MEMORANDUM OF AGREEMENT
between
Washington State University Spokane County Extension
and
Master Gardener Foundation of Spokane 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, by and through its Extension offices in Spokane County, a department of WSU (WSU), and the Master Gardener Foundation of Spokane County (MGFSC), 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 MGFSC as a collaborator in the delivery of research based horticulture information to individuals, communities and horticulture professionals with the purpose of promoting human wellbeing, enhancing our environment and encouraging community stewardship.

To enable both Parties to advance those goals, and to enable MGFSC to accomplish the purposes outlined in this Agreement, WSU and MGFSC enter into this AGREEMENT upon all the terms and conditions herein set forth, including without limitation, Exhibit A (Contractor COVID-19 Vaccination Certification), which is attached hereto and fully incorporated herein by reference. Now, therefore, the Parties hereto 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, or 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, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action

Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

3. To cooperatively ensure that WSU, Spokane County Eaxtension and MGFSC volunteers comply with all applicable WSU policies, including the WSU Master Gardener Program Code of Conduct and Program Policies, as stated in WSU's current Master Gardener Program Handbook.

B. In consideration for MGFSC's furtherance of WSU's educational mission and support of WSU's activities and program delivery, WSU shall provide:

1. Reasonable space for MGFSC educational resources and activities when possible, including use of Spokane County Extension office meeting room(s) when available.
2. Storage space for Foundation records, including access to such during regular office hours.
3. Access to computer equipment, Internet connection, and use of WSU MG books.
4. WSU Master Gardener training, advanced training and continued support to volunteers in furtherance of the WSU Master Gardener program goals and objectives.
5. Assignment of a representative of WSU to be the primary liaison between WSU and MGFSC who may, unless otherwise requested by MGFSC's President, attend board meetings as a nonvoting member. The representative will be the WSU faculty member with current responsibility for the Master Gardener Program, the Master Gardener Program Coordinator, the WSU Spokane County Extension Director, or an employee of WSU Spokane County Extension as delegated by WSU.
6. The opportunity to provide up to three (3) representatives of MGFSC to be an ex officio member of the Master Gardener Program Board of Directors.
7. Access to WSU Master Gardener Programs, newsletters, public relations and WSU Extension expertise, and recognition for volunteers.
8. Cooperative ventures with other Extension programs, and other community-oriented organizations, and participation in various fairs and shows.

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

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.

C. In consideration for MGFSC's furtherance of WSU's educational mission and support of WSU's activities and program delivery, MGFSC shall provide:

1. Financial contributions in support of the WSU Master Gardener programs in Spokane County in accordance with local, state and federal laws and ordinances. This shall be accomplished through either direct monetary support, in-kind support, or a combination thereof, in the amounts herein set forth:

a. Annual financial contribution in an amount of $ 21,000.
   i. Direct monetary support should be made in the form of a check made payable to "Spokane County Master Gardener Program."

   ii. The anticipated financial support amount outlined herein may be adjusted, if necessary, by mutual agreement of the Parties as provided in Section XVI of this Agreement.

b. The fiscal year, for the sake of accounting for the financial support to be provided under this Agreement, shall run from September 1 through August 31, with the satisfaction of the financial support previously set forth complete on or before the end of the fiscal year.

c. In-kind support may include, but is not limited to:
   i. Supplies and materials for the maintenance of Master Gardener program resources.
   ii. Funding for hospitality functions for WSU Master Gardener related activities, such as business meetings (e.g. Winter Meeting), and similar events.
   iii. Funding to maintain diagnostic clinic resources, replacing and/or adding resources for plant clinics.

2. Fundraising activities which may include, but are not limited to:
   a. Conducting plant sales, book sales, raffles and garden tours;
   b. Sale of garden-related items such as t-shirts, hats, and garden tools (list of foregoing provided as examples only);
   c. Hosting educational events;
   d. Applying for grants from private corporations and non-profit entities, governmental entities, and other potential grantors acceptable to both Parties; and
   e. Solicitation of donations and/or endowments from individuals, nonprofit organizations, business entities, and other potential donors acceptable to both Parties.

3. Preparation of an annual budget, maintenance of bank accounts, preparation of periodic financial statements, preparation of reports for governmental agencies, and pay necessary fees and taxes related to the Foundation, including payment of any fees.

4. Promotion of the WSU Master Gardener programs in Spokane 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 Spokane County, such as fundraising as described in subsection C.2. of this document.

