



FY2021 Extension Services Agreement  
 between  
**Montana State University Extension**  
 and  
**Broadwater County, Montana**

The parties hereto enter into this agreement for the funding and operation of Extension in the above-named county. This agreement is entered into under the authority 7-21-3203 MCA; the Smith-Lever Act of May 8, 1914, and subsequent Acts of the Congress of the United States.

**BUDGET AND PERIOD COVERED:** The above-named county will contribute funds for the support of extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget. Montana State University Extension will contribute the amounts necessary to pay the balance of the cooperatively financed salaries and all of the payroll benefits of county Extension Agents assigned to the above county. It is recommended by MACo that the county provide support to MSU Extension for each agreed-upon full-time equivalent (FTE) at the level of 65% of the Clerk and Recorder's salary. For FY2021, counties may choose to contribute at the 65% formula level or a maximum of \$37,000 (50% of the average Agent salary plus benefits). The maximum contribution is subject to annual review to allow for salary and benefit inflation.

This agreement covers the period beginning July 1, 2020 and ending June 30, 2021.

FY21 Clerk/Recorder Bases Salary = \$52,444.39

**Foundational Support of Agents**

| Position     | Name          | FTE  | Employment  | Comm. Allow. | Total Contrib. |
|--------------|---------------|------|-------------|--------------|----------------|
| Agent, Chair | Allison Kosto | 1.00 | \$34,088.85 |              | \$34,088.85    |

Total County contribution to Agents' salaries for contracted services\* \$34,088.85

**Supplemental Support**

| Employee Name | Purpose of funds | Contribution |
|---------------|------------------|--------------|
|               |                  |              |

Total supplemental support **\$0.00**

**Total County Funding:**

| Personnel:   | FTE  | Name                                    | Salary             |
|--|------|---|--------------------|
| Admin Support  | 0.75 | Vacant                                  | \$23,058.00        |
| Admin Support  |      |   |                    |
| Co. Only Funded Agent or Other                             |      |   |                    |
| Program Assistant or Other (please enter description here) |      |   |                    |
| Other (please enter description here)                      |      |   |                    |
|  |      | Total Support Staff Salaries            | <b>\$23,058.00</b> |
|  |      | Support Staff Benefits (incl. Term Pay) | \$4,004.00         |
|  |      | Agent Salary Support                    | <b>\$34,088.85</b> |
|  |      | Agent Termination Pay                   | \$0.00             |
|  |      | Total Personnel Costs                   | <b>\$61,150.85</b> |
| <b>Operations:</b>   |      | Travel                                  | \$1,100.00         |
|  |      | All Other                               | \$9,164.00         |
|  |      | Total Operations                        | <b>\$10,264.00</b> |
| <b>Capital:</b>  |      | Total Capital                           | \$0.00             |
|  |      | <b>TOTAL ALL ITEMS</b>                  | <b>\$71,414.85</b> |

Additional Information (include information concerning cooperative arrangements between counties or with weed districts, special arrangements for part-time Agents, etc.):

1. EXPENDITURE OF FUNDS: Expenditure of funds will not exceed the amounts appropriated, but transfers of funds between items within the budget may be approved, as permitted by State law. Money appropriated by the County for operations shall be expended by county warrant in accordance with regular procedures followed by the County. MSU Extension will bill the County for its portion of the Agents' salaries. MSU Extension will use the money appropriated from Federal Smith-Lever funds as well as County funds to pay Agents' salaries each month.
2. COUNTY ACCOUNTS: MSU and the County Commissioners agree that all financial accounts managed by the Extension office will be subject to such audits as are determined necessary in compliance with County, MSU or State auditing requirements. If either party has reason to believe that the Extension staff is engaged in any financial malfeasance, misappropriation or misuse of funds managed by the Extension office, it will promptly notify the other party and will conduct an audit or investigation in accordance with the applicable procedures. Any audit or investigation conducted by MSU or the County regarding funds managed by the Extension office shall be made available to the other party.
3. OFFICE SPACE, ADMINISTRATIVE SUPPORT, OPERATIONS AND EQUIPMENT: The Board of County Commissioners, with the agreement of Extension administration, shall provide sufficient office space, administrative support, operational and capital support for the county-based MSU Extension faculty.
4. SELECTION AND APPOINTMENT OF AGENTS: MSU Extension, in cooperation with the County Commissioners, will develop a position announcement for any vacant Extension Agent positions in the county. MSU Extension will assess the qualifications of one or more candidates on the basis of education, experience, and other criteria listed in the position announcement. An applicant review committee will be appointed to interview the selected candidates and make recommendations. MSU Extension is the hiring authority for the Agent and other MSUE position(s). The parties agree and understand the Agents are not employees of the County and shall not be entitled to County employment benefits. Agents will be appointed as faculty of Montana State University, and would be subject to the privileges and responsibilities consistent with these appointments and the position. One Agent of the County Extension faculty will be appointed as chairperson and serve as the department head for the Extension Office and as liaison between the MSU Extension and the county.
5. COUNTY EXTENSION PROGRAM: The MSU Extension is a program operated by Montana State University as part of its land grant mission. MSU Extension is a cooperative program funded by federal, state and county funds. MSU Extension is responsible for all aspects of the Extension Program and the MSU Extension Executive Director has the authority to direct the program. The projects to be undertaken by MSU Extension are developed with the cooperation of the county through the development of a Plan of Work. The County Extension faculty will annually submit, on predetermined dates, a Plan of Work based on county priorities and needs. These plans of work will be given by the Regional Department Head who will review and approve the plan. An annual report will also be submitted in the format provided.
6. COMPLIANCE WITH WORKERS' COMPENSATION ACT: MSU Extension shall comply with the provisions of the Montana Workers' Compensation Act while performing work under the terms of this Agreement. All Extension Agents and Extension employees will be covered by the Montana University System self-insured worker's compensation program.
7. ENSURING EFFECTIVE SERVICE: The parties to this agreement are mutually interested in providing the people of the county with an effective educational program in agriculture and natural resources, family & consumer sciences, 4-H/youth development, community development, and related subjects. Provision of the highest level of services requires a well-managed office and personnel who are capable of working effectively with people. The parties agree that any concerns about services, staff or operation of the county Extension program will immediately be discussed between the MSU Executive Director or his/her designee and the County Commissioners or their designee, and every effort made to resolve the concerns. If adjustments to salary rates occur during the term of this agreement, it will not change the schedule for county contributions for salary set forth in this agreement. The resignation of an Extension Agent does not affect continuance of this agreement; however, counties will not be billed during periods when a vacancy exists.
8. TERMINATION PAY: Upon resignation, termination or retirement of the Extension agent, each party shall be responsible for its share of termination pay for annual and sick leave based upon the budget agreement in effect. In the case of transfers from one county to another, Extension administration will notify the county from which the Agent departed of the sum of money to be paid to the county of destination.
9. DURATION OF AGREEMENT: This agreement shall cover the period stated on the budget agreement form, except that it may be terminated by either party, without cause, ninety (90) days after written notice is delivered to the other party.
10. EQUAL OPPORTUNITY: The U.S. Department of Agriculture (USDA), Montana State University and the Montana State University Extension prohibit discrimination in all of their programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status.

The County confirms that the Clerk/Recorder salary recorded on page one is accurate for time period of this agreement. In the event the an error is discovered in this agreement, the county and Montana State University Extension (county chair and regional department head) will correct the error and develop reasonable payment adjustments.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Chief Executive Officer (if applicable) Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Director, Montana State University Extension Date

\_\_\_\_\_  
Commissioner Date