima County (MGFYC) and Karen Orange (KO).

Karen Orange is a certified Master Gardener with the Washington State University Extension Master Gardeners of Yakima County. She resides 602 South 123rd Avenue, Yakima, WA.

The MGFYC provides public education in gardening and environmental stewardship based on researched-based information from WSU Extension and other universities to address such critical issues as enhancing natural resources and environmental stewardship, sustaining vibrant communities, and improving the health and wellness of Washington residents.

II. PURPOSE

This MOA sets forth the guidelines / principals for the operation of a vegetable garden (GARDEN) on a portion of Karen Orange’s property, equipment or otherwise by MGFYC at the location described in V. herein.

III. GUIDELINES and PRINCIPLES

All PARTIES agree to follow the guidelines and principles set forth in Exhibit A attached hereto and incorporated herein, which were jointly prepared by the MGFYC and KO.

IV. MISSION

MGFYC: The Mission of the Foundation is to support the WSU Extension Master Gardener Program in its efforts to provide public education in gardening and environmental stewardship generated from research at WSU and other university systems through education, communication, and advocacy.

V. **LOCATION**

The GARDEN for which this MOA written is located on property owned by KO; it is approximately 5,000 square feet in size and is located in the northeast acre of 602 South 123rd Avenue, Yakima, Washington. Both KO and MGFYC agree that the location and identification specifications for the GARDEN are an accurate identification of the GARDEN.

VI. **DURATION AND TERMINATION**

This MOA shall take effect when authorized representatives of MGFYC and KO have signed, and it shall remain in effect until terminated by any PARTY signatory to this MOA. Any PARTY may terminate this MOA upon not less than ninety (90) days prior written notice to the other PARTIES.

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 access and/or services, the MGFYC will provide additional management of the GARDEN during their time period of use, KO shall provide MGFYC the use of the GARDEN described in Paragraph V herein for the activities described in Exhibit A at no cost to the MGFYC. In consideration for the use of the GARDEN, the MGFYC shall organize and promote educational use and enjoyment of the GARDEN in the best interests of their program, and consistent with KO's use of the GARDEN.

IX. **PROVISION OF WATER**

In further consideration for access and/or services of the GARDEN the MGFYC and KO agree to the those items described in Exhibit A related to irrigation water.

X. **STRUCTURES**

KO retains the right to construct and/or modify any structure(s) located at the GARDEN. MGFYC plans for any new structure(s) and/or modification to existing structures at the GARDEN must be presented to KO for approval prior. Both KO and MGFYC must approve any plan(s) before modification or construction of the structure can commence. For the purpose of this subsection, "improvements" will also be included and may include items such as signage, fences, placement of gravel, placement of weed barrier fabric, etc. The final decision on any

“improvements” will be made by KO and MGFYC in a separately negotiated amendment to this MOA as needed, such amendment to include at a minimum the costs to be borne by KO and/or MGFYC and who shall own the improvements.

XI. **MAINTENANCE OF GARDEN**

The MGFYC will develop and maintain the GARDEN in a manner acceptable to KO. The MGFYC shall provide and pay for all routine maintenance of the GARDEN in accordance with the KO's ordinary and usual maintenance. The KO and MGFYC agree that before other public service or educational groups may use the GARDEN both shall review and approve the proposal(s) on a case-by-case basis. The GARDEN shall at all times be maintained in a manner that makes it reasonably safe for the public, visitors, volunteers, and employees. KO may provide to the MGFYC specific use of KO owned equipment for the purposes of implementing the MGFYC's program. The equipment will be requested prior to use and will be requested each time its use is needed.

XII. **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.

XIII. **DISPUTES:**

Disputes regarding the use, development and/or maintenance of the GARDEN under this MOA shall be brought to the attention of KO, and the MGFYC President. 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.

XIV. **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.

XV. 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.

XVI. 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:

KAREN ORANGE

[Name] Date
Karen Orange

MASTER GARDENER FOUNDATION OF YAKIMA COUNTY

[Name] Date
MGFYC President

EXHIBIT A

Guiding principles:

KO has had a long and successful partnership with the MGFYC and wishes to continue. This MOA formalizes that need and desire by both parties.

The priority of the GARDEN will be to provide fresh and wholesome produce for Yakima area food banks. Every effort will be used to accommodate the needs of all PARTIES at all times as defined by this MOA.

To adhere to these guiding principles and the items identified in this MOA the following is specified and incorporated herein to the MOA

1. The MGFYC shall inform the KO of the expected period of time the GARDEN will be used by the MGFYC for their annual activities (not bound to exact dates). This is to ensure that other items contained herein are satisfied. Also that consideration of conflicting activities can be avoided or negotiated between KO and MGFYC.
2. KO shall provide irrigation water for no charge to MGFYC from the existing irrigation service to KO's property. KO shall remain responsible for the direct payment for said service. The MGFYC will coordinate irrigation timing and amounts with KO, in such a way as to ensure KO's access to irrigation water for other parts of KO's property are not negatively impacted.
3. The KO is not responsible for any equipment, materials, items belonging to the MGFYC or members or guests of the MGFYC, items rented by or borrowed by the MGFYC or any asset deemed the MGFYC's implied or real.
4. The MGFYC shall maintain insurance required for its program and use of KO's GARDEN.
5. KO may make its equipment or other assets available to the MGFYC as related to the successful implementation of their programs, on a case by case scenario and only upon request and authorization by KO. This item may be accomplished by verbal consent to provide efficiency of both the MGFYC and KO programs.