

NO. 25 - 0036

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A  
MEMORANDUM OF AGREEMENT  
AMONG WASHINGTON STATE  
UNIVERSITY SPOKANE COUNTY  
EXTENSION, SPOKANE COUNTY, AND  
INLAND EMPIRE BEEKEEPERS  
ASSOCIATION

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“Spokane County” or “County”); and

**WHEREAS**, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, Washington State University, by and through its Washington State University Spokane County Extension (“WSU SpoCo Ext”) is a public body whose function is: (1) to assist people of the State of Washington in making informed decisions through research and experience-based educational programs, (2) to improve agriculture and natural resources, (3) to improve capabilities of individuals and families, (4) to aid communities in developing and adapting to changing conditions, and (5) to provide developmental opportunities for youth; and

**WHEREAS**, Inland Empire Beekeepers Association (“IEBA”), a Washington nonprofit corporation, is a partner in the delivery of research-based beekeeping education to the community; and

**WHEREAS**, WSU SpoCo Ext, Spokane County, and IEBA (“Parties”), desire to enter into a partnership in delivering research-based beekeeping education to enable community participants to become competent beekeepers and certificated in the State of Washington (“Memorandum of Agreement”); and

**WHEREAS**, in furtherance of the Parties educational mission, pursuant to the Memorandum of Agreement, IEBA shall provide beekeeping instruction/classes; WSU SpoCo Ext shall provide

IEBA with classroom space, support services on a case-by-case basis, promotion of classes to the community, and aid in the design, printing, and distribution of class enrollment document/flyer; and Spokane County shall provide WSU SpoCo Ext office personnel to receive, track, and report registrations and remit funds to IEBA as stated in the Memorandum of Agreement; and

**WHEREAS**, the Memorandum of Agreement shall take effect upon execution by all Parties and continue for an initial term five (5) years, with options for 3-5 year renewals.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that either the Chair of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "MEMORANDUM OF AGREEMENT" among Washington State University Spokane County Extension, Spokane County, and Inland Empire Beekeepers Association, pursuant to which under certain terms and conditions, for a five year time frame, IEBA shall provide beekeeping instruction/classes; WSU SpoCo Ext shall provide IEBA with classroom space, support services on a case-by-case basis, promotion of classes to the community, and aid in the design, printing, and distribution of class enrollment document/flyer; and Spokane County shall provide WSU SpoCo Ext office personnel to receive, track, and report registrations and remit funds to IEBA.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of January 2025.



ATTEST:

GINNA VASQUEZ  
GINNA VASQUEZ  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY  
MARY L. KUNEY, CHAIR

JOSH KERNS  
JOSH KERNS, VICE-CHAIR

AL FRENCH  
AL FRENCH, COMMISSIONER

AMBER WALDREF  
AMBER WALDREF, COMMISSIONER

CHRIS JORDAN  
CHRIS JORDAN, COMMISSIONER

**MEMORANDUM OF AGREEMENT**

Between

WSU Spokane County Extension

and

Spokane County

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 WSU Spokane County Extension (WSU SpoCo Ext), Spokane County 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.

**I. PURPOSE**

WSU 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.

WSU SpoCo Ext and Spokane County recognize 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 all Parties to advance those goals, and to enable IEBA to accomplish its purposes in the most efficient manner, WSU SpoCo Ext, Spokane County 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 WSU SpoCo Ext's educational mission and support in activities and program delivery, WSU SpoCo Ext shall provide:

- I. Classroom space at 222 N Havana St, Spokane WA 99202, including utilities, and kitchen access. Instruction Year 2025 dates are as follows: Class days February 8, 2025; February 22, 2025; March 7, 2025; March 21, 2025; and March 28, 2025. Field days April 5, 2025; May 3, 2025; May 31, 2025; and June 21, 2025. Monthly Education meeting days are the second Friday of each month.
- II. WSU SpoCo Ext office employee as the primary liaison between WSU SpoCo Ext and IEBA.
- III. Promotion of the classes to the community.
- IV. 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 SpoCo Ext
- V. Aid in design, printing, and distribution of class enrollment document/flyer.

C. In consideration for IEBA's furtherance of it's educational mission and support in activities and program delivery, Spokane County shall provide:

- I. WSU SpoCo Ext office personnel to receive, track and report registrations; and remit funds to IEBA as outlined in subsection E.

D. In consideration for IEBA' s furtherance of WSU 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 WSU 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.

E. 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 Spokane County. Funds will be divided and released upon completion of scheduled Apprentice Beekeeper classes in May. In consideration of income derived from Class Registration Fees, the following will apply:

- I. The 2025 CF is \$70.
- II. The Registration/Support fee of \$25 per registration will be remitted in the form of a check from Spokane County made payable to WSU Extension upon completion of the classes.
- III. The Class Fee of \$45 per registration will be remitted in the form of a check from Spokane County made payable to IEBA upon completion of the classes.
- IV. The cost of printing class manuals, handouts, pamphlets, and other materials will be billed to IEBA annually, and payable to Spokane County.
- V. The anticipated financial amounts outlined herein may be adjusted, if necessary, by agreement of the parties as provided in Section XVI of this Agreement.

- VI. 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.
- VII. It is the intent of both parties that, at minimum, the financial agreement in section E (1) may be reviewed annually.

#### **IV. USE OF MARKS**

IEBA may not use WSU Ext or any WSU marks without the prior written approval of WSU's Office of Trademarks and the Office of the Attorney General. IEBA may not use any Spokane County marks without the prior written approval of Spokane County's Office of Trademarks and the Office of the Attorney General.

Notwithstanding the foregoing, this Agreement establishes the right of IEBA to use the WSU SpoCo Ext marks that specifically pertain to the Apprentice Beekeeping Education programs. If this Agreement is terminated, IEBA agrees to immediately cease using any WSU 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 multi-year period of five (5) years, with 3 5-year renewals. 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 WSU SpoCo Ext, or Spokane County, 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 WSU 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	
C. If to Spokane County: <i>Purchasing Department</i> 1026 W Broadway., Ste. 103 Spokane, WA 99260	

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.

**C. 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.

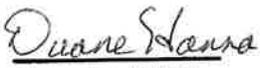
**WSU Spokane County Extension**

  
Name: Gary Varrella  
Title: Director, WSU Spokane  
County Extension  
Date: 1-25-25

**Washington State University**

  
Name: Heather Davison  
Title: Contract Manager, PACS  
Date: 10/25/2024

**IEBA**

  
Name: ~~Jon Heibert~~  
Title: President, IEBA (2025)  
Date: 1-29-25

**Spokane County**

  
Name: Mary L. Kuney  
Title: Commissioner  
Date: 1/21/2025

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

### AGENDA SHEET

**SUBMITTING DEPARTMENT:** *WSU Cooperative Extension*

**CONTACT PERSON:** *Matthew Folsom*

**PHONE NUMBER:** *509-477-5719*

**CHECK TYPE OF MEETING BELOW:**      **BELOW FOR CLERK'S USE ONLY:**

Board Briefing Session Agenda

Clerk's Resolution No.	<u>25 - 0036</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	_____
Public Works No.	_____
Purchasing Dept. No.	_____

**AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item): *In the Matter of Executing a Memorandum of Agreement among Washington State University Spokane County Extension, Spokane County, and Inland Empire Beekeepers Association*

**DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):  
IEBA is a long-time partner with the Spokane Extension proving research-based education, training, and certification in bee keeping. The current MoA once approved by all signors will remain in effect for 5 years, unless one or more parties chooses to end the agreement (section "VI Termination"). The WSU Contracts Office has approved this MoA. Once approved by Spokane County, the IEBA president and the Extension department head will sign the agreement as well.

Section C specifies the provisions from Spokane County, related to office personnel providing basic support and management of registrations of participants, etc.

The IEBA is a successful and effective organization sought out by small agricultural producers and private individuals. In 2024 the IEBA certified 127 individuals through their programs.

**FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): *N/A*

**REQUESTED BOARD ACTION** (if any): *Approval of the MoA by the Spokane County BoCC.*

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: *N/A*

This Item will need to be codified in the Spokane County Code: *No*