

**MEMORANDUM OF AGREEMENT**

between

Washington State University San Juan County Extension  
and  
Master Gardener Foundation of San Juan County

**I. PARTIES**

This Memorandum of Agreement (Agreement) is entered into by and between Washington State University, an institution of higher education and agency of the state of Washington (WSU), by and through its Extension offices in San Juan County, a department of WSU, and the Master Gardener Foundation of San Juan County (MGFSJC), 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 also intends this Agreement to further its vision to empower individuals, organizations and communities to find solutions for local issues and to improve their quality of life.

WSU recognizes MGFSJC as a fund raising collaborator 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 MGFSJC to accomplish its purposes in the most efficient manner, WSU and MGFSJC 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 MGFSJC's furtherance of WSU's educational mission and support in activities and program delivery, **WSU shall provide:**

1. Reasonable space for MGFSJC educational resources and activities when possible, including use of San Juan County Extension office meeting room(s) when available.

2. Storage space for MGSJC Foundation records, including access to such during regular office hours.
3. Access to computer equipment, Internet connection, and copy machine, and use of WSU MG books and office supplies.
4. Master Gardener training, advanced training, and continued support to volunteers in furtherance of the WSU Master Gardener program goals and objectives.
5. Assignment of the WSU Master Gardener Program Coordinator as the primary liaison between WSU and, MGFSJC and as an ex-officio non-voting member of the SJCMG
6. Access to WSU Master Gardener Programs, newsletters, public relations and WSU Extension expertise, and recognition for volunteers.
7. Cooperative ventures with other Extension programs, and other community-oriented organizations, and participation in various fairs and shows.
8. Use of San Juan County WSU Extension web site for MGFSJC information as approved by WSU Master Gardener Program Coordinator and promotion of MGFSJC activities and events.
9. Recognition events for MG volunteers.
10. Maintain diagnostic clinic resources.

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 WSU. WSU shall have the authority for the final approval of events or activities that represent, or are co-sponsored by WSU.

C. In consideration for MGFSJC's furtherance of WSU's educational mission and support in activities and program delivery, MGFSJC shall, contingent upon available funds and volunteers:

1. Provide financial contributions in support of the WSU Master Gardener programs in San Juan County in accordance with local, state and federal laws and ordinances. This shall be accomplished through fundraising activities which may include, but are not limited to:
  - a. Conducting plant sales, book sales, workshops, raffles and garden tours;
  - b. Sale of garden-related items such as t-shirts, hats, garden tools, etc;
  - c. Applying for grants from corporations, governmental entities, non-profits, etc; and
  - d. Solicitation of donations and/or endowments from individuals and business entities.
2. Prepare an annual budget, maintain bank accounts, prepare periodic financial statements, and reports for governmental agencies, and pay necessary fees and taxes related to the MGFSJC.
3. Promote the WSU Master Gardener programs in San Juan County through distribution of literature and/or speaking about the programs before various groups or at public events, or in some other fashion in order to increase awareness of the programs in San Juan County, such as the San Juan County Fair, and Fall Gardening Workshop.
4. Participate in cooperative ventures with other Extension programs, nonprofit organizations and/or governmental agencies to promote the WSU Master Gardener programs in San Juan County as volunteers and resources are available. This would include participation in the Master Gardener Foundation of Washington State.
5. Coordinate with WSU to provide communications, public relations, and advertising to support the goals and objectives of the WSU Master Gardener Program and MGFSJC.

6. Advise and support the WSU Master Gardener Program Coordinator with regard to educational activities in furtherance of the WSU Master Gardener Program goals and objectives.
7. Provide opportunities at each MGFSCJ Board Meeting for the WSU Master Gardener Program Coordinator to participate in an advisory and/or requesting capacity.
8. Purchase computers and audio visual equipment for use during Master Gardener training, diagnostic clinics and Foundation meetings.
9. Fund the annual San Juan County Fair Master Gardener booth and exhibits.
10. Support the plant diagnostic clinic with supplies and equipment.
11. Fund the purchase of native plants for the annual Native Plant Sale.
12. Organize and fund the Fall Gardening Workshop; an educational presentation open to Master Gardeners and the community.

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 MGFSJC.

#### **IV. USE OF MARKS**

MGFSJC 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 MGFSJC 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, MGFSJC 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 MGFSJC 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 five (5) years thereafter. The Agreement is renewable upon the written consent of the Parties.

#### **VI. TERMINATION**

Either party may terminate this Agreement upon not less than thirty (30) 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 MGFSCJ holds any monies for the benefit of the WSU Master Gardener Program from fundraising or donations, such funds shall be distributed to the Washington State University Master Gardener Program, Friday Harbor, Washington. However, if the named recipient is not then in existence or no longer a qualified distributee, or unwilling or unable to accept the distribution, then the assets of this Foundation shall be distributed to the WSU Master Gardener 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 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 many MGFSCJ members may also serve as WSU 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 the parties and attached to the original document.

**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 five (5) days after deposit in the United States mails registered or certified mail, postage prepaid, addressed as set forth below:

- A. If to WSU San Juan County Extension:  
County Director  
WSU Extension, San Juan County  
221 Weber Way, Suite LL  
Friday Harbor, WA 98250


B. If to Master Gardener Foundation of San Juan County  
C/O WSU Extension  
221 Weber Way, Suite LL  
Friday Harbor, WA 98250

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.

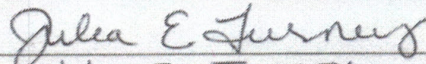
**XVIII. AGREEMENT APPROVAL**

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.

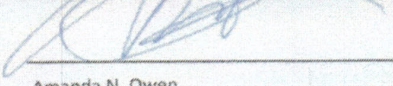
**WASHINGTON STATE UNIVERSITY,  
SAN JUAN COUNTY EXTENSION**

Signature:   
Name: Brook Brewer  
Title: Director, San Juan County  
Date: 3/6/17

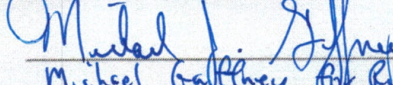
**SAN JUAN COUNTY MASTER GARDENER FOUNDATION**

Signature:   
Name: JULIA E. TURNER  
Title: President  
Date: Feb 28, 2017

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

Signature:   
Name: Amanda N. Owen  
Title: Contracts Manager  
Date: Washington State University 1/24/17

**WASHINGTON STATE UNIVERSITY  
ASSOCIATE DEAN OF EXTENSION**

Signature:   
Name: Michael Gallwey for Rich Koenig  
Date: 8 Mar 17