

Cooperative Agreement for University of Idaho Extension Programs

This cooperative agreement is effective the date of last signature and is between Canyon County ("County"), a political subdivision of the State of Idaho, and the Regents of the University of Idaho, a public university of the state of Idaho ("University") to promote and provide cooperative extension programs ("Extension Programs") as mandated by federal and state law.

University and County enter into this Cooperation Agreement to set out the nature of the Extension Program and the relationship of the parties.

University is the land-grant university in the state of Idaho, as authorized by the federal Morrill Acts of 1862 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and the state of Idaho approved that Act, specifically:

The assent of the legislature of the state of Idaho is hereby given to all the provisions of an act of Congress, approved July 2, 1862, entitled, "An act donating public lands to the several states which may provide colleges for the benefit of agriculture and the mechanic arts," and the acts amendatory thereof and supplementary thereto. (I.C. § 33-2901)

The federal Smith-Lever Act of 1914 (7 U.S.C. §534 49) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and the state of Idaho approved that Act, specifically:

The state board of education and board of regents of the University of Idaho are authorized and empowered to receive the grants of money appropriated under such act, and to organize and conduct agricultural extension work which shall be carried on in connection with the terms and conditions expressed in the act of Congress aforesaid; and the treasurer of the state board of education and board of regents of the University of Idaho is hereby designated as the officer to whom all moneys granted to the state of Idaho under said act shall be paid. (I.C. § 33-2904)

The Idaho Legislature has established an extension service and has enabled Idaho's various counties to become a cooperative collaborator in promoting Extension Services, specifically:

The board of county commissioners of the several counties within the state of Idaho are hereby authorized and empowered to provide funds for demonstration work in agriculture and home economics within said counties and for the employment of extension agents in agriculture and home economics in cooperation with the University of Idaho and the United States department of agriculture; and board of regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the college of agriculture of the state university in accordance with the terms and conditions expressed in the said act of Congress. (IC §31-839)

Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners.

University and County therefore agree as follows:

1. Term and Renewal.

This agreement shall govern Extension Programs during fiscal year 2026 beginning October 1, 2025 and ending at 11:59pm on September 30, 2026 ("Term").

2. Extension Programs.

University shall provide and administer Extension Programs within County. Extension Programs are directed at improving the quality of life for people in County, enhancing economic opportunity within County, and sustaining the natural resources of County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Programs are acceptable expenses for reimbursement from the operating budget provided by County (see Appendix A).

3. Operating Budget.

- a. County shall provide a total of \$ 396,997.00 for Extension Programs in its annual County budget for the Term of this agreement ("Contract Cost Limitation"). A summary of the budget items and anticipated expenditures are stated in Appendix A. University shall not exceed the Contract Cost Limitation without obtaining prior written consent from County.
 - i. County may subdivide the budgeted items listed in the summary to conform to County's system of account titles. County shall authorize each account, handled by University faculty, employees and County staff.
 - ii. County shall have the right to annually audit any authorized accounts by itself or by a County-authorized auditor. All Extension Personnel shall follow all county policies and procedures for financial expenditures. "Extension Personnel" is defined as any UI & County faculty and staff hired to carry out Extension Programs.
 - iii. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to County in accordance with County procedures.
 - iv. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with University fiscal procedures.

4. Extension Office Faculty.

- a. Subject to policies, procedures, availability of funding, University shall provide and fund one or more University Extension Faculty assigned to perform Extension Programs within County, including, but not limited to the following positions: Horticulture, Family and Consumer Sciences, Areawide Cropping Systems, Livestock and Small Acreage, and 4-H Youth Development. University shall appoint one University employee to act as the Extension County Chair for County ("Extension County Chair").
- b. Additional employees may be funded by University, County, or a combination of University and County, as may be mutually agreed and set forth below and subject to University funding, policies, and procedures. All University employees shall be governed by University policies and procedures. All County employees shall be governed by County policies and procedures.

5. Extension Office Support Staff.

- a. County shall loan a County employee to University to carry out Extension Program under University's supervision. ("County Loaned Employee"). Loaned Employee's time working on Extension Programs shall be coordinated and allocated between University and County in a mutually agreeable fashion.
 - i. County Loaned Employee shall remain County's employee and shall be subject to all the terms, conditions, and policies of employment with County. County is solely responsible for County Loaned Employee's wages, hours, benefits, insurance and employment conditions. County Loaned Employee are not entitled or qualify to receive any benefits perquisites, or privileges from University.
 - ii. If University or County believe that loaning an employee is not an appropriate use of resources, either party may notify the other party in writing. The parties shall then

cooperate in good faith to renegotiate the management of County Loaned Employee in accordance with the purpose of this Agreement.

6. Facilities and Equipment.

- a. County shall provide facilities and equipment for use by University and county employees, as set forth in Appendix B (include in Appendix B a brief description and address of each provided facility, i.e. County Extension Office, address, office maintenance, equipment, supplies, and other operating expenses).
- b. If this agreement is terminated, all equipment purchased or furnished by County or University for the benefit of County Extension Office, shall be returned to original purchaser/supplier.

7. Coordination.

- a. The Extension County Chair, with the advice and consent of the University Extension District Directors and University Director of Extension, shall directly coordinate all Extension Programs, the operating budget, and the support staff, as allowed under the provisions of this agreement, within County in order to:
 - i. Help the residents of County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Programs shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget;
 - ii. Manage the operating budget in accordance with generally accepted accounting principles.

8. Vehicle Use

- a. Where applicable, Extension Faculty or Extension Staff may use their own vehicle, if it is registered and insured as required in County and/or by state law. County shall reimburse Extension employees for reasonable mileage driven to conduct and deliver the Extension Programs described in this agreement according to with County's approved mileage rate and policy for those miles. Reimbursement for mileage shall not exceed that amount budgeted in Appendix A.

9. No Discrimination. University and County shall provide Extension Programs to all segments of the County's population without discrimination based on race, color, sex, sexual orientation, sexual identity, age, disability, religion, or national origin.

10. Equal Opportunity. County and University shall comply with all applicable county, state, and federal laws and regulations concerning Equal Employment Opportunity.

11. Liability.

- a. The Parties are governmental entities that are subject to statutory and constitutional restrictions concerning the acceptance of liability, including the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own negligent acts and omissions and those of its employees, officers, agents, and contractors. If the County is providing a County owned vehicle for University's use under this agreement, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

b. County shall promptly notify the University of Idaho Risk Manager at risk@uidaho.edu, or 208-885-6177, of any claim it has knowledge of and shall cooperate fully with the University or its representatives in the defense of the same;

a. The University shall promptly notify Canyon County Board of Commissioners of any claim it has knowledge of and shall cooperate fully with the County or its representatives in the defense of the same.

12. **Signatory Authority.** No person who is not an authorized signatory may enter into binding contract negotiations, or approve or execute a contract on behalf of University without explicit written permission from an authorized signatory. Those signing without such authority may incur personal liability, and/or may be subject to discipline by University, including termination.

13. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.

14. **Assignment.** This Agreement shall not be assigned by either party.

15. **Jurisdiction.** This agreement shall be governed and interpreted by the laws of the State of Idaho.

16. **Contacts.** Contact information for COUNTY and UNIVERSITY is noted below:

Contract Questions: UNIVERSITY	Contract Questions: County
Contract Review Unit University of Idaho 875 Perimeter Drive, MS 3020 Moscow, ID 83844-3020 osp-contracts@uidaho.edu 208-885-2014	Board of County Commissioners 1115 Albany St., Caldwell, ID 83605 bocc@canyoncounty.id.gov
Financial Questions: UNIVERSITY	Financial Questions: COUNTY
Joseph Charles, Asst Dir. For Budget, Finance, and Compliance, CALS Administrative Services University of Idaho 875 Perimeter Drive MS 2335 Moscow, ID 83844-2335 jcharles@uidaho.edu 208-885-7550	Board of County Commissioners 1115 Albany St., Caldwell, ID 83605 bocc@canyoncounty.id.gov
Extension County Chair	Programmatic Inquiries: COUNTY
Tasha Howard Canyon County Extension Chair thoward@uidaho.edu University of Idaho Extension, Canyon County 501 Main St., Caldwell, ID 83605 Office Phone: 208-459-6003	Board of County Commissioners 1115 Albany St., Caldwell, ID 83605 bocc@canyoncounty.id.gov

17. **Termination of Agreement.** Either party may terminate this agreement by giving the other party 90 days written notice. The party terminating this Agreement will be responsible for any extra costs that

may occur for employee benefits, including annual and sick leave, equipment leases, etc., for the remainder of the contract year.

- 18. Merger. This agreement is the entire agreement between the parties and merges all prior discussions between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings, nor representations that are not expressly included in this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

COUNTY

This agreement was approved by the CANYON COUNTY BOARD OF COMMISSIONERS at its regular meeting on the 30th day of September, 2025

Date: 9/30/25

By: [Signature]

Date: 9/30/25

By: Brad Holton

Date: 9/30/25

By: [Signature]

ATTEST: Rica Hoyabon
County Clerk

UNIVERSITY

Date: 9/30/25

By: _____
Director, Office of Sponsored Programs

Jensen Ross, Deputy Clerk

Appendix A

COUNTY EXTENSION BUDGET
University of Idaho Extension, College of Agricultural & Life Sciences

County: Canyon

Fiscal Year 26

	Requested Budget (\$)	Adjustments (\$)	Final Budget (\$)
A. Salaries and Wages:			
Staff (List by Name or Position):			
Toni Jones	46,904.00	(2,100.80)	44,803.20
Kelly Galloway	48,318.40	.	48,318.40
Diana Hoffman	50,294.40	.	50,294.40
Jacqueline Beaumont	44,782.40	.	44,782.40
Benefits	97,219.20	16,116.40	113,335.60
Overtime	2,000.00	.	2,000.00
			.
TOTAL A	289,518.40	14,015.60	303,534.00
B. Other Expenses:			
1. Travel and Per Diem: (Faculty initial beside name to indicate approval of total budget request)			
Name: 4-H	5,955.00	.	5,955.00
Name: Horticulture	5,505.00	.	5,505.00
Name: FCS	3,685.00	.	3,685.00
Name: Livestock	3,790.00	.	3,790.00
Name: Crops	4,480.00	.	4,480.00
Name: Front Area Staff	500.00	.	500.00
			.
2. Office Expenses:			
County Agents Contract	42,911.00	.	42,911.00
Document Shredding	110.00	.	110.00
Copy Machine Lease	3,500.00	.	3,500.00
Cellular Phone	4,368.00	(1.00)	4,367.00
Postage	300.00	.	300.00
Printing	350.00	.	350.00
Office Supplies	7,000.00	.	7,000.00
Computer Supplies	360.00	.	360.00
Computer Equipment	3,150.00	.	3,150.00
3. Capital Outlay:			
			.
			.
4. Extension Educators' Salary Transfer to the University of Idaho	7,500.00		7,500.00
TOTAL B	93,464.00	(1.00)	93,463.00
TOTAL A and B	382,982.40	14,014.60	396,997.00

Requested Budget Approved

Joey Peutz
District Director

5-29-2025



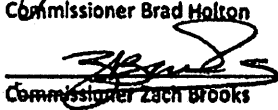
Date

COUNTY EXTENSION AGREEMENT


University of Idaho Extension, College of Agricultural & Life Sciences

This is to certify that the final budget for University of Idaho Extension in Canyon County was approved by the Canyon COUNTY BOARD OF COMMISSIONERS at its regular budget meeting on the 30th day of September 2025.



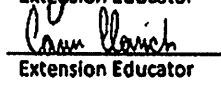
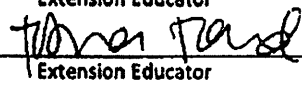

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	✓	_____	_____
 _____ Commissioner Brad Holton	X	_____	_____
 _____ Commissioner Zach Brooks	X	_____	_____

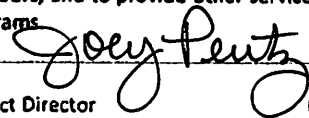
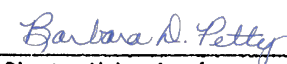
ATTEST: RICK HOGABOAM, CLERK

By: 
Deputy Clerk

In consideration of the County Extension Budget, University of Idaho Extension of the College of Agricultural and Life Sciences agrees to employ the following county Extension faculty to be stationed in Canyon County. (Faculty sign below to indicate knowledge of final budget)

 _____ Extension Educator	<u>9/22/2025</u> Date	 _____ Extension Educator	<u>9/22/25</u> Date
 _____ Extension Educator	<u>9/22/25</u> Date	 _____ Extension Educator	<u>9/22/25</u> Date
 _____ Extension Educator	<u>Sep 22, 2025</u> Date	_____	_____

University of Idaho Extension further agrees to pay the remainder of the salary of such county Extension faculty when state and federal funds are available and to furnish supervision, assistance by specialists and other staff members, and to provide other services of the University of Idaho that are available for Extension educational programs

 _____ District Director	<u>10-9-2025</u> Date	 _____ Director, University of Idaho Extension	<u>10.28.2025</u> Date
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