

MEMORANDUM OF UNDERSTANDING

Between

THE UNIVERSITY OF WYOMING

and

COMMISSIONERS OF LARAMIE COUNTY

A. PARTIES. This Memorandum of Understanding (“MOU”) is made and entered into by and between the University of Wyoming (“University”) and Commissioners of Laramie County (“County”).

B. PURPOSE:

The mission of the University of Wyoming Extension (“Extension”) in the College of Agriculture and Natural Resources at the University of Wyoming is to provide lifelong learning opportunities for the people of Wyoming and empower them to make choices that enhance their quality of life.

The purpose of this MOU is to formalize the longstanding relationships between the University and Laramie County.

Extension programs are made available in the State of Wyoming through cooperative arrangements between the University and the United States Department of Agriculture as provided for in the Smith-Lever Act of 1914 as amended, the Agriculture Marketing Act, the Memorandum of Understanding between the University and the United States Department of Agriculture, and laws of the State of Wyoming.

Pursuant to the foregoing, the Boards of County Commissioners of each participating county of the state and the University, acting through Extension, may conduct Extension

educational programs based on county needs in Agriculture and Horticulture, Rangelands, Nutrition and Food Safety, 4-H Youth Development, and Community Development Education in accordance with this MOU.

C. RESPONSIBILITIES OF THE COUNTY:

Within the exercise of lawful authority and available funds, the Board of County Commissioners will periodically authorize the expenditure of such sums as they may determine for providing support of Extension programs. Under the terms of this MOU, the county will:

1. Provide office equipment/furniture, maintenance, repairs and support of office equipment, storage space, high speed internet, connectivity, county vehicles and/or official mileage and travel expenses of Extension personnel assigned to or hired by the county, telephone expenses, office supplies, supplemental postage, and other necessary expenses for maintaining an efficient office and effective programs including cleaning/janitorial services.
2. Accept the County Coordinator as the duly authorized representative of Extension. The County Coordinator is an educator and liaison for the county and responsible for the expenditure of budgeted funds under the guidelines of the county to be used for the support and maintenance of Extension.
3. Encourage the necessary travel of Extension staff to attend training, professional development, and administrative meetings that may occur outside the county. These meetings lead to the development and enhancement of the county program. County funding for travel outside the county for programming is generally the responsibility of the county that receives the programming and/or Extension.
4. The University, at its discretion, may assign and pay the salaries of other staff for special programs.
5. It is the intent of this MOU that the Laramie County Commissioners, in their discretion and subject to the budgetary realities of the County, shall fund certain positions in the Laramie County Extension office, said positions being occupied by employees of the University of Wyoming. Funding levels for the period of the MOU shall be the same, or within a reasonable range, subject to Commissioner approval, of the personnel and

other costs paid by the County under a previous MOU where these positions were Laramie County employees. This language in no way limits an increase in an employee's salary due to a raise.

Under the terms of this MOU, the county will:

Provide funds to UW in an amount sufficient to pay for the staffing of the following positions or partial positions:

.5 of a 4-H Youth Development Educator

.75 of a 4-H Youth Development Educator with a focus on military programming

(2) Administrative Assistants

.75 of a Horticulturalist -local area

D. RESPONSIBILITIES OF THE UNIVERSITY:

Within the exercise of lawful authority and available funds, the University will:

1. Employ and assign to Laramie County a minimum of one and one-half University Extension Educators under the direction of the Director of Extension. In Laramie County this is one educator with a focus on 4-H Youth Development, funding split between the county and Extension, and the other educator with a focus on one or more of the other four initiatives that will work within the Extension area but also serve other counties in the area. The staff of the UW Laramie County Extension Office operating in Laramie County pursuant to this MOU shall be employed by the University and composed as listed below. The titles of positions shall not be interpreted as controlling in regard to the duties of the position described.

Position

Community Development Educator (100% University funded)

4-H Youth Development Educator (50% University funded, 50% County funded)

4-H Youth Development Educator with a focus on military programming (75% County funded, 25% federal grant funded)

(2) Administrative Assistants (100% County funded)


Horticulturalist (.75 FTE)-local area (100% County funded)

Cent\$ible Nutrition Educator(s) (1-4) (100% federal grant funded)

2. Provide supervisory services for field educators, services (salary and travel expenses) of subject-matter specialists employed by the UW as needed and requested by the county Extension staff, some funding for University Extension Educator travel between counties but within the Extension areas, and postage budget for mailing privileges authorized for Extension work.
3. Designate one member of the county Extension staff as County Coordinator, who will act as liaison between the county and Extension (budgetary and commissioner interaction), have supervisory responsibilities over staff and volunteers , and link clientele and University faculty.
4. Be responsible for the supervision and conduct of Extension to ensure dedication of all efforts toward achievement of the educational purposes of Extension in accordance with the provisions of the Smith-Lever Act and applicable laws of the State of Wyoming.
5. Facilitate a jointly-developed annual agreement between University of Wyoming Extension and the Fair Board which addresses these parties' respective duties, responsibilities, and expectations associated with county fair. The county fair is a tradition which the University values highly.
6. Consult with the Board of County Commissioners on a periodic basis.
7. Propose an annual budget for County costs for the support of the Extension Office and programs said budget shall be reviewed and if acceptable, approved by the County Commissioners in their annual budgetary process.
8. Provide notice to the Laramie County Board of Commissioners at least 30 days in advance of any proposed change in salary and the Board shall be able to object to any such change within the 30 day period. In the event of objection, the parties shall meet to resolve the issue through mutual written agreement.
9. Ensure that any Extension employees who operate a county owned vehicle attend and complete Defensive Driving course at least every other year, or more often as requested by the Laramie County Risk Manager, and supply proof of that completion to the Laramie County Risk Manager.

