

New

MEMORANDUM OF AGREEMENT
Between
THE NORTH YAKIMA CONSERVATION DISTRICT
And
THE MASTER GARDENER FOUNDATION OF YAKIMA COUNTY

I. INTRODUCTION

This Memorandum of Agreement ("MOA") is entered into between the North Yakima Conservation District (NYCD) and Master Gardener Foundation of Yakima (MGFYC).

Further, the NYCD is a political subdivision of the State of Washington and a body corporate and politic, organized under RCW 89.08 that administers programs to conserve, protect and enhance natural resources; and is authorized to enter into this MOA.

The MGFYC, a Washington nonprofit corporation, 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 and / or use of NYCD's "Facility", greenhouse, storage, 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 NYCD and MGFYC.

IV. MISSION

NYCD: The mission of the North Yakima Conservation District is to make available technical, financial and educational resources to meet the conservation needs of the citizens who occupy and use the natural resources within our District.

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 NYCD Facility is located on property owned by the NYCD; it is approximately 3 acres in size and is located at 1522 S. 18th Ave, Yakima Washington. NYCD and MGFYC agree that the location and identification specifications for the Facility are an accurate identification of the Facility.

VI. **DURATION AND TERMINATION**

This MOA shall take effect when authorized representatives of NYCD and MGFYC 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.

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.

VII. **PROVISION OF LAND**

In further consideration for the access and/or services, the MGFYC will provide additional management of the Facility during their time period of use, NYCD shall provide MGFYC the use of the Facility 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 Facility, the MGFYC shall organize and promote gardening, educational use, and fundraising activities at the Facility in the best interests of their program, and consistent with NYCD's use of the Facility, further be consistent with NYCD's mission.

VIII. **PROVISION OF UTILITIES**

In further consideration for access and/or services of the Facility, the MGF and NYCD agree to the those items described in Exhibit A related to utilities bills that include but are not limited to electricity bill(s), water bill, gas bill, special services bill(s).

IX. **RESTROOM FACILITIES**

NYCD's Facility has a "seasonal restroom" and will make every effort to provide access to the MGFYC and their volunteers. In the event that NYCD's Facility restrooms are not working or otherwise unavailable for use, it will be the responsibility of the MGFYC to provide for their own needs.

X. STRUCTURES

NYCD retains the right to construct and/or modify any structure(s) located at the Facility. MGFYC plans for any new structure(s) and/or modification to existing structures at the Facility must be presented to representatives of NYCD for approval prior. NYCD 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 NYCD 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 NYCD and/or MGF and who shall own the improvements. Currently the MGFYC uses NYCD's greenhouses commonly known as building 1 and building 2 for propagation and holding of plants. In addition the MGFYC has access and has limited use of the garage facility. The MGFYC has constructed a new "greenhouse" and are sole owners of the structure (Growspan Structure SKU# G13510N0902S02) while NYCD maintains ownership of the land. To compliment the MGFYC's greenhouse NYCD will make every effort to maintain adequate parking for its use. The MGFYC also own a 40ft container located on the property which can be moved as necessary to maintain both NYCD's and MGFYC's needs. Location map is included as reference to currently agreed to areas of use by both parties (exhibit B). Photos of MGFYC Greenhouse and Container are included in exhibit C.

XI. MAINTENANCE OF FACILITY

The MGFYC will develop and maintain the Facility in a manner acceptable to NYCD. The NYCD shall provide and pay for all routine maintenance of the Facility in accordance with the NYCD's ordinary and usual maintenance. The NYCD and MGFYC agree that before other public service or educational groups may use the Facility parties shall review and approve the proposal(s) on a case-by-case basis. The Facility shall at all times be maintained in a manner that makes it reasonably safe for the public, visitors, volunteers, and employees. NYCD may provide to the MGFYC specific use of NYCD 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 Facility under this MOA shall be brought to the attention of the NYCD District Manager for NYCD and the Master Gardener Foundation of Yakima County 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. 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.

XV. 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:

NORTH YAKIMA CONSERVATION DISTRICT

 6-20-18
Gail Thornton Date
Chairman NYCD

MASTER GARDENERS FOUNDATION


 4-18-18
Jeni Obert Date
President, Master Gardener Foundation of Yakima County

EXHIBIT A

Guiding principles:

NYCD utilizes the Facility as part of the Districts overall Natural Resource program as described in their Annual and 5-Year Plans. The use of the Facility is dynamic and ever-changing. The Facility is used for storage of equipment and materials, holding of plant materials for District programs/projects, support of the NYCD sponsored Washington Conservation Corp Crew(s) and as a financial asset for the NYCD. The NYCD as demonstrated with this MOA can and does “partner” (as authorized by RCW 89.08) with other entities who may from time to time utilize the Facility. It is in the best interest for NYCD to develop these partnerships for mutual benefit(s) of all parties.

