

MEMORANDUM OF AGREEMENT

between

Washington State University

and

Washington State Commission on Pesticide Registration

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 College of Agricultural, Human, and Natural Resource Sciences (CAHNRS), and the Washington State Commission on Pesticide Registration (Commission or WSCPR). In this Agreement, all the above entities are jointly referred to as the Parties or individually as a Party.

II. RECITALS

WHEREAS, The Commission's powers and duties are set forth in RCW 15.92.090 through 15.92.110. Legislative funding of the Commission is made to WSU;

WHEREAS, This Agreement recognizes that under RCW 15.92.095(1)(a) the Commission is the entity responsible for expending funds appropriated by the legislature for Commission purposes listed in RCW 15.92.095. The Agreement further recognizes that WSU is the fiscal agent for the WSCPR appropriations that are made to WSU by the Washington State Legislature;

WHEREAS, This Agreement is necessary to define the role of the Parties with respect to Commission funds;

WHEREAS, the Parties previously entered into that certain Memorandum of Understanding, fully executed on September 8, 1998 (the "MOU"), regarding the expenditure of Commission funds;

WHEREAS, the Commission entered into a contract with the Agriculture Development Group, Inc. (the "Contracted Commission Administrator"), commencing on July 1, 2011, regarding the administration of Commission funds and performance of other duties as agreed upon therein;

WHEREAS, the Parties previously entered into that certain Letter of Agreement, fully executed on September 13, 2011 (the "2011 LOA"), regarding the expenditure of Commission funds;

WHEREAS, the Parties previously entered into that certain Letter of Agreement, fully executed on August 13, 2012 (the "2012 LOA"), regarding the expenditure of Commission funds;

WHEREAS, the Parties previously entered into Amendment No. 1 to the 2012 LOA extending its term end date to June 30, 2014;

WHEREAS, the Parties previously entered into Amendment No. 2 to the 2012 LOA extending its term end date to June 30, 2015;

WHEREAS, the Parties previously entered into Amendment No. 3 to the 2012 LOA extending its term end date to June 30, 2016;

WHEREAS, the Parties previously entered into Amendment No. 4 to the 2012 LOA extending its term end date to June 30, 2017;

WHEREAS, the Parties previously entered into that certain Memorandum of Agreement, fully executed on September 27, 2017 (the "MOA"), regarding the expenditure of Commission funds; and

WHEREAS, the parties intend that this Agreement will supersede and replace any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

III. DUTIES OF THE PARTIES

A. WSU will:

1. Maintain funds appropriated to WSU for the Commission
2. Pay:
 - a. Vendors/grant recipients in accordance with the terms of their contracts with Commission.
 - b. Commission member travel expenses in accordance with state regulations. If proper and complete documentation is not submitted with vouchers, the WSU point of contact for the WSCPR will notify the Commission within ten (10) business days.
 - c. The Contracted Commission Administrator within thirty (30) business days of receipt of the invoice, an amount as approved by the WSCPR.
 - d. The Contracted Commission Administrator, administrative expenses in an amount allowable in the personal service contract and approved by the Commission.
 - e. Additional expenses approved by the Commission.
3. Set up WSU grant recipient accounts within fifteen (15) days of notice of award.
4. Prepare quarterly financial reports of Commission funds, and make the reports available each quarter to the Commission.

5. Note: In carrying out its duties, WSU may withhold a particular payment if the payment would cause the Commission to spend funds in excess of its appropriation, or if the payment is not consistent with state law. If WSU is unable to make payment after submission of expenses, the Commission must be advised within five (5) days of determination of non-payment and the cause. Contact must be made via email or US mail to the Contracted Commission Administrator and the Commission.

B. Commission will:

1. Request payment only for matters authorized in RCW 15.92.095.
2. Maintain accurate records of expenses and Commission business, and make such records available to WSU upon request.
3. Pay WSU an administrative fee of \$1,200.00 per month to carry out the terms of this Agreement.
4. Submit to WSU the following items for action:
 - a. Vouchers for payment.
 - b. Notice of Award letters.

IV. 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 indefinitely upon the written consent of the Parties.

V. 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.

VI. 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.

VII. 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.

VIII. 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 appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint a third 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.

IX. GOVERNANCE

The laws of the State of Washington shall govern this Agreement.

X. ENTIRE AGREEMENT

This Agreement, and any attachments and amendments hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. 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 hereto.

XI. 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.

XII. 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:

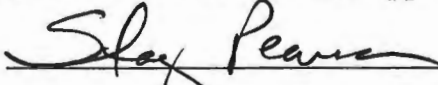
A. If to WSU:
Chris Johnson
Director, CAHNRS Budget and Finance
PO Box 646242
Pullman, WA 99164-6242

B. If to Commission:
Kevin Berendsen

Chair, WSCPR
164 Birch Bay-Lynden Rd.
Lynden, WA 98264

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.

WASHINGTON STATE UNIVERSITY, Approving

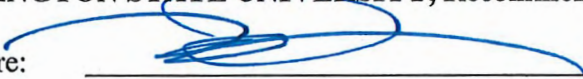
Signature: 

Name: Stacy Pearson

Title: Vice President for Finance and Administration and
Chief Financial Officer

Date: 6-10-19

WASHINGTON STATE UNIVERSITY, Recommending

Signature: 

Name: Chris Johnson

Title: Director, CAHNRS Budget and Finance

Date: 5.22.17

**WASHINGTON STATE COMMISSION ON PESTICIDE
REGISTRATION**

Signature: 

Name: Kevin Berendsen

Title: Chair, WSCPR

Date: 6-4-19