

University of Idaho Extension Office

Cooperative Agreement for University of Idaho Extension Programs

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Teton County ("County"), a political subdivision of the State of Idaho, and The Regents of the University of Idaho, Moscow, Idaho (hereinafter “University”) to promote and provide cooperative extension programs (“Extension Programs”).

Whereas, University of Idaho is the land-grant university in the state of Idaho, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and the state of Idaho approved that Act, specifically:

The assent of the legislature of the state of Idaho is hereby given to all the provisions of an act of Congress, approved July 2, 1862, entitled, “An act donating public lands to the several states which may provide colleges for the benefit of agriculture and the mechanic arts,” and the acts amendatory thereof and supplementary thereto. (I.C. § 33-2901)

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and the state of Idaho approved that Act, specifically:

The state board of education and board of regents of the University of Idaho are authorized and empowered to receive the grants of money appropriated under such act, and to organize and conduct agricultural extension work which shall be carried on in connection with the terms and conditions expressed in the act of Congress aforesaid; and the treasurer of the state board of education and board of regents of the University of Idaho is hereby designated as the officer to whom all moneys granted to the state of Idaho under said act shall be paid. (I.C. § 33-2904)

Whereas, the Idaho Legislature has established an extension service and has enabled Idaho’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

The board of county commissioners of the several counties within the state of Idaho are hereby authorized and empowered to provide funds for demonstration work in agriculture and home economics within said counties and for the employment of extension agents in agriculture and home economics in cooperation with the University of Idaho and the United States department of agriculture; and board of regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the college of agriculture of the state university in accordance with the terms and conditions expressed in the said act of Congress. (IC §31-839)

Whereas, Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners; and,

Whereas, University and County desire to enter into this Cooperation Agreement to set out the nature of the program and the relationship of the parties:

Therefore, University and County do hereby agree to expend their best efforts to conduct and support an Extension program under the following terms and conditions:

1. **Extension Programs.** University shall provide and administer Extension Programs within County, which are directed at improving the quality of life for people in County, enhancing economic opportunity within County, and sustaining the natural resources of County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Programs and expenses for such are acceptable for reimbursement from the operating budget provided by County (see Appendix A).
2. **Term and Renewal.** This Agreement shall be for the period beginning 10/1/2019 and ending 9/30/2020 (“Term”). University and County have had a long-standing relationship concerning Extension Programs and anticipate that this Agreement may be renewed annually. At the time this Agreement is renewed, University and County may review specific program objectives for Extension Programs in the future, evaluate past accomplishments, and consider any other aspects of their relationship.
3. **Employees.** University shall assign and provide funding for one or more University employee(s) to perform Extension Programs within County, including, but not limited to the following positions: ~~Extension Assistant, 4-H Coordinator, and AmeriCorps Youth Development Instructor~~ one Extension educator. University shall appoint one University employee to act as the Extension County Chair for County. Additional employees may be funded by University, County, or a combination of University and County, as may be mutually agreed and set forth below. All University employees shall be governed by University policies and procedures. All County employees shall be governed by County policies and procedures.
4. **Extension Office Support Staff.**
 - a. County in cooperation with the Extension County Chair shall recruit, hire and evaluate support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) according to County personnel policies and procedures according to the dollar amount set forth in **Appendix A**. Such support staff shall be (i) County employees whose recruitment, hiring, evaluation, and employment is governed by County rules and regulations and other administrative County policies, and (ii) supervised by Extension County Chair in cooperation with Teton County Human Resources.
5. **Operating Budget.**
 - a. Teton County shall provide in its annual County budget a total operating budget of \$ [REDACTED] for Extension Programs. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by University without the prior written consent of County. A summary of the budget items and anticipated expenditures are set forth in **Appendix A**. County may subdivide the budgeted items listed in the summary to conform to

County's system of account titles. County commissioners also agree to authorize each account, handled by University faculty, employees and County staff, and to have such authorized accounts audited annually by County auditor or County-authorized auditor. All Extension personnel shall follow all county policies and procedures for financial expenditures.

6. **Facilities and Equipment.** With respect to adequate facilities, including office space, furnishings, and other necessary equipment for extension employee(s) and support staff, County shall:
 - a. Provide for facilities and equipment for use by University and county employees, as set forth in Appendix B (include in Appendix B a brief description and address of each provided facility, i.e. County Extension Office, address, office maintenance, equipment, supplies, and other operating expenses).
 - b. If this agreement is terminated, all equipment purchased or furnished by County or University for the benefit of County Extension Office, shall be returned to original purchaser/supplier.

7. **Coordination.** The Extension County Chair, with the advice and consent of Extension administrators, shall directly coordinate all Extension Programs, the operating budget, and the support staff, as allowed under the provisions of this agreement, within County in order to:
 - a. Help the residents of County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Programs shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget;

 - b. Manage the operating budget in accordance with generally accepted accounting principles. With prior approval of the County, flexibility between budget categories may be allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with Teton County fiscal procedures.

8. **Vehicle Use.** As part of this Agreement:
 - a. Teton County will provide a vehicle [2006 GMC Sierra 1500, VIN 1GTEK19Z06Z248325] to be used in conducting and delivering the University educational programs and duties described in this Agreement. The vehicle will be in good working order and have the proper registration as required in County and/or by state law. The County further agrees to at all times maintain automobile insurance on the vehicle with coverage up to the Parties' maximum exposure of \$500,000 per incident.
 - i. In the event of damage to persons or property arising out of the University's use of County-owned vehicles by an officer, agent, volunteer or employee of the University of Idaho, the University agrees to pay County's out-of-pocket expenses that are not covered by County's insurance. It is the parties' intention that the out-of-pocket expenses that the University of Idaho is agreeing to cover is limited

to County's insurance deductible, if any, and any damage to County's property caused by a University of Idaho employee that is not covered by insurance.

- b. Where applicable, Extension employees may use their own vehicle, so long as it is registered and insured as required in County and/or by state law, and County will reimburse for reasonable mileage at the in accordance with County's approved mileage rate and policy for those miles driven to conduct and deliver the educational programs and duties described in this agreement. Reimbursement for mileage shall not exceed that amount budgeted in Appendix A.
9. **No Discrimination.** University and County shall provide Extension Programs to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.
10. **Equal Opportunity.** County and University mutually agree to comply with all applicable county, state, and federal laws and regulations concerning Equal Employment Opportunity.
11. **Liability.** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors. If the County is providing a County owned vehicle for University's use under this agreement, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.
 - a. County shall promptly notify the University of Idaho Risk Manager at risk@uidaho.edu, or 208-885-6177, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same;
 - b. The University shall promptly notify Holly Powers, County Operations manager at hpowers@co.teton.id.us, or 208-354-8775 of any such claim of which it has knowledge and shall cooperate fully with the County or its representatives in the defense of the same.
12. **Reasonable Attorney's Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed
13. **Signatory Authority.** In carrying out the goals and of this Agreement, no person who is not an authorized signatory may enter into binding contract negotiations, or approve or execute a contract on behalf of University without explicit written permission from an authorized

signatory. Those signing without such authority may incur personal liability, and/or may be subject to discipline by University, including termination.

14. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.

15. **Assignment.** This Agreement may not be assigned by either party.

16. **Jurisdiction.** This agreement shall be governed and interpreted by the laws of the State of Idaho.

17. **Contacts.** Contact information for COUNTY and UNIVERSITY is noted below:

Contract Questions: UNIVERSITY	Contract Questions: COUNTY
Kay Dee Holmes, Contract Review Officer University of Idaho 875 Perimeter Drive, MS 3020 Moscow, ID 83844-3020 kholmes@uidaho.edu 208-885-2014	Billie Siddoway, Teton County Prosecutor 230 N Main Street Driggs, ID 83422 bsiddoway@co.teton.id.us (208) 354-2990
Financial Questions: UNIVERSITY	Financial Questions: COUNTY
Heather Nelson, Associate Director University of Idaho 875 Perimeter Drive MS 3020 Moscow, ID 83844-3020 hnelson@uidaho.edu 208-885-6680	Kim Keeley, Teton County Clerk 150 Courthouse Drive - Room 208 Driggs, ID 83422 clerk@co.teton.id.us (208) 354-8780
Programmatic inquiries: UNIVERSITY	Programmatic Inquiries: COUNTY
Marnie Spencer University of Idaho 1776 Science Center Drive Suite 205 Idaho Falls, ID 83402 marniers@uidaho.edu (208) 529-8376	Jennifer Werlin University of Idaho - Teton County Extension 235 S. 5 th E. Driggs, ID 83455 jwerlin@uidaho.edu (208) 354-2961

18. **Termination of Agreement.** This Agreement may be terminated by either party upon ninety (90) days written notice. The party terminating this Agreement will be responsible for any extra costs that may occur for employee benefits, including annual and sick leave, equipment leases, etc., for the remainder of the contract year.

19. **Merger.** This Agreement and all other agreements, and appendices referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between University and County pertaining to the subject matter contained herein and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be

contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth herein.

ACKNOWLEDGMENT

The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions. Each party is signing this amendment on the date stated opposite that party's signature.

This MOU was approved by the TETON COUNTY BOARD OF COMMISSIONERS at its regular meeting on the ___ day of _____, 20__

Date: _____ By: _____
Commissioner

Date: _____ By: _____
Commissioner

Date: _____ By: _____
Commissioner

ATTEST:

County Clerk

REGENTS OF THE UNIVERSITY OF IDAHO

Date: _____ By: _____
Director, Office of Sponsored Programs

COUNTY EXTENSION AGREEMENT

University of Idaho Extension, College of Agricultural & Life Sciences

This is to certify that the final budget for University of Idaho Extension in _____
County was approved by the _____ COUNTY BOARD OF COMMISSIONERS at
its budget meeting on the _____ day of _____, 20____.

(SEAL)

Clerk, Board of County Commissioners Date

Chair, Board of County Commissioners Date

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In consideration of the County Extension Budget, University of Idaho Extension of the College of
Agricultural and Life Sciences agrees to employ the following county Extension faculty to be stationed
in Teton County. (Faculty sign below to indicate knowledge of final budget)

Extension Educator	Date	Extension Educator	Date
Extension Educator	Date	Extension Educator	Date
Extension Educator	Date	Extension Educator	Date

University of Idaho Extension further agrees to pay the remainder of the salary of such county
Extension faculty when state and federal funds are available and to furnish supervision, assistance by
specialists and other staff members, and to provide other services of the University of Idaho that are
available for Extension educational programs.

District Director	Date	Director, University of Idaho Extension	Date
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Appendix B. County Chairs

Description and address of each provided facility, i.e. County Extension Office, address, furnishings, equipment, office supplies, and other personal property, for use by the Extension Office and the owner (County or University)

Description of Property	Owner
Teton County Extension Office at 235 S. 5 th E., Driggs, Idaho 83455	City of Driggs
Taskalfa 3051ci Printer Shoretel Phones (2 cordless, 1 corded) Ultima 35 EZ load Laminator Other Significant Properties: 1 wooden desk and 3 office chairs 2 dry erase board easels 1 podium/stand up portable work station	Teton County
Dell XPS desktop computer Lenovo ThinkPad Yoga 260 Labtop Lenovo Ideapad 110 Laptop 2 Dell Inspiron Laptops 3 Dell Pentium Laptops 2 Toshiba Satellite c655 laptops 2 I-Pads (6 th Generation) Hisonic Sound System (Portable) Peavey PV18B Sound System (speakers) Viewsonic PJD5555W Projector Gestetner c7526dn Printer Other Significant Properties: 1 wooden desk and 2 office chairs 2 Storage Sheds 171 gray Small animal livestock panels/gates 33 gray livestock panels/gates 38 Green Powder River Livestock panels/gates 1 Horticulture Grow Light (Purple Rein) 3 Beekeeping Langstroth Hives 1 dry erase board easel 1 Vision Scope 2 microscope	University of Idaho