

MEMORANDUM OF AGREEMENT

Between

WSU Spokane County Extension

and

Inland Empire Beekeepers 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.

II. PURPOSE

SpoCo Ext has historically entered into 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 enter into this AGREEMENT upon all the terms and conditions herein set forth.

Now, therefore, the Parties hereto agree as follows:

III. DUTIES OF THE PARTIES

A. Each Party, individually, agrees:

- i. To comply with all federal, state, and local laws applicable to its actions in performance of this Agreement.
- ii. 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.

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

- i. Classroom space at 222 N Havana St, Spokane WA 99202, including utilities, and kitchen access. Instruction Year 2024 dates are as follows: Class days February 10, 2024; February 24, 2024; March 1, 2024; March 15, 2024; and March 22, 2024. Field days March 30, 2024; May 4, 2024; May 25, 2024; and June 15, 2024.
- ii. SpoCo Ext office employee as the primary liaison between SpoCo Ext and IEBA.
- iii. SpoCo Ext office personnel to receive, track and report registrations; and remit funds to IEBA as outlined in subsection D.

- iv. Aid in design, printing, and distribution of class enrollment document/flyer.
 - v. Promotion of the classes to the community.
 - vi. 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 SpoCo Ext' s educational mission and support in activities and program delivery, IEBA shall provide:
- i. Final Apprentice Course Materials at least 30 days prior to the first Apprentice Class date.
 - ii. Instructors for course material.
 - iii. An IEBA member as the primary liaison between SpoCo Ext and IEBA.
 - iv. Promotion of classes to the community.
 - v. Liability coverage for class and outdoor field days.
 - vi. 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 Fee consists of a Class Fee (CF) portion and a Registration/Support (R/S) portion. The portions will be held at SpoCo Ext in a Designated Unreserved Fund Balance (DUFB) account. Funds will be divided and released upon completion of scheduled Apprentice Beekeeper classes in February. In consideration of income derived from Class Registration Fees, the following will apply:
- i. 2024 Registration Fee= \$70 per person.
 - a. The 2024 CF is \$60 which will be remitted in the form of a check from SpoCo Ext made payable to IEBA upon completion of the classes.
 - b. The 2024 R/S is \$10; will be held by SpoCo Ext to be used for the cost of registration including student information and for electronic equipment support in the classrooms.
 - c. The cost of printing of class manuals, handouts, pamphlets, and other materials will be billed to IEBA quarterly by SpoCo Ext.
 - d. The anticipated financial amounts outlined herein may be adjusted, if necessary, by 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.
 - ii. It is the intent of both parties that, at minimum, the annual financial agreement in section D (1) for subsequent MOAs 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 and Ranches 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 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.

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: Beekeepers Liaison 222 N Havana St Spokane, WA 99202	With copy to: Washington State University Office of Finance and Administration Atten: Real Estate and Business Operations P.O. Box 641045 Pullman, WA 99164-1045
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



Name: Gary Varrella

Title: Director, WSU Spokane County Extension

Date: 8-11-23

Washington State University

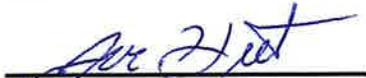


Name: Heather Davison

Title: Contract Manager, Procurement & Contract Services

Date: 8/11/2023

IEBA



Name: Jon Heibert

Title: President, IEBA

Date: 8-11-23

MEMORANDUM OF AGREEMENT

Between

WSU Spokane County Extension

and

Inland Empire Beekeepers 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.

II. PURPOSE

SpoCo Ext has historically entered into 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 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:

- i. To comply with all federal, state and local laws applicable to its actions in performance of this Agreement.
- ii. 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.

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

- i. Classroom space at 222 N Havana St, Spokane WA 99202, including utilities, and kitchen access.
- ii. SpoCo Ext Employee in the SpoCo Ext Extension office as the primary liaison between SpoCo Ext and IEBA.
- iii. Spokane County Extension Personnel to receive, track and report registrations.

- iv. For sums described in Subsection D, provide quarterly financial reports to IEBA Treasurer.
 - v. Aid in design, printing and distribution of class enrollment document/flyer.
 - vi. Promotion of the classes to the community.
 - vii. 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 SpoCo Ext's educational mission and support in activities and program delivery, IEBA shall provide:
- i. Final Apprentice Course Material at least 30 days prior to first Apprentice class.
 - ii. Instructors for course material.
 - iii. An IEBA member as the primary liaison between SpoCo Ext and IEBA.
 - iv. Promotion of classes to the community.
 - v. Liability coverage for class and outdoor field days.
 - vi. 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 Fee consists of a Class Fee (CF) portion, a Washington Master Beekeepers All-Level Fee (ALF) portion, Mailing/Support (M/S) portion and a Class Supply Reserve (CSR) portion. The portions will be held at SpoCo Ext in a Designated Unreserved Fund Balance (DUFEB) account. Funds will be divided and released upon completion of scheduled classes and field days. In consideration of income derived from Class Registration Fees, the following will apply:
- i. 2023 Registration Fee= \$85 per person.
 - a. The 2023 CF 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 2023 ALF is \$10; will be given 100 percent to IEBA in the form of a check from SpoCo Ext Made Payable to IEBA.
 - c. The 2023 M/S is \$5; will be held by SpoCo Ext to be used for cost of mailing student education information and for electronic equipment support if remote learning will be used.
 - 1. Any funds remaining in M/S 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.
 - 2. If M/S fund charges exceed the value of the fund, SpoCo Ext will bill IEBA for the balance of costs at the end of the fiscal year.
 - d. The 2023 CSR is \$20; will be held by SpoCo Ext to be used for cost of printing of class manuals, handouts; pamphlets; and other supplies such as binders for materials.
 - 1. Any funds remaining in this CSR 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.
 - 2. If CSR fund charges exceed the value of the fund, SpoCo Ext will bill IEBA for the balance of costs at the end of the fiscal year.
 - i. IEBA Printing at SpoCo Ext Spokane County Extension will be billed at the published copy rate to the CSR.

- e. The anticipated financial amounts outlined herein may be adjusted, if necessary, by agreement of the parties as provided in Section XVI of this Agreement.
- f. 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.
- ii. It is the intent of both parties that, at minimum, the annual financial agreement in section D (1) for subsequent MOAs 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 and Ranches 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 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.

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:

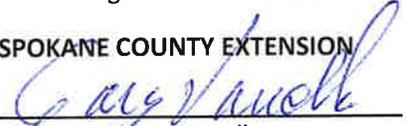
A. If to SpoCo Ext: Beekeepers Liaison 222 N Havana St Spokane, WA 99202	With copy to: Washington State University Office of Finance and Administration Atten: Real Estate and Business Operations P.O. Box 641045 Pullman, WA 99164-1045
B. If to IEBA: IEBA Current President P.O. Box 8374 Spokane, WA 99203	

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


Name: Gary Varrella
Title: WSU Extension County Director
Date: _____

WASHINGTON STATE UNIVERSITY


Name: Heather Davison
Title: Associate Manager, REBO
Date: 7/18/2022

IEBA


Name: Jon Heibert
Title: IEBA President
Date: 8-12-22

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: CCN001124

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;

Washington State University

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: Inland Empire Beekeepers Association
Name of Contractor/Bidder – Print full legal entity name of firm

By: 
Signature of authorized person

Jon Hiebert
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: 7-27-22

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

MEMORANDUM OF AGREEMENT

Between
WSU 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.

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 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:
 - i. To comply withal federal, state and local laws applicable to its actions in performance of this Agreement.
 - ii. 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
- b. In consideration for IEBA’s furtherance of SpoCo Ext’s educational mission and support in activities and program delivery, SpoCo Ext shall provide:
 - i. Classroom space at 222 N Havana St, Spokane WA 99202, including utilities, and kitchen access.
 - ii. A SpoCo Ext Employee in the SpoCo Ext Extension office as the primary liaison between SpoCo Ext and IEBA.
 - iii. Spokane County Extension Personnel to receive, track and report registrations.
 - iv. Aid in design, printing and distribution of class enrollment document/flyer.
 - v. Promotion of the classes to the community.

Initials
WSU 
Other Party

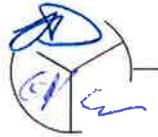


vi. Support for other services will be evaluated and considered on a case by case basis, with due regard for the benefits those services will provide to SpoCo Ext.

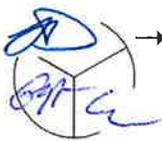
c. In consideration for IEBA's furtherance of SpoCo Ext's educational mission and support in activities and program delivery, IEBA shall provide:

Initials
WSU: 
Other Party





- i. Course Material.
- ii. Instructors for course material.
- iii. An IEBA member as the primary liaison between SpoCo Ext and IEBA.
- iv. Promotion of classes to the community.
- v. Liability coverage for class and outdoor field days.
- vi. 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 Fee consists of a Class Fee (CF) portion, a Washington Master Beekeepers All-Level Fee (ALF) portion, Mailing/Support (M/S) portion and a Class Supply Reserve (CSR) portion. The portions will be held at SpoCo Ext in a DUFB account. Funds will be divided and released upon completion of scheduled classes and field days. In consideration of income derived from Class Registration Fees, the following will apply:

- i. 2022 Registration Fee = \$85 per person.
 - 1. The 2022 CF 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.
 - 2. The 2022 ALF is \$10; will be given 100 percent to IEBA in the form of a check from SpoCo Ext Made Payable to IEBA.
 - 3. The 2022 M/S is \$5; will be held by SpoCo Ext to be used for cost of mailing student education items to remote learners and for electronics equipment support.
 - a. Any funds remaining in M/S 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.
 - b. If M/S fund charges exceed the value of the fund, SpoCo Ext will bill IEBA for the balance of costs at the end of the fiscal year.
 - 4. The 2022 CSR is \$20; will be held by SpoCo Ext to be used for cost of printing of class manuals and handouts; pamphlets; and other supplies such as binders for materials.
 - a. Any funds remaining in this CSR 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.
 - b. If CSR fund charges exceed the value of the fund, SpoCo Ext will bill IEBA for the balance of costs at the end of the fiscal year.
 - i. IEBA Printing at SpoCo Ext Spokane County Extension will be billed at the published copy rate to the CSR.
 - 5. The anticipated financial amounts outlined herein may be adjusted, if necessary, by agreement of the parties as provided in Section XVI of this Agreement.

6. 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.
- ii. It is the intent of both parties that, at minimum, the annual financial agreement in section D (1) for subsequent MOAs 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 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.

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 ~~h~~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:

<p>A. If to SpoCo Ext: Beekeeper Liaison 222 N. Havana Spokane, WA 99202</p>	<p>With copy to: Washington State University Office of Finance and Administration Attn: Contracts and Real Estate <u>and Business</u> <u>Operations Office</u> PO Box 641045 Pullman, WA 99164-1045</p>
<p>B. If to IEBA: IEBA Current President P.O. Box 8374 Spokane, WA 99203</p>	

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.

Initials
WSU 
Other Party



Initials
WSU 
Other Party



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. Varrella
Title: Director, WSU Spokane County Extension
Date: 10-20-21

IEBA

Signature: 
Name: Craig Clause
Title: Acting President
Date: 10-22-21

Initials
WSU 
Other Party



Washington State University ~~Office of Business and Finance~~ Real Estate and Business Operations

Signature: 
Name: Heather Davison
Title: Associate Manager, Real Estate and Business Operations
Date: 10/27/2021

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: CCN001124

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;

Washington State University

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: Inland Empire Beekeeper Association
Name of Contractor/Bidder – Print full legal entity name of firm

By: Craig Clouse
Signature of authorized person

Craig Clouse
Print Name of person making certifications for firm

Title: Acting President
Title of person signing certificate

Place: Spokane, WA
Print city and state where signed

Date: 10-22-21

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

SPOCO EXT CONTRACT # _____

MEMORANDUM OF AGREEMENT

between

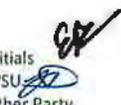
Spokane County Extension

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.

Initials
WSU 
Other Party

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.

Initials
WSU 
Other Party

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.


Initials
WSU
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

Initials
WSU 
Other Party

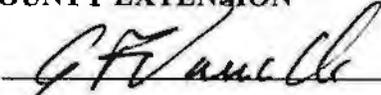
B. If to IEBA:
IEBA
Current President
P.O. Box 8374 Spokane,
WA 99203

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.

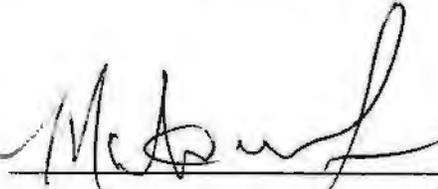
XVIII. AGREEMENT APPROVAL

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