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5/5/20

**MEMORANDUM OF AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND CLALLAM COUNTY**

100931-18-007

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter "the County"), and Washington State University (hereinafter "WSU"), an institution of higher education and an agency of the State of Washington.

I. Background

The mission of Washington State University Extension Program is to assist the people of Washington State in making informed decisions through research and experienced-based educational programs, to improve agriculture and natural resources, to improve capabilities of individuals and families, to aid communities in developing and adapting to changing conditions, and to provide developmental opportunities for youth. Washington State University conducts educational programs in all thirty-nine counties in the State of Washington. Faculty members and support staff are employed to plan, conduct, and evaluate these programs. Counties maintain close coordination and cooperation with Washington State University Extension to provide clientele with educational programs in the four Extension program areas of (1) Agriculture and Natural Resources, (2) Family Living, (3) Community Resource Development, and (4) 4-H/Youth.

II. Purpose

The purpose of this Agreement is to formalize the long-standing relationships between Washington State University and Clallam County. This also continues a long-standing, joint funding relationship for county/area Extension Agents. It is the intent of this Memorandum of Agreement to provide clientele in Clallam County with educational programs in the four Extension program areas of Agriculture and Natural Resources, Family Living, Community Resource Development, and 4-H/Youth.

III. WSU Extension Duties

- A. Recruit, employ, and establish salaries of county/area Extension Agents for Clallam County. Employment concurrence will be sought from the Clallam County Commissioners before an individual is hired and assigned to the county.
- B. Assure that annual salary increase monies will be available for Extension Agents that matches the average percentage appropriated for such purpose by the Washington State Legislature. Annual salary adjustments for Clallam County Extension Agents will be based on merit or whatever criteria is established by the Washington State Legislature.
- C. Supplement the amount of funds received from Clallam County pursuant to this agreement and pay total salary and fringe benefits for the Extension agents; provided that it is understood and agreed by the parties that the Extension agents shall be employees of the State of Washington and shall not be construed to be employees of Clallam County.
- D. Submit to Clallam County, at the beginning of each month, an invoice for the actual amount of expenses, incurred in the preceding month.
- E. Provide fringe benefits to county/area Extension Agents as outlined in the Washington State University Faculty Manual.

- F. Grant annual leave, sick leave, other leave, and holidays as outlined in the Washington State University Faculty Manual for county/area Extension Agents.
- G. Provide to Clallam County the expertise of Washington State University Extension Specialists and scientists to support county/area Extension Agents' planning and implementing Extension educational programs.
- H. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. The County shall fully indemnify and hold harmless WSU against all claims arising out of the County's use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Scope of Work.

IV. County Duties

- A. Pay the fixed amount agreed upon as set forth in Appendix A on an annual basis to WSU for Extension services.
- B. Promptly pay the invoice voucher from Washington State University for county/area Extension Agents' salary that will be billed by the tenth (10th) and payable by the twenty-fifth (25th) of the month. Monthly invoice to be for actual expenses incurred in the preceding month for the personal services amount. Funds will not be required for vacant positions covered in this contract and will not be billed to Clallam County. Year-end reconciliation will be made and any overpayment will be refunded to the County.
- C. Furnish office facilities, supplies, equipment, and other support including transportation for Agent and staff and other expenses as deemed necessary by the County. Provide an operating budget for the aforementioned County contributions to the Extension Program.

V. Parties Joint Duties

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in Clallam County. However, no additional support or contribution shall be required of either party, without that party's consent.
- B. This Memorandum of Agreement is effective as of January 1, 2018. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing; provided that the signatories herein represent that they each are authorized to execute this agreement.
- C. This Memorandum of Agreement shall continue in effect until terminated by either party. Written notice of modification or termination must be received before October 1 (ninety [90] days before the end of the County fiscal year).

VI. Notices:

All correspondence and notices to the parties shall be directed to the following:

<p>Clallam County:</p> <p>Rich Sill, County Administrator 223 East 4th Street Port Angeles, WA 98362</p> <p>Phone: (360) 417-2235</p>	<p>WSU Clallam Co Extension:</p> <p>Clea Rome County Director 223 East 4th Street, Suite 15 Port Angeles, WA 98362</p> <p>Phone: 360-417-2280</p>
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All written notices shall be delivered personally to the above named individual, or delivered by certified mail with return receipt requested.

VII. Insurance

It is agreed and acknowledged that WSU is a fully self-insured entity of the state of Washington pursuant to the Risk Management Act, found in the Revised Code of Washington (RCW) 43.19.760 –.781; and as such, satisfies the requirements with said self-insurance. Further, it is understood and agreed that as a self-insured governmental entity, WSU cannot provide the County additional insured status.

VIII. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Washington.

IX. No waiver

The failure by either party to insist upon the strict performance of any provision of this Agreement shall not be construed as depriving that party of the right to insist on strict performance of such provision or of any other provision in the future, and no waiver shall be deemed to have been made unless expressly in writing and signed by the other party.

X. Dispute Resolution

If a dispute arises between WSU and the undersigned (Parties), and the dispute cannot be resolved by direct negotiation, either party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issues(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within thirty (30) days unless the Parties mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES.

Nothing in this Agreement shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

XI. Severability

If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of the Agreement, or the application of the provision to other persons or circumstances, shall not be affected.

APPROVED:

Vicki McCracken 7/20/2020

Vicki McCracken DATE
Associate Dean and Director
WSU Extension

APPROVED:

Mark Ozias 5/5/20

Mark Ozias, Chair DATE
Board of Clallam County Commissioners

Dan Nordquist 2/5/2020

Dan Nordquist, Director DATE
WSU Office of Research Support & Operations Deputy

Approved electronically as to form only by
Elizabeth Stanley, Deputy Prosecuting Attorney
Clallam County

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

Clallam County

APPENDIX A

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.

County Extension Director	\$24,998.00 (General Fund)
Master Gardener Coordinator	\$50,000.00 (Road Fund)
4-H Coordinator	\$36,100.00 (General Fund)
Community Health Specialist	\$61,000.00: (\$43,000 General Fund) (\$18,000 Grant funds)

Federal Funds \$0.00

Non-Federal Funds \$172,098.00

TOTAL FUNDS \$172,098.00

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 7/28/2020

Dr. Vicki McCracken Date
Director
WSU Extension

Mark Ozias 5/5/20

County Commissioners Date
or County Executive
mark ozias, chair
Board of Clallam County Commissioners

Daniel G. Nordquist 7/15/2020

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

