

**Memorandum of Understanding
For
Establishing and Maintaining
The Washington State University Grant/Adams Area Master Gardener
Demonstration Garden**

I. GENERAL CONDITIONS

- 1.1 **Parties:** This Memorandum of Understanding (MOU) is made and entered into by and between the **CITY OF MOSES LAKE**, hereinafter referred to as the "City", and **WASHINGTON STATE UNIVERSITY GRANT/ADAMS AREA EXTENSION**, hereinafter referred to as the "WSU Extension", a sponsor for the Master Gardener Program and principal advisor for the Master Gardener Demonstration Garden.
- 1.2 **Purpose:** The purpose of this MOU is to establish and reduce to writing a framework for working among the parties in establishing and operating a Master Gardener Demonstration Garden, hereinafter referred to as the Demonstration Garden, on land owned by the City of Moses Lake and under control of the City of Moses Lake Parks and Recreation Department.
- 1.3 **Mission:** The mission of the demonstration garden is to demonstrate, test, teach, learn, and enjoy gardening in its many forms in our unique environment.
- 1.4 **Location:** The specific location of the demonstration garden is 418 East 5th Avenue (adjacent to Moses Lake Library parking lot), Moses Lake, WA, map attached.
- 1.5 **Duration:** The parties agree that the life of the demonstration garden shall be perpetual as long as the following basic criteria are met:
 - a. WSU Grant/Adams Area Extension Master Gardeners promote and participate in the education of the public,
 - b. WSU Grant/Adams Area Extension Master Gardeners maintain the demonstration garden in such a manner that it presents a positive public image,
 - c. The Demonstration Garden meets WSU Extension educational goals, and
 - d. The City of Moses Lake continues to own the land or if the city determines an alternate use for the land.

This MOU shall be effective upon being signed by authorized representatives of the two parties, and shall remain in effect until terminated by one or both parties. In the event this MOU is to be terminated, it may be done only by written notice by any party to the other party with advance notice of no less than 90 days.

- 1.6 **Amendments:** This MOU may be reviewed and the representatives of all the parties may mutually agree upon amended or supplemented in writing. As a minimum, this MOU shall be formally reviewed every five (5) years and renewed upon the agreement of all parties.

II. SPECIFIC CONDITIONS

- 2.1 **Provision of Land:** The City provides, at no cost to WSU Extension, the right to use the grounds, specified in paragraph 1.4. In return for use of the grounds, WSU Grant/Adams Area Extension Master Gardeners shall agree to organize and promote educational use and enjoyment of the demonstration garden that are in the best interests of the general public. The demonstration garden is open to the public subject to the City's rules and regulations.
- 2.2 **Provision of Utilities:** Water will be provided at no cost to WSU Extension. Delivery locations will be agreed to by all parties and will mark the boundary of responsibility for the operation and maintenance of utility systems.
- 2.3 **Restroom and Park Facilities:** Restroom facilities for the demonstration garden are available and maintained by the City.
- 2.4 **Nature of Structural Materials:** The demonstration garden will be developed using temporary structures and paths as much as possible. The term temporary, as used here, means that there will be no concrete, gravel, or other such materials use, that render it costly and time consuming, to return the area to its original state, should the demonstration garden, for any reason be discontinued.

The establishment and operation of the garden will not involve the construction or remodel of any structure or building on said property without first having the program of construction, including plans and specifications approved by the city.

- 2.5 **Maintenance of the Garden:** Since the demonstration garden is a public garden, maintenance activities will be conducted in a manner that makes it reasonably safe for the public, visitors, volunteers, and employees. WSU Grant/Adams Area Extension Master Gardeners will develop and maintain the garden in good faith as has been planned. The garden will utilize and demonstrate the principles of Integrated Pest Management and therefore is responsible for all pesticide applications in the demonstration garden.
- 2.6 **Corrective Actions:** Timely and full performance of all terms and conditions of this MOU is made the essence hereof. Any problem that cannot be resolved at the working level shall be brought to the attention of WSU Grant/Adams Area Extension and the City of Moses Lake Director of Parks and Recreation for resolution. If the three entities are unable to resolve the problem, the Moses Lake City Manger will be the final arbiter.

In the event WSU Grant/Adams Area Extension fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the WSU Grant/Adams Area Extension office of such failure and request that immediate action be taken to correct such failure. If appropriate corrective action is not undertaken within a mutually agreed period of time, the city may, at its option, take such action as is reasonably necessary to correct the failure and/or declare this MOU forfeited and resume possession of the premises.

- 2.7 **Records Maintenance:** WSU Grant/Adams Area Extension shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended on the demonstration garden. These records shall be subject to inspection, review or audit by personnel of all parties, 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 the agreement will be retained for six (6) years after expiration of this agreement. Records and other documents in any

documents in any medium, furnished by one party of this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that the records and documents provided the other party are not erroneously disclosed to third parties.

III. OTHER CONDITIONS

- 3.1 Anti-Discrimination: WSU Grant/Adams Area Extension and Grant/Adams Area Master Gardeners shall not discriminate against any person or persons because of race, religion, color, sexual orientation, gender or national origin in the conduct of its operation hereunder.
- 3.2 Laws, Licenses and Permits: The laws of the State of Washington shall govern this agreement. WSU Grant/Adams Area Extension shall comply with all Federal, State, and City laws and regulations with regard to construction, licenses or permits to do business, and all other matters. WSU Grant/Adams Area Extension shall further comply with standards and recommendations of the State and local health departments in all matters concerning health and sanitation.
- 3.3 Improper Conduct: WSU Grant/Adams Master Gardeners shall not sell or permit to be sold, used or brought on said premises any intoxicating or alcoholic beverages. WSU Grant/Adams Area Extension shall not permit any gambling at any time upon said premises, and shall not permit improper or immoral conduct on the parts of its officer or members, and shall not permit hawking or any other noise or disturbance designed to attract attention or to solicit trade.
- 3.4 Notification of City Activities: The City will notify the WSU Grant/Adams Area Extension of unusual scheduled maintenance and/or construction activities within or nearby the demonstration garden area.
- 3.5 Notification: Any written communication to the City shall be mailed postage prepaid, addressed to City of Moses Lake, Park and Recreation Director, 401 Balsam, Moses Lake, WA 98837. Any communication to the WSU Grant/Adams Area Extension Office shall be mailed postage prepaid to the WSU Grant County Extension Office, POB 37 – Courthouse, Ephrata, WA 98823. or such other address as the parties may establish by written notice to each other.

IV. SIGNATURES

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 Grant/Adams Area Extension

By: M. Christine Rice

August 24, 2005
Date:

City of Moses Lake

By: Jody D. [Signature]
City Mgr

8-25-05
Date

