

MEMORANDUM OF AGREEMENT

between

NORTH CAROLINA COOPERATIVE EXTENSION - BUNCOMBE COUNTY CENTER

and

EXTENSION MASTER GARDENER VOLUNTEER ASSOCIATION

of

BUNCOMBE COUNTY

This Memorandum of Agreement (MOA) is entered into by North Carolina Cooperative Extension – Buncombe County Center (the County) and the Extension Master Gardener Volunteer Association of Buncombe County, Inc. (the Association) for the purpose of formalizing and clarifying their respective roles and relationship with regard to support of the Buncombe County Extension Master Gardener Program (the Program).

I. DURATION OF AGREEMENT:

This MOA becomes effective on the date of last signature below and remains in force for a period of one (1) year. Thereafter, the MOA shall be automatically renewed for one (1)-year successive terms, unless terminated by either party. Either party may terminate this agreement upon 60 days advance written notice to the other party. Any Amendments to this MOA must be in writing and signed by both parties.

II. GENERAL PRINCIPLES:

The Association focuses on supporting the Program and the Program's volunteers. The Buncombe County Extension Master Gardener Program and Program volunteers focus on providing direct service to the public.

While the ultimate responsibility for the Program rests with the County's Extension Agent, Agriculture – Consumer Horticulture and staff, the Association is a separate organization and vital partner, providing much-needed financial support, advocacy, and educational opportunities for volunteers and staff.

This MOA does not preclude the North Carolina Cooperative Extension – Buncombe County Center from organizing, sponsoring, and conducting other training opportunities for Program volunteers, nor does it preclude the Association from supporting or partnering with County programs to offer local or regional events for Program volunteers.

The respective roles and responsibilities of the County and the Association are identified in the following Sections III and IV.

III. COUNTY'S ROLE:

- Develop and deliver research-based educational programs;
- Convene and facilitate public discussion and dialogues;
- Partner with relevant public and private entities;
- Promote research-based public policy;

- Direct consumer horticulture outreach to the public;
- Provide training and management of Program volunteers;
- Actively support the Association by promoting Association events and conferences provided for the Program's volunteers;
- Designate the County's Extension Agent, Agriculture – Consumer Horticulture as the advisor to the Association, including participating in meetings, assisting with distribution of information, promotion of events and encouraging participation by County staff and Program volunteers; and
- Be described in Association literature as a "partner", "co-host", or other terms acceptable to the County.

IV. ASSOCIATION'S ROLE:

- Support the County's Extension Agent, Agriculture – Consumer Horticulture and the Program;
- Improve the effectiveness of Program volunteers;
- Sponsor and co-sponsor education and training activities for Program volunteers in partnership with County, multi-county and statewide NC State programs as well as with county volunteer associations;
- Raise issues of concern for improvement of the Program;
- Facilitate communication among Program volunteers through Association newsletters, website, regular meetings, or other events;
- Adhere to all brand standards and guidelines of NC State Extension, as set forth and approved by the university, relating to the design and development of all Program materials (use proper logos, for example) as well as the overall manner in which the Program operates in the marketplace (e.g. messaging, tone, etc.);
- Raise funds in support of the Association, County and multi-county programs, consumer horticulture, and volunteer programs;
- Advocate for the Program;
- Conduct its organization in a manner consistent with the mission of NC State and in compliance with the Guidelines of the Program;
- Restrict membership to active Program students, interns, and volunteers currently in good standing in the County volunteer Program.
- Comply with all federal and state laws; and
- Commit to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability and welcome all persons without regard to sexual orientation.

V. TERMS AND CONDITIONS:

1. **Authority.** The undersigned signatories each represent that he or she is duly authorized to execute this MOA on behalf of his or her respective party.
2. **Governing Law.** This MOA shall be governed by and construed in accordance with the laws of the State of North Carolina.

3. **Relationship of the Parties.** This MOA does not and shall not be considered to create a legal partnership or joint venture between the Association and the County. Neither party shall have the power to bind nor obligate the other, except as expressly provided herein.
4. **Resolution.** The parties will work together to maintain an environment of high quality programming. At the request of either party, a meeting or conference will promptly be held between the County and the Association to resolve any problems or develop any improvements in the provision of the Program.
5. **Indemnification.** To the extent permitted by law, the Association shall indemnify and hold harmless the County, its employees and agents from and against any liabilities, damages, or claims (including attorney's fees) arising out of any injuries (including death) or property damage suffered by any person as a result of Association's use and operation of the Program.
6. **Assignment.** This MOA may not be assigned, transferred, or sublicensed, in whole or in part, by Association without the prior written consent of the County.

North Carolina Cooperative Extension – Buncombe County Center

By Alvin Arnold
Its: Extension Agent – Consumer Horticulture

3/12/18
Date

By Stephen M. Duvette
Its: County Extension Director

3/12/18
Date

Extension Master Gardener Volunteer Association of Buncombe County

By Nancy A. Reed
Its: Chair, Steering Committee

3-12-18
Date