

**Agreement for Extension Services provided by
Michigan State University**

Michigan State University Extension ("MSUE"), in collaboration with Otsego County ("County") are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes:

- Enhancing Michigan's First Green Industry: Agriculture & Agribusiness
- Preparing Michigan's Children & Youth for the Future
- Greening Michigan: Leveraging Natural and Human Assets for Prosperity
- Improving the Health & Nutrition of Michigan's residents

MSUE and the County have a long history of working cooperatively to deliver Extension services. We agree to each contribute resources to continue the delivery of Extension services in the County.

I. Basic Contributions. Generally, each of us agrees to contribute the following:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes by residents in your County. This includes access to educators appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension educators' salaries and benefits. At least one extension educator will be assigned to your County. The County may contract for additional extension educators at additional cost.
3. A 4-H program coordinator will be assigned for at least .5 FTE to the County, with up to 3.0 FTE assigned based on the youth population of the County. The County may contract for additional FTE employees at additional cost.
4. Administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty ("Personnel") who provide programming to counties. Operating expenses include, for example, travel reimbursement, professional development and communications costs.
5. Supervision of the Personnel providing services to the residents of the county.
6. Supervision of County clerical staff assigned to the County Extension office, if desired.
7. Reporting at least once per year on the scope of services provided, the audiences served, and the impacts of programs delivered by MSUE in the County.

B. The County will provide:

1. Office space for a County Extension office. The office will include space for at least one extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. The office must have access to high-speed Internet sufficient to meet the needs of MSUE Personnel. Minimum standards for Internet access can be found in Appendix A. The office and meeting space must be at least comparable to the average office space used by County employees. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, Internet and media.
3. Operating expenses for the office and Personnel.

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Name Year

II. Funding

- A. MSU will pay the salary and benefits of the Personnel and the cost of the administrative oversight. These funds will be provided and disbursed within the University.
- B. The County will directly pay for the cost of the clerical staff (salary and benefits) and the general operating costs of the Extension office (see Appendix B).
- C. The County will provide funds to an annual assessment (see Annual Work Plan) that will be charged to the county and administered by MSU. The assessment will fund the operating expenses of the Personnel including the 4-H coordinator and the salary and fringe benefits of the 4-H coordinator position. The operating costs to be funded from the annual assessment are included in Appendix B. The assessment will be reviewed annually by MSU in consultation with the county.

III. Specific Contributions

Specific contributions and terms specific to the County are listed on Exhibit A, which is attached. Exhibit A will be updated annually to reflect the commitments for the upcoming year.

IV. Term and Termination

This agreement is effective on January 1, 2012 and terminates on December 31, 2016 (5 yrs later). Either MSUE or the County may terminate this agreement, with or without cause, with 120 days written notice.

V. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and the University do not have the relationship of legal partners, joint venturers, principals or agents. MSUE Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** The agreement, with its Exhibit A, is the entire agreement between MSUE and the County, superseding all previous agreements, for the subject matter of this Agreement. The agreement can only be modified in writing signed by both MSUE and the County.
5. **No Third Party Beneficiaries.** The agreement is solely for the benefit of MSUE and the County. It does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, in any way incident to or arising out of the performance or non-performance of services by the other party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.

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7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

MICHIGAN STATE UNIVERSITY

By: _____
Daniel T. Evon, Director,
Contract & Grant Administration
Its: _____
Date: _____

OTSEGO COUNTY

By: 
John Burt
Its: County Administrator
Date: 9-27-11

Otsego County 2011
Name Year

EXHIBIT A: Annual Work Plan

A. Specific Contributions by MSUE:

1. At least 1.0 FTE extension educator whose primary office of operation will be the county Extension office included in assessment.
2. N/A additional extension educators at N/A (FTE * rate).
3. 5 4-H program coordinator(s) included in assessment whose primary office of operation will be the county Extension office.
4. N/A additional 4-H program coordinators/other paraprofessional at N/A (FTE * rate).
5. Administrative oversight included in annual assessment.
6. Access to extension educators with expertise in each of the MSUE Institutes included in annual assessment.
7. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
8. Annual reporting of services provided, audiences served, and impact of programs in the county.

B. Specific Contributions by the County:

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.
4. The Assessment Fee of \$38,249.00 and N/A or additional personnel, as described above in Section A.

C. Assessment to County:

For the period January 1, 2012 to December 31, 2012, the County shall pay to MSUE \$38,249.00, which is the cost of the assessment plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to CANR Budget and Finance, 210 Ag Hall, Michigan State University, East Lansing, MI 48824.

MICHIGAN STATE UNIVERSITY

By: _____
Daniel T. Evon, Director,
Contract & Grant Administration
Its: _____
Date: _____

OTSEGO COUNTY

By: John Burt
Its: County Administrator
Date: 9-27-11

Otsego County 2011
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Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

It is our goal to provide the safest computing environment we can. Besides employing CISSP and Microsoft certified technicians to manage our systems, IT providers who work with us can be assured that best practices are followed in data security at each step.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. However, networks that support our employees are not expected to see traffic from gaming within some of these applications – most notably, services such as "Mafia Wars" or "Farmville", which can be resource intensive. MSUE staff and others can refer to the standing Social Media Policy for more details.

The easiest way to allow access to necessary applications needed by Extension personnel is to allow the full MSU Internet Protocol Range access to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.10.255.255
CIDR	35.10.0.0/16 35.8.0.0/15

If you would like to narrow the scope further for additional protection, the addresses that will need to be allowable include:

- 35.9.160.36 (1935,443) (authentication)
- 35.8.201.221 (10020) (ProofPoint)
- 35.9.83.132 (all) (vpn.msu.edu)
- 35.9.121.194 (443) (SharePoint)
- 35.9.121.211 & 212 (443) (Exchange)
- 35.8.10.135 (adobe connect)

The following clients are necessary on all computers – Outlook (preferably 2010, MSUE provides Office 2010 licensing), Lync 2010 Client, SAP client, VPN client. (IE 7.0 or higher)

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

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Appendix B
Specification of the Allocation of Costs

Annual assessment funds will cover

- salary and fringe for 4-H Coordinator
- travel required by academic educator and/or paraprofessional staff, including the 4-H Coordinators
- computer
- cell phone costs
- expenses associated with programmatic work

County will be expected to provide

- office space
- utilities for office space
- at least one landline for phone service
- high speed Internet access
- any computer needs of the clerical staff
- any travel the clerical staff may need to carry out as part of their work assignment
- other expenses associated with direct constituent service requests

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Name Year