



**Tooele County Council  
 Agenda Item Summary**

**Department Making Request:**

USU Extension

**Meeting Date:**

May 3, 2022

**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

Exp date: \_\_\_\_\_

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*  
 Exp date: Multiple years

**Budget Impact:**

**In Budget**

**Over Budget**

**Requested Amount:** \$ 233,390.00

**Item Title:** Cooperative Agreement for Utah State University Annual Budget

*Please answer the who? what? when? why?*

This cooperative agreement is between Utah State University Extension and Tooele County. It defines the relationship and reporting duties between USU and Tooele County. This agreement may be signed annually or until mutually terminated in writing by Tooele County and USU but in no event will exceed 50 years.

Each annual operating budget proposed by the County will be in a form similar to that of the exemplary form set forth in Appendix A and shall be executed by the proper County officials, as required by the County.

As soon as available, but no later than January 1 of each year, the County shall provide USU with a proposed annual operating budget. As soon as practicable, but within thirty (30) days of receiving a proposed annual operating budget, USU will either (i) accept the proposed budget by executing it or (ii) provide County with feedback and proposed changes, whereupon the parties will expeditiously cooperate to generate a mutually accepted annual operating budget.

This agreement enables Tooele County to become a collaborator in promoting Extension services.

**List who needs copies when approved:** Tooele County & Utah State University Extension

**COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY  
EXTENSION SERVICES - Tooele**

This Cooperative Agreement (“**Agreement**”) is dated as of the last dated signature below (“**Effective Date**”) and is between Tooele County (“**County**”) and Utah State University (“**USU**”), via its Cooperative Extension Service, to promote and provide cooperative extension services within the County (“**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 extension services within a specific county; (c) extension administrators, who coordinate and supervise extension services related to (i) Agriculture and Natural Resources, (ii) Home and Community, and (iii) Youth Development; (d) on-campus extension faculty, who provide extension content expertise; and (e) the USU Vice President for Extension, who oversees and administers extension services for the state of Utah.

Whereas, the Utah Interlocal Cooperation Act as found in U.C.A. §11-13-101 *et. seq.* sets for the mechanism for entering into cooperative agreements with other governmental agencies as contemplated by U.C.A. §53B-18-202; and

Whereas, inasmuch as it is contemplated that an appropriation under the County’s budget is required for each year of the Agreement (U.C.A. §11-13-202.5(1)(b)) the Legislative Body of the County has approved by Resolution this Agreement; and

Whereas, the Resolution adopting this Agreement has set forth the effective date of this Agreement consistent with the terms contained herein (U.C.A. §11-13-205.5(2)(a));

Therefore, USU and the County agree as follows:

**1. Term and Termination.**

a. Term. This Agreement shall be for the period beginning on the Effective Date and continue until mutually terminated in writing by the County and USU (“**Term**”) but in no event shall exceed 50 years. USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement or a version thereof shall exist so long as State and Federal government support persists.

b. Review and Amendment. At any time during the Term, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments. USU and the County may periodically amend or replace this Agreement to reflect updates and changes that arise relating to Extension Services. Any such amendments must be made in writing.

c. Termination. Either party may terminate this Agreement if the other party breaches any term of this Agreement. Termination will be effective upon notice being received by the breaching party.

**2. Extension Services.** USU shall provide and administer Extension Services, 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. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of each accepted annual operating budget. The Extension County Director (“**Director**”), with the advice and consent of USU’s extension administrators, shall directly coordinate all Extension Services and manage the operating budget for Extensions Services.