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

The priority of the Facility will be to NYCD’s overall Program(s) and needs. Every effort will be used to accommodate the needs of all other partners including the MGFYC at all times as defined by this MOA.

The MGFYC has used the NYCD Facility for several years and wishes to continue and expand their successful partnership with NYCD. The use of the Facility has proven beneficial to their overall program.

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

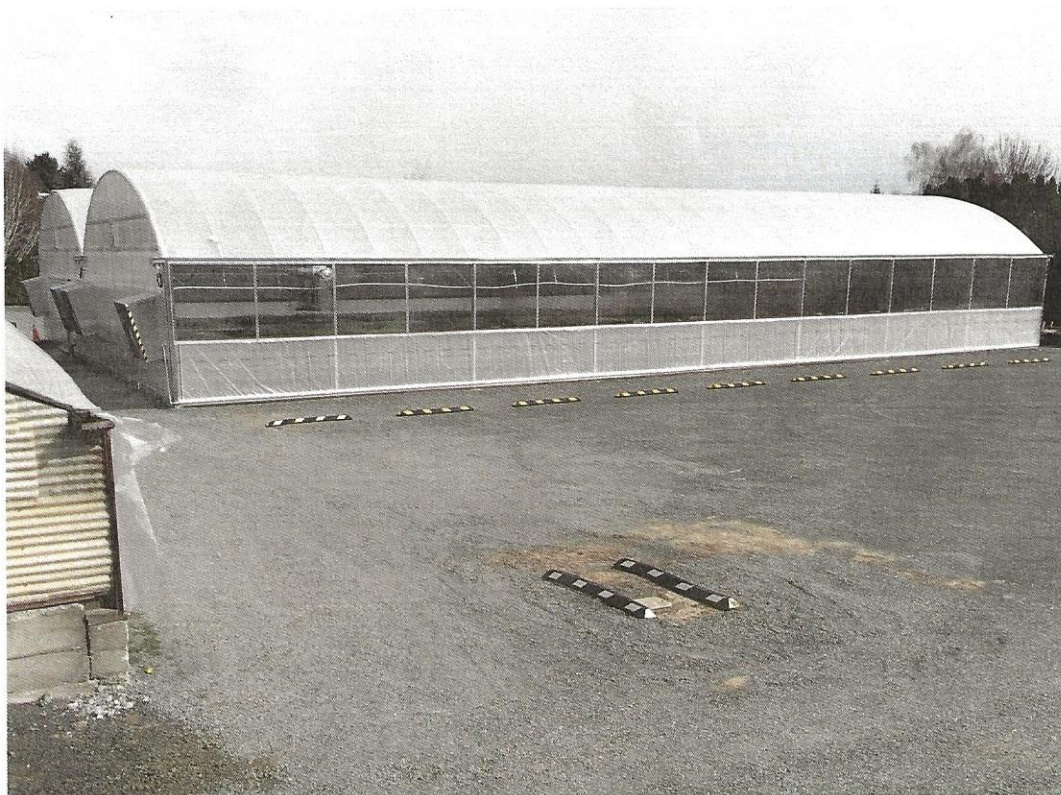
1. The MGFYC shall inform the NYCD of the expected period of time the Facility will be used by the MGFYC for their annual activities (not bound to exact dates). This is to ensure that other items contained herein are satisfied. Also that consideration of conflicting activities can be avoided or negotiated between NYCD and MGFYC.
2. NYCD shall receive all identified utility and/or special services receipts/bills and forward a copy of them to the MGFYC monthly for reimbursement to NYCD. NYCD shall remain responsible for the direct payment to the vendors. The MGFYC shall reimburse NYCD for only the “actual cost(s)” incurred. The MGFYC may establish their own vendors with advance notice to NYCD to ensure consistency with the overall MOA.
3. The MGFYC has been issued keys for access to the facility and the buildings. The MGFYC shall maintain control over those keys as a concern for security of the Facility. The MGFYC shall inform NYCD of any lost or stolen keys and shall be responsible for replacement. If MGFYC establishes their own security on their owned property they shall make available to NYCD key and or codes for access. The NYCD shall inform MGFYC of any lost or stolen keys and shall be responsible for replacement.
4. The NYCD 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.

5. The MGFYC shall maintain insurance required for its program and physical assets located and/or used at the Facility. The MGFYC shall provide NYCD with proof of insurance annually.
6. The NYCD 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 NYCD. This item may be accomplished by verbal consent to provide efficiency of both the MGFYC and NYCD programs. Use of equipment or other assets shall be used by qualified MGFYC members only. NYCD will provide training and safety overview if requested.

Exhibit C – Photos



MGFYC Greenhouse – east side



MGFYC Greenhouse – west side



MGFYC - Container

Exhibit B – Map

