MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

and

LEWIS COUNTY, WASHINGTON

I. Mission Statement

Washington State University Extension (WSU) engages people, organizations, and communities to advance knowledge, economic well- being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU is enabled for this task as the Land Grant Institution for Washington State through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between WSU and Lewis County (County). This also continues a longstanding joint-funding relationship for Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130. It is the intent of this agreement to provide clientele in this area with outreach educational programs from WSU employees.

II. WSU agrees to:

A. Recruit, employ, establish salaries for, and adequately supervise WSU Extension Educators and designated WSU program support staff located in Lewis County as set forth in Appendix A.

B. Supplement the funds received from this contract, if necessary, to afford salary, leave, holiday, and fringe or other benefits (such as in-service or continuing education) to WSU Extension Educators and designated WSU program support staff as outlined in WSU's policies.

C. Assure that salary increase monies will be available for Extension Educators and designated program support staff based on criteria established by the Washington State Legislature and Washington State University President.

D. Submit to County at the beginning of each month an invoice for reimbursement of the professional services set forth in Appendix A of this agreement.

E. Provide County access to WSU's state specialists' expertise to support WSU Extension Educators' plans and to implement education programs.

F. In cases where position vacancies occur due to separations during a contract period, the counties will be invoiced to cover the county portion of annual leave and sick leave payout.

G. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.

H. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.

I. Provide in-service education for county/area Extension faculty members.

IV. Under terms of this agreement, Lewis County will:

A. Pay the amount agreed upon in Appendix A monthly, or as mutually agreed upon, to WSU for Extension Education services to be rendered in Lewis County. This agreement shall be interpreted as a contract for these professional services for a term of one calendar year and is considered reimbursable.

B. Promptly pay the invoice voucher from WSU as follows: current month invoice to be billed by the 10th and payable within thirty (30) days of receipt date, or on a schedule mutually agreed upon between WSU and County. The invoice shall be a monthly reimbursement of the contract amount. Contingent upon approval of the Board of County Commissioners when the need arises, continue to pay for contracted personnel on professional, retraining, or other leave.

C. Furnish office/workshop/training facilities for faculty. In addition to physical facilities, such facilities may include telephones, IT services, office equipment, or supplies if mutually agreed upon by WSU and County.

D. The county agrees to pay the “county portion” of accumulated leave payments for contracted personnel due to separation.

E. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. WSU and County jointly agree that:

A. Additional program support staff positions may be employed and fully funded by the hiring party to assist in carrying out WSU educational programs in Lewis County. Such additional staff shall be temporary. WSU and County shall endeavor to transition such employees to be WSU employees whose salary is reimbursed by County (in the manner of the WSU employees herein) through a renewed or revised Appendix A.

B. Except as specified in subsection V.A, above, employees or agents performing duties as described herein shall be under the direction and supervision of WSU, and shall be agents or employees of WSU, not agents or employees of County. WSU shall be responsible for complying with industrial insurance and other workplace and nondiscrimination laws related to these employees.

C. Each party shall be responsible for the liabilities arising out of the employment, conduct or omissions of its own officers, agents and employees.

D. This agreement is effective upon being signed by appropriate representatives of the two organizations. It may be effective if signed in duplicates rather than with all signatures upon one copy. This agreement represents the party's entire agreement and supersedes all prior versions or discussions. It may be amended or supplemented only as may be mutually agreed upon in writing.

E. The Garden Program Coordinator position is 1 FTE with half of the position being paid for by Lewis County and half of the position being paid by the Lewis County Department of Public Works Solid Waste Utility. The salary for the Garden Program Coordinator reflects 20 hours per week for all of 2025, or 50 percent of the Garden Program Coordinator position's annual salary paid for by Lewis County Government. In addition, the salary for the Garden Program Coordinator reflects an additional 20 hours per week for all of 2025, or 50 percent of the Garden Program Coordinator position's annual salary that is paid by Lewis County Department of Public Works Solid Waste Utility from funding received from the Washington State Department of Ecology.

VI. Duration of and Termination of this Agreement:

A. This duration of this agreement shall be from Jan. 1, 2025, to Dec. 31, 2025, unless modified or terminated following mutual agreement in writing.

B. On January 1 of each year starting Jan. 1, 2025, this agreement shall automatically renew for another calendar year unless either party gives written notices of intent to terminate the contract. Such notice must be sent before October 1 of any year to effect termination and nonrenewal as of the ensuing January 1.

C. Either party may request to negotiate an amendment to Appendix A at any time. Such a request and negotiations do not constitute notice of intent to terminate unless notice of intent to terminate is explicitly stated in writing.

VII. Records Retention

A. Both WSU and the County will maintain records that are sufficient and properly reflect all costs incurred under terms of this agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

VIII. Non-Discrimination

A. There will be no discrimination, discriminatory harassment, retaliation or bullying in the performance of this agreement on the basis of race, religion, creed, color, national origin, 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 any other protected status, in compliance with applicable federal and Washington state laws in all of Extension programs, services, activities, and materials, including services rendered or received through contracts and agreements with subrecipients.

B. Here are the applicable Federal civil rights laws: Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended; the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259); Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; the Americans with Disabilities Act of 1990, as amended.

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APPENDIX A

County will reimburse WSU for professional WSU Extension services for the period January 1, 2025 through December 31, 2025:

Number		$ Reimbursement
1	County Director *	$ 8,154.12
1	4-H Extension Faculty	$ 0.00
1	Garden Program Coordinator –	
	A) 20 hours per week funded by Lewis County:	$29,922.00
	B) 20 hours per week funded by Lewis County Solid Waste:	$ 29,922.00
1	Administrative Assistant	$ 67,424.88
	Total	$ 105,501.00

*Includes department head responsibilities

Vicki McCracken, Date
Associate Dean and Director of Extension
WSU Extension

Scott Brummer, Chair Date
Board of County Commissioners
Lewis County

Matthew Michener Date
Assistant Director
Office of Research Support and Operations

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FEDERAL FUNDING FORM

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2025 through December 31, 2025 to provide an extension program.

Federal Funds $ 0 Non-Federal Funds $ 105,501.00

TOTAL FUNDS $ 105,501.00

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

Vicki McCracken, Date	Scott Brummer, Chair Date
Associate Dean and Director of Extension	Board of County Commissioners
WSU Extension	Lewis County

Matthew Michener Date

Assistant Director

Office of Research Support and Operations