

## **Mutual Cooperation Agreement**

**This Agreement is entered into by the Oklahoma County Board of County Commissioners (“County”) and Oklahoma State University (“OSU”), acting for and on behalf of the Oklahoma Cooperative Extension Service (OCES) and The United States Department of Agriculture for the provisions of extension services to the residents of Oklahoma County.**