### **3. Operating Budget.**

a. Proposed Annual Budget. In the months preceding the end of each calendar year, the County and USU will work together during the County’s annual budget planning period to develop a draft proposed annual operating budget of County funds dedicated to Extension Services for the upcoming year. As soon as available, but no later than January 1 of each year, the County shall provide USU with a proposed annual operating budget. Each annual operating budget proposed by the County will be in a form similar to that of the exemplary form set forth in Appendix A and shall be executed by the proper County officials, as required by the County.

b. Accepted Annual Budget. As soon as practicable, but within thirty (30) days of receiving a proposed annual operating budget, USU will either (i) accept the proposed budget by executing it or (ii) provide County with feedback and proposed changes, whereupon the parties will expeditiously cooperate to generate a mutually accepted annual operating budget. Each accepted annual operating budget executed by both parties will be incorporated by reference in its entirety and made part of this Agreement. The parties recognize that annual operating budgets may vary from year to year. The County agrees to provide USU with access to all of the funds set forth in each accepted annual operating budget. USU agrees not to exceed any given accepted annual operating budget without the prior written consent of the County.

c. Management. The Director shall manage each accepted annual operating budget in accordance with generally accepted accounting principles and consistent with the provisions of the Interlocal Cooperation Act’s fiscal procedures. Flexibility between budget categories is allowed and adjustments may be made at USU’s discretion 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.

### **4. Extension Services Personnel.**

a. Funding of Extension Services Personnel. USU shall appoint and employ the Director, who shall be considered the joint administrator under U.C.A. §11-13-207. USU employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed upon in the accepted annual operating budgets.

b. Support Staff. The County agrees to provide support staff for Extension Services, which may be provided by (i) allocating funds in the accepted annual operating budget for USU to employ support staff personnel or (ii) employing support staff personnel as County Employees.

c. Applicable Policies, Procedures, and Supervision. All Extension Services personnel employed by USU shall be (i) governed by USU policies and procedures and (ii) supervised by USU and its administrators. Any Extension Services support staff employed by the County shall be (i) governed by the County Office of Personnel Management Rules and Regulations and other administrative County policies, and (ii) supervised by the County and its administrators. The Parties agree to work together to provide a positive and safe work environment for co-located USU and County employees. If a complaint arises, the parties will coordinate in investigating and addressing such a complaint in keeping with the law and each party's respective policies and procedures.

#### **5. Facilities, Equipment, and Property.**

a. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for Extension Services personnel (both USU and County employees, as applicable). The County shall provide the facilities listed in Appendix A. The County will permit USU to implement reasonable security measures for both physical and data security within the provided facilities and with respect to any County equipment (e.g. computers, etc.) and utilities (internet service) used by Extension Services personnel.

b. Property. 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. Each of USU and the County will be responsible for the care, maintenance, storage, security, and insurance of its property.

c. Inventory. By March 31 of each year, each of USU and the County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services.

**6. No Discrimination and Compliance with the Law.** 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. In performing and supporting the Extension Services, each party will comply with all applicable laws.

**7. 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 Utah Governmental Immunity Act.

**8. Miscellaneous.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

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></p> <p>By: <u>James A. Welch</u>          Print Name: James A. Welch          Title: County Manager          Date: 5/4/22</p>	<p><b>Utah State University:</b></p> <p>By: _____          Kenneth White          Vice President for Extension          Date: _____</p>
<p><b>County:</b></p> <p>By: <u>Alan Winchester</u>          Print Name: _____          County Attorney          Date: 04/27/2022</p>	<p><b>Utah State University:</b></p> <p>By: _____          Print Name: _____          Title: _____          Date: _____</p>
	<p><b>Utah State University:</b></p> <p>By: _____          Print Name: _____          Title: _____          Date: _____</p>



**B. Facilities Available to USU**

1. Deseret Peak Complex, 2930 UT-112, Grantsville, UT 84029
- 2.
- 3.
- 4.

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<b>County:</b> By: _____ Print Name: Title: Date:	<b>Utah State University:</b> By: _____ Kenneth White Vice President for Extension Date:
<b>County:</b> By: <u><i>Oliver Henderson</i></u> Print Name: County Attorney Date: <u><i>04/27/2022</i></u>	<b>Utah State University:</b> By: _____ Print Name: Title: Date:
	<b>Utah State University:</b> By: _____ Print Name: Title: Date:



**B. Facilities Available to USU**

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