

ADDENDUM TO MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH YAKIMA CONSERVATION DISTRICT
AND
THE MASTER GARDENER FOUNDATION OF YAKIMA COUNTY

This Addendum ("Addendum") to the Memorandum of Agreement ("Original MOA") by and between the North Yakima Conservation District ("NYCD") and the Master Gardener Foundation of Yakima County ("MGFYC") (collectively "Parties"), supplements and amends the Original MOA, dated 20 June 2018, and signatured by the Parties. The purpose of this Addendum is to provide additional land use by the NYCD to the MGFYC for supplemental MGFYC activities, as specified herein; and to establish certain procedures for the use of Integrated Pest Management on lands used by the MGFYC, and within the MGFYC greenhouse located on the NYCD property. All new activities and procedures shall be under the same terms and conditions of the original MOA, except where expressly set out to the contrary in this Addendum. The additional lands and pesticide procedures will serve to advance the missions of both the NYCD and the MGFYC, as set for at Article IV in the Original MOA.

The NYCD and the MGFYC agree, as follows:

A. The Original MOA is amended as follows:

(1) Article VII. Provision of Land is amended, in part, by adding the following:

The MGFYC shall have the right to use an area located along the southern border of the NYCD property, contiguous to the fence/hedge line with the Tahoma Cemetery, as indicated in Exhibit B, appended hereto and incorporated herein by reference. The area shall be designated the Heirloom Garden, and will be used by the MGFYC as a demonstration garden to promote environmentally and scientifically sound gardening practices, and for educational uses in keeping with the mission of the MGFYC, and consistent with the NYCD mission to provide educational resources to meet the needs of the citizens within the District.

(2) Article VII. Provision of Land is further amended, in part, by adding the following:

The MGFYC shall have the right to use an area immediately adjacent to and east of the existing MGFYC greenhouse, for the purpose of constructing and using a hoop house. The structure of the hoop house is hereby approved by the NYCD, pursuant to Article X. Structures, of the Original MOA. The MGFYC shall develop and maintain the hoop house in a manner acceptable to the NYCD, and in conformity with the Original MOA, Article XI. Maintenance of Facility.

(3) Article VIII. Provision of Utilities is amended to include any and all utilities bills that accrue at either the Heirloom Garden or the Hoop House.

B. The Original MOA is amended to add the following provisions.

(1) PESTICIDE POLICY. It is the policy of the NYCD and the MGFYC to manage pests in and around the Parties' properties and facilities in a manner that protects human health, maintains the integrity of both the property and buildings, and preserves the environment.

a. The Parties are committed to best management practices for the sustainable management of pests through the use of Integrated Pest Management ("IPM") on their properties and in their facilities.

b. This will be accomplished through the use of reduced risk pest control methods, with a preference for non-chemical control measures.

- (2) IPM COORDINATOR. The MGFYC will appoint an IPM Coordinator to provide oversight and implementation of the Foundation's pesticide safety and IPM program. The MGFYC IPM Coordinator and the NYCF on-site manager, or their designated representative, shall keep each other apprised of any pesticide use on the property and in facilities.
- (3) MGFYC PESTICIDE USE. When reasonable non-chemical approaches do not provide adequate control inside the MGFYC facilities, products that pose the least risk to humans and to the environment shall be selected, and then used only when and where pests are present, or are expected to be present, as determined by monitoring and action thresholds, and approved by the IPM Coordinator.
- (4) POLICY IMPLEMENTATION. The IPM Coordinator shall ensure that all chemical pesticide handling, use, advice, and consultation by the MGFYC, shall be in conformity and compliance with the most recent version of the WSU Pesticide Policy.

C. All other terms and conditions under the original MOA remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Addendum to the original MOA as of the date and year set forth below.

APPROVED:

NORTH YAKIMA CONSERVATION DISTRICT

 9-10-19
Gail Thornton Date
Chairperson, NYCS

MASTER GARDENER FOUNDATION OF YAKIMA COUNTY

 8 JUN 20
Melody Westmoreland Date
President, MGFYC

Legend

- MGFY Heritage Garden
- Untitled Polygon

