

2017 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY  
EXTENSION SERVICES – TOOELE - Amended

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Tooele County (“County”) and Utah State University (“USU”), via its Cooperative Extension Service, to promote and provide cooperative extension services (“Extension Services”).

Whereas, USU 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 Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "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, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Vice President for Extension, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

1. Term and Renewal. This Agreement shall be for the period beginning **January 1, 2017** and ending **December 31, 2017** (“Term”). USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement will be renewed annually. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.

2. USU Employees. USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

3. Support Staff. The County shall provide USU with the dollar amount set forth in Appendix A to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU. The County shall provide the following support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County: Office Secretary, 4-H Secretary, and/or Office Manager. Such support staff shall be (i) County employees whose employment is governed by the County Office of Personnel Management Rules and Regulations and other administrative County policies, and (ii) supervised by the County.

4. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: Tooele County Extension Office, located in the Tooele County Health Department building, 151 North Main, Tooele, Utah 84074. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. **By April 1, 2017, each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.**

5. Operating Budget. The County shall provide in its annual County budget a total operating budget of **\$231,374.00** for Extension Services. 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 USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. Extension Services. USU shall provide and administer Extension Services within the County, which are 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 Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. Coordination. The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.

a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.

b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget 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 employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree 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. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

<p><b>County:</b>          By: <u>Marilyn K. Gillette</u>          Marilyn K. Gillette          County Clerk          Date: <u>3-7-17</u></p>	<p><b>Utah State University:</b>          By: <u>Kenneth White</u>          Kenneth White          Vice President for Extension          Date:</p>
<p>By: <u>Wade Bitner</u>          Wade Bitner          County Commissioner          Date: <u>22 FEB. 2017</u></p>	<p>By: <u>Linden Greenhalgh</u>          Linden Greenhalgh          Extension County Director          Date: <u>3/29/17</u></p>
<p>By: <u>Scott A. Broadhead</u>          Scott A. Broadhead          County Attorney          Date:</p>	



