

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.

III. Transition Period

The terms of the 2019 contract between WSU and County shall remain effective until April 15, 2020. At 12:00AM on April 16, 2020, sections IV through VIII of this contract will take effect. During the transitional period from Jan. 1, 2020 through April 15, 2020, County and WSU shall collaborate to provide continuity of service, notice to affected employees, and a smooth transition to the new operating structure.

IV. 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.

V. 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.
- 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.
- C. 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.
- D. 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.

VI. 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 parties entire agreement and supersedes all prior versions or discussions. It may be amended or supplemented only as may be mutually agreed upon in writing.

VII. Duration of and Termination of this Agreement:

- A. This duration of this agreement shall be from Jan. 1, 2020 to Dec. 31, 2020, unless modified or terminated following mutual agreement in writing.
- B. On January 1 of each year starting Jan. 1, 2021, 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.

VIII. 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.

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Lewis County, Washington

APPENDIX A

Professional Services Contract

The following individuals will be jointly funded under this Memorandum of Agreement through a Personnel Services Contract for the period January 1, 2020 through December 31, 2020.

Number		\$ Amount for County Portion
1	County Director *	\$ 12,724.50
(part time)	Program Assistant (Food Safety)	\$ 4,000.00
1	County Extension Faculty	\$ 39,376.00
(part-time)	Extension Faculty (Small Farm)	\$ 3,500.00
1	Master Gardener Coordinator	\$ 36,822.00
1	Administrative Assistant	\$ 37,238.50
Total		\$133,691.00

*Includes department head responsibilities

Michael Gaffney, Acting DirectorDate
WSU Extension

Gary Stamper, ChairDate
Lewis County Commissioners

Dan NordquistDate
Director, Office of Grant & Research Development

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WASHINGTON STATE UNIVERSITY EXTENSION

And

LEWIS COUNTY

FEDERAL FUNDING FORM

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2020 through December 31, 2020 to provide an extension program.

Federal Funds \$ _____

Non-Federal Funds \$ _____

TOTAL FUNDS \$ _____

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.

Michael J. Gaffney Date
Acting Director
WSU Extension

Gary Stamper, Chair Date
Board of County Commissioners
Lewis County

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support and Operations