

SPOCO EXT CONTRACT # _____

MEMORANDUM OF AGREEMENT

between

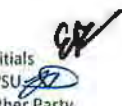
Spokane County Extension

and

Inland Empire Beekeeper Association, Spokane WA

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Washington State University (WSU), an institution of higher education and agency of the state of Washington, by and through its Spokane County Extension (SpoCo Ext) and Inland Empire Beekeepers Association (IEBA), a Washington nonprofit corporation. In this Agreement, all the above entities are jointly referred to as the Parties or individually as a Party.

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II. PURPOSE

SpoCo Ext 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.

SpoCo Ext recognizes IEBA as a partner in the delivery of research-based beekeeping education allowing participants to become competent beekeepers as well as certificated in the state of Washington.

To enable both Parties to advance those goals, and to enable IEBA to accomplish its purposes in the most efficient manner, SpoCo Ext and IEBA 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, or any other legally protected characteristic.

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B. In consideration for IEBA's furtherance of SpoCo Ext's educational mission and support in activities and program delivery, SpoCo Ext shall provide:

1. Classroom space at 222 N Havana St, Spokane WA 99202, including utilities, and kitchen access.
2. A SpoCo Ext Employee in the SpoCo Ext Extension office as the primary liaison between SpoCo Ext and IEBA.

3. Spokane County Extension personnel to receive, track and report registrations.
4. Aid in design, printing and distribution of class enrollment tri-fold document.
5. Promotion of the classes to 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 SpoCo Ext.

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

1. Course Material
2. Instructors for course material.
3. Promotion of classes to the community.
4. Liability coverage for class and outdoor field days.

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 IEBA.

D. IEBA Apprentice Beekeeping Class Registration fees consist of a Class Fee portion, a Washington Master Beekeepers All-Level Fee portion and a Class Supplies portion. In consideration of income derived from Class Registration fees, the following will apply:

1. 2020 Registration Fee = \$70
 - a. The 2020 Class Fee portion of the Registration Fee is \$50; will be split 50/50 between SpoCo Ext and IEBA in the form of a check from SpoCo Ext made payable to IEBA.
 - b. The 2020 Washington Master Beekeepers All-Level Fee is \$10; will be given 100 percent to IEBA in the form of a check from SpoCo Ext made payable to IEBA.
 - c. The 2020 Class supply portion of the Registration Fee is \$10; will be held by SpoCo Ext to be used for cost of printing of class manuals and handouts.
 - Any funds remaining in this reserve at the end of the fiscal year will be given to IEBA in the form of a check from SpoCo Ext made payable to IEBA.
 - If this reserve fund copy charges exceed the value of the fund, SpoCo Ext will bill IEBA for the balance of costs at the end of the fiscal year.
 - IEBA Printing at SpoCo Ext Spokane County Extension will be billed at the published copy rate and will be billed to the reserved Class Supply portion.
 - Any printing performed off-site will be billed to SpoCo Ext Spokane County Extension to be paid from to the reserved Class Supply portion.
 - d. The anticipated financial amounts outlined herein may be adjusted, if necessary, by mutual agreement of the parties as provided in Section XVI of this Agreement.
 - e. The fiscal year, for the sake of accounting for the financial agreements to be provided under this agreement, shall run from September 1 through August 31, with satisfaction of the financial agreements previously set forth complete on or before the end of the fiscal year.
2. It is the intent of both parties that, at minimum, the annual financial agreement in section D(1) for subsequent MOA's will be reviewed annually.

IV. USE OF MARKS

IEBA may not use SpoCo Ext or any WSU 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 IEBA to use the SpoCo Ext marks that specifically pertain to the Apprentice Beekeeping Education programs. If this Agreement is terminated, IEBA agrees to immediately cease using any SpoCo Ext or any WSU marks, including those associated with the WSU Small Farms programs.

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 one (1) year thereafter. 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.

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 SpoCo Ext, Spokane County Extension, or Small Farms 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. 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.

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 ~~appoint~~ appoint 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. Each Party shall bear its own costs for these services.


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Other Party

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

A. If to SpoCo Ext
Beekeeper Liaison
222 N. Havana Spokane,
WA 99202

With copy to: Washington State University
Office of Finance and Administration
Attn: Contracts and Real Estate Office
PO Box 641045
Pullman, WA 99164-1045

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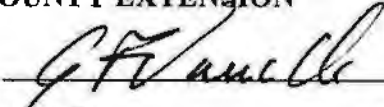
B. If to IEBA:
IEBA
Current President
P.O. Box 8374 Spokane,
WA 99203

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.

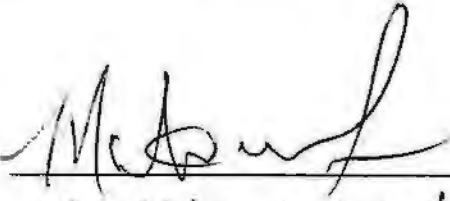
XVIII. AGREEMENT APPROVAL

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.


SPOKANE COUNTY EXTENSION

Signature: 
Name: Gary F Vanello
Title: Interim CO Director
Date: 10-24-19

IEBA

Signature: 
Name: Matthew W. Liere
Title: President
Date: 10/11/2019

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

Signature: 
Name: Heather Davison
Title: Contracts and Real Estate Associate Manager
Date: 9/16/2019