

TOOELE COUNTY CORPORATION

CONTRACT # 15-02-09

STANDARD COOPERATIVE AGREEMENT
FOR UTAH STATE UNIVERSITY
EXTENSION EDUCATIONAL WORK - 2015

This cooperative agreement between Tooele County ("County") and Utah State University, Cooperative Extension Service ("USU Extension"), for the purpose of establishing a partnership between the citizens of Utah residing in said county and Utah State University.

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

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Cooperative Extension work, a partnership of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an agricultural extension service at Utah State University (U.C.A. §53B-18-201) and has enabled the various counties within the state of Utah to become a third legal partner in the educational endeavor of cooperative extension work, namely:

Utah State University "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county." (U.C.A. §53B-18-202), and

Whereas, Utah State University has organized its agricultural extension service as follows:

(a) Extension county faculty who directly serve in specific counties; (b) Extension county directors, who direct the services within a specific county and supervise county support staff and Extension Educators; (c) Extension regional directors, who manage the services for a multi-county area; and supervise all county based faculty (d) the Utah State University Vice President for Extension, and on-campus staff, who oversee the entire program.

Therefore, USU Extension and the County agree as follows:

1. This cooperative agreement is be for the period beginning January 1, 2015 and ending December 31, 2015. USU Extension and the County have had a long-standing relationship concerning extension educational work and anticipate that this cooperative agreement will be renewed annually. If this cooperative agreement is renewed, USU Extension and the County may review specific program objectives for the extension educational work in the future and evaluate past accomplishments.
2. USU Extension shall appoint and fund one or more extension faculty to perform extension educational work within the county and shall appoint one extension faculty to act as the Extension County Director for the county. (These appointments shall be satisfactory to both parties.) Additional faculty shall be funded by USU Extension, the County or a combination of USU and the County as is mutually agreed. The extension faculty shall be university employees whose employment is governed by Utah State University policies and procedures.
3. The County provides support staff for the extension faculty, e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc. (If these employees are County employees, as such, these employees are governed by the County Office of Personnel Management Rules and Regulations and other administrative county policies. These employees shall be satisfactory to both parties. Furthermore, the County provides for these employees and other budgeted items as set forth and described in paragraph 10 below.)

4. The County provides adequate office, furnishings, and other facilities for the county faculty and support staff. USU Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this cooperative agreement. Each party shall maintain separate ownership and control over any personal property purchased or used in the performance of this cooperative agreement.

5. The County provides in its annual budget for the extension county office. The financial support includes, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, etc. The total budget authorized for the period stated in paragraph 1 above is \$175,394, however this Agreement does not require the payment of any funds to USU. Any direct payments to USU are provided in separate specific contracts. The total dollar amount of the operating budget shall not be exceeded without the prior written consent of the County. A summary of the budget items and anticipated expenditures are stated in paragraph 10 below. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. USU Extension shall provide and administer extension educational work within the county which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Educational activities, field days, local leadership development, training schools, etc., are part of the extension educational work and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. The Extension County Director, with the advice and consent of the Extension Regional Director shall directly supervise all extension educational work, the operating budget, and the support staff.

a. The Extension educational work and related program activities shall help the residents of the county analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. The Extension educational work and program activities shall be designed to render effective educational service and to stay within the total dollar amount of the operating budget (stated in paragraph 5 above).

b. The Extension County Director shall manage the operating budget in accordance with County fiscal policies and accepted accounting practices. Flexibility between categories is 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 the County in accordance with County procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

c. The Extension County Director shall supervise the support staff, employed by the County, in accordance with County personnel policies and procedures, and any support staff employed directly by the university in accordance with Utah State University policies and procedures.

8. USU Extension and the County shall provide program services within the Extension education work to all segments of the County's population without discrimination on the basis of race, color, sex, age, disability, religion, or national origin.

9. USU Extension and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. USU Extension further agrees to be responsible for any wrongful or negligent act committed by any County support staff assigned to and supervised by USU Extension while acting under the direction of USU Extension. Neither party intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

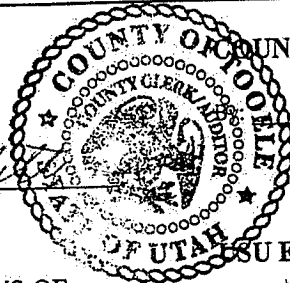
10. Summary of the budget items and anticipated expenditures:

ACCESS CODE (for County Use if needed)	DESCRIPTION	DOLLAR AMOUNT
	SUPPORT STAFF	
	Permanent	\$66,755
	2 Half Time FTE	\$20,000
	EMPLOYEE BENEFITS	
	Retirement & Insurance	\$41,279
	TRAVEL	
	Employee	\$11,500
	Volunteer	\$1,000
	EQUIPMENT	
	Purchases	\$2,500
	Maintenance	\$5,000
	AUTO MAINTENANCE	\$2,500
	CURRENT EXPENSES	
	Books, Subscriptions	
	Office Expense & Supplies	\$17,000
	Telephone	\$360
	Postage	\$1,000
	4-H ACHIEVEMENT PROGRAM	\$6,000
	PASTURE REHABILITATION	\$500
TOTAL		\$175,394

Date: 2-17-15

ATTEST: County Clerk (if required)

By: Maureen Hill
Chairman
Clerk/Deputy



COUNTY COMMISSION:

Wade B. Britner

(APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH)

By: Leah A. Burdick
County Attorney/Deputy (if required)

Extension County Director:

Date 3/11/2015

By: [Signature]
Extension County Director
DocuSigned by:

By: [Signature]
Vice President for Extension
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DS
BA

AGREEMENT

THIS AGREEMENT entered into this 4th day of February, 2015, between TOOELE COUNTY, 47 South Main Street, Tooele, Utah 84074 (hereafter referred to as "County"), and Utah State University Extension, 4900 Old Main Hill, 84322-4900 (hereafter referred to as "USU").

RECITALS

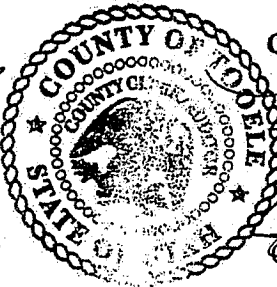
- A. USU agrees to invoice County \$20,000 for funding for two part time program assistants to be employed by USU at the USU Extension office, 151 North Main Tooele, Utah 84074.
- B. County agrees to send a one-time lump sum in the amount of \$20,000 for 2015 calendar year after receipt of invoice.

IN WITNESS WHEREOF, the parties have executed this agreement at Tooele County, Utah.

USU

Justin D. A.
 Extension County Director DS
 DocuSigned by:
Justin D. A. BA
 Vice President for Extension

Date 3/11/2015



COUNTY

Marilyn K. Pitteth
 Clerk/Deputy
[Signature]
 County Attorney
Wade B. Britton
 County Commissioner

Date 2-17-15