E. ADDITIONAL TERMS

The University of Wyoming and the County jointly agree that:

1. All reports, records, programs of work, correspondence, etc., resulting from this cooperative program, shall be the property of the University, but shall remain in the county as long as proper safeguards and filing space is provided for their custody in the county during the continuation of this work. If at any time the work is discontinued, the University shall be at liberty to collect the records, reports, programs, correspondence, etc., and take them to the University for safe-keeping.
2. All equipment, books, supplies, etc. purchased with county funds, will be considered as county property; such items purchased with University funds will revert to the University. Expenses, including, but not limited to mileage, travel, education and/or training accrued and submitted for reimbursement by UW employees in the Extension office shall be submitted to the UW for audit, ascertainment of compliance with policy and law, eligibility for reimbursement and payment. Any expenses, properly submitted by UWE employees determined by the UW to be costs appropriately taxed to Laramie County pursuant to this MOU shall be itemized and submitted by the UW to Laramie County for reimbursement. Such costs shall be reflected in the budget or amount of reimbursement submitted to the County by UW.
3. In the event the county desires to employ additional professional Extension personnel, and/or other services, a supplemental agreement with the University will be made.
4. At such time as the Director of Extension finds it necessary to replace a University Extension Educator, consultation will be initiated with the Board of County Commissioners.
5. 
6. UW shall provide liability coverage for their employees acting within the scope of their duties. Laramie County shall provide property insurance coverage for any fixed or movable assets owned by Laramie County used in the Extension facilities within Laramie County Community College. The University shall maintain property insurance for any property used by Extension Office employees owned by the University. Laramie County shall maintain property and liability insurance for the use of Laramie County vehicles.

7. The University agrees that only University employees shall operate Laramie County owned vehicles only for purposes related to University Extension office duties and all such employees shall be properly licensed and insured in compliance with the laws of the State of Wyoming and the policies of the University. University employees while operating such vehicles in the course of their duties for the Extension Office shall be considered Laramie County “volunteers” acting under the authority of Laramie County in the carrying out of their Extension office duties.
8. In the event of accident or property damage to a County vehicle: Should the University employee operating the vehicle be cited for a motor vehicle violation related to the cause of the accident or damage, or should the University employee be determined to be at fault by verdict, or mutual agreement of the parties, the University shall provide liability coverage for the University employee and pay any deductible for property damage and indemnify Laramie County’s insurance pool for costs associated with the loss and/or defense of any claim brought as a result of the accident. Provided however, that the University has the right to approve the appointment of defense counsel, such approval not to be unreasonably withheld. Laramie County and the University agree to provide prompt notice to the other party of such claim and fully cooperate in the defense of any such claim, including seeking the consent of the other party prior to settlement, with said consent not to be unreasonably withheld. Neither party waives any defenses provided by law, including, but not limited to, its governmental or sovereign immunity by agreeing to this provision.

F. GENERAL PROVISIONS

1. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this MOU.
2. **Termination:** This MOU may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this MOU; (b) by either party, with thirty (30) days prior written notice to the other party; or (c) upon mutual written agreement by both parties.

3. **Applicable Laws/Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
4. **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
5. **Governmental Claims.** Any actions or claims against the University or the County under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
6. **Indemnification.** Neither party shall indemnify, defend, or hold harmless the other for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.
7. **Interpretation.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
8. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
9. **Sovereign Immunity.** Neither party waives its sovereign or governmental immunity by

entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.


10. **Third Parties.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

11. **Limitation on Payment.** The parties' obligations are conditioned upon the availability of funds which are appropriated or allocated for these obligations. If funds are not allocated and available for the continuance or maintenance of the obligations herein the MOU may be terminated by either party at the end of the period for which funds are available. A party shall notify the other party at the earliest possible time of the services which will or may be effected by a shortage of funds. No penalty shall accrue to a party if the event this provision is exercised, and the party shall not be obligated or liable for any future obligations or for damages as a result of termination under this provision.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Effective Date: July 1, 2018 through June 30, 2019.

Chairman, Board of Laramie County Commissioners



Mary Kay Wardlaw, Associate Director, University of Wyoming Extension



Bret Hess, Interim Dean, University of Wyoming, College of Agriculture and Natural Resources

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

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