5. Participation in cooperative ventures with other Extension programs, nonprofit organizations and/or governmental agencies to promote the WSU Master Gardener programs in Spokane County. This would include participation in the Master Gardener Foundation of Washington State.

6. In coordination with WSU, communications, public relations and advertising as necessary to support the goals and objectives of the WSU Master Gardener Program and MGFSC.

7. MGFSC recognizes itself as a collaborator in and supporter of WSU's specific action to reach out in positive ways to persons who are underrepresented in Extension

programs and activities, and to increase diversity in volunteer programs. This policy will be demonstrated to persons through all reasonable effort.

8. Advice and support to the WSU Master Gardener Program Coordinator and/or WSU Spokane County program staff with regard to educational activities in furtherance of the WSU Master Gardener Program goals and objectives.
9. Opportunities at each MGFSC Board Meeting for the WSU Master Gardener Program Coordinator, or their designated representative to participate in an advisory and/or requesting capacity.

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 MGFSC.

IV. USE OF MARKS

MGFSC 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 MGFSC 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, MGFSC 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 MGFSC 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 three (3) 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 90 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 MGFSC holds any monies for the benefit of the WSU Spokane County Master Gardener Program from fundraising, donations, or any other source, such funds shall be immediately transferred to the WSU Spokane County 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 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 a 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 MGFSC 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 5 days after deposit in the United States mails registered or certified mail, postage prepaid, addressed as set forth below:

A. If to WSU Spokane County Extension:
   MG Program Leader
   WSU Extension, Spokane County
   222 N Havana St
   Spokane, WA 99202

B. If to Master Gardener Foundation of Spokane County:
   Current President

Master Gardener Foundation of Spokane County
222 N Havana St
Spokane, WA 99202

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.

RECOMMENDATION FOR APPROVAL

The following, by signing, recommend approval for this AGREEMENT.

FOR WSU SPOKANE COUNTY EXTENSION

Tim Kohlhauff

Name: Tim Kohlhauff

Title: Urban Horticulture Coordinator

Date: 3/2/22

MASTER GARDENER PROGRAM LEADER

Jennifer Marquis

Name: Jennifer Marquis

Title: WSU Extension Master Gardener Program Leader

Date: 03/03/2022

APPROVED:

WASHINGTON STATE UNIVERSITY SPOKANE COUNTY EXTENSION

Gary Varrella

Name: Gary Varrella

Title: Director, WSU Spokane County Extension

Date: 3-3-22

MASTER GARDENER FOUNDATION OF SPOKANE COUNTY

Matt Velasco

Name: Matthias Velasco

Title: President, MGFSC

Date: ~~4-3-22~~ 3-4-22

WASHINGTON STATE UNIVERSITY OFFICE OF REAL ESATE and BUSINESS OPERATIONS

Heather Davison

Name: Heather Davison

Title: Associate Manager, Real Estate and Business Operations

Date: 3/8/2022

WASHINGTON STATE UNIVERSITY ASSOCIATE DEAN OF EXTENSION

Vicki A Mccracken

Name: Vicki McCracken

Title: Associate Dean for Extension

Date: 10/5/2023

Washington State University

EXHIBIT A
Contractor COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

WSU Workday Contract Number: CCN001123

I hereby certify, on behalf of the firm identified below, as follows (check one):

☒ *BIDDER/CONTRACTOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.* Bidder/Contractor:

1. Has reviewed and understands Contractor's obligations as set forth in *Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021);*
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) who will work "on site" at WSU that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at WSU premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at WSU premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

7. Will provide to WSU, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

☐ *CONTRACTOR IS NOT ABLE TO PERFORM IN COMPLIANCE WITH THE VACCINATION PROCLAMATION.* Contractor is not able to perform the contract obligations in compliance with the above-referenced Proclamation. [Note: Compliance with the Proclamation is mandatory. Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: MASTER GARDENER FOUNDATION SPOKANE COUNTY
Name of Contractor/Bidder – Print full legal entity name of firm

By: Matt R Velasco
Signature of authorized person

MATHIAS R. VELASCO
Print Name of person making certifications for firm

Title: PRESIDENT
Title of person signing certificate

Place: SPOKANE, WA
Print city and state where signed

Date: 16 FEB 2022

Return with contract response.
Failure to submit will result in disqualification.

MEMORANDUM OF AGREEMENT

between
Washington State University Spokane County Extension
and
Master Gardener Foundation of Spokane County

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Washington State University Spokane County Extension, an institution of higher education and agency of the state of Washington (WSU), and the Master Gardener Foundation of Spokane County (MGFSC), 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 Spokane County Extension recognizes MGFSC as a partner 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 MGFSC to accomplish its purposes in the most efficient manner, WSU Spokane County Extension and MGFSC 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 MGFSC's furtherance of WSU's educational mission and support in activities and program delivery, WSU Spokane County Extension Master Gardener Program (Program) shall provide:

1. Master Gardener volunteer training and continued support of volunteers in furtherance of the Program goals and objectives.
2. A representative of the Program to be the primary liaison between WSU and MGFSC and may, unless otherwise requested by MGFSC's President, attend board meetings as a non-voting member. The representative will be the WSU faculty member with current responsibility for the Program, the Program Coordinator, the WSU Spokane County Extension Director, or an employee of WSU Spokane County Extension as delegated by WSU.
3. The opportunity to participate in other Extension programs.
4. Meeting space for the MGFSC meetings.
5. Horticulture and environmental stewardship education to Spokane County residents as per the WSU Master Gardener Program Mission.
6. Maintenance of the building space and the plant clinic.
7. The opportunity to provide up to three (3) representatives of MGFSC to be an ex officio member of the Program Board of Directors.

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 MGFSC.

C. In consideration for MGFSC's furtherance of WSU's educational mission and support in activities and program delivery, MGFSC shall provide:

1. Financial support, either direct monetary support, in-kind support, or a combination thereof, in the amounts herein set forth:
   a. An amount equal to the lesser of 25% of MGFSC's total assets as of July 31 of the then present year or,
      - $ 18,000 in 2019
      - $ 20,000 in 2020
      - $ 21,000 in 2021
   b. The anticipated financial support amounts outlined herein may be adjusted, if necessary, by mutual agreement of the Parties as provided in Section XVI of this Agreement.
   c. The fiscal year, for the sake of accounting for the financial support to be provided under this Agreement, shall run from September 1 through August 31, with satisfaction of the financial support previously set forth complete on or before the end of the fiscal year.
   d. Direct monetary support should be made in the form of a check made payable to "Spokane County Master Gardener Program."
2. It is the intent of both Parties that the annual contribution to financial support for subsequent MOAs will be a fixed sum (periodically adjusted, the basis of the adjustment to be determined when this MOA is renegotiated in 2021).
3. Direct monetary or in-kind support may include, but is not limited to:
   a. Supplies and materials for the maintenance of the demonstration garden, and other program resources.
   b. Marketing communications, public relations, and advertising support for Program events, functions, etc.
   c. 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 the Program.

IV. USE OF MARKS

MGFSC 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 MGFSC 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, MGFSC 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 MGFSC 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 approximately (3) years thereafter, terminating on September 1, 2022 The Agreement is renewable upon the written consent of the Parties.

VI. TERMINATION

Either Party may terminate this Agreement upon not less than ninety (90) 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 MGFSC holds any monies for the benefit of the WSU Master Gardener Program from fundraising, donations, or any other source, such funds shall be transferred to the 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 reasonably 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 MGFSC members may also serve as WSU Spokane County Extension 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 such Party and attached to the original Agreement.

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 10 business days after deposit in the United States mails registered or certified mail, postage prepaid, addressed as set forth below:

A. If to WSU:
   WSU Spokane County Extension MG Program Leader
   WSU Extension
   222 N. Havana
   Spokane Valley, WA 99202

B. If to Master Gardener Foundation of Spokane County:
   Current President
   Master Gardener Foundation of Spokane County
   222 N. Havana
   Spokane Valley, WA 99202

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 SPOKANE COUNTY

Signature: [signature]

Name: Gary Varrella

Title: Interim Co Director

Date: 9-12-19

MASTER GARDENER FOUNDATION OF SPOKANE COUNTY

Signature: [signature]

Name: Cathi Lamoreux

Title: President

Date: 10-9-19

WASHINGTON STATE UNIVERSITY
OFFICE OF FINANCE AND ADMINISTRATION

Signature: [signature]

Name: Heather Davison

Title: Contracts and Real Estate Associate Manager

Date: 9/4/2019

WASHINGTON STATE UNIVERSITY ASSOCIATE DEAN OF EXTENSION

Signature: [signature]

Name: Michael J. Gaffney

Title: Acting Director

Date: 10 October 2019