

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Livingston County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **1.5 FTE** 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessibile.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

.5 FTE MSU employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at **.75 FTE**
5. Funding for additional 4-H program capacity at **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Total Annual Assessment in the amount of **\$222,080**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes 1.5 FTE 4-H Program Coordination)	\$104,397
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ADDITIONAL PERSONNEL

B. .5 FTE Clerical Support Staff to be employed by MSU	\$34,337
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C. .75 FTE Educator (AABI; Program Area: Consumer Horticulture)	\$83,346
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D. 0 FTE Additional 4-H Program Coordination	\$0
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E. 0 FTE Additional paraprofessional staff	\$0
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TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2023:	\$222,080
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I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2023, the first day of the County budget year 2023 and shall terminate on the last day of such County budget year 2023. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Livingston County Administration, 304 E. Grand River Ave, Suite 202, Howell, MI 48843; Nhunt@livgov.com, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. 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.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.

5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will 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.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

LIVINGSTON COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) 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.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange 35.8.0.0 - 35.9.255.255 CIDR 35.8.0.0/15

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

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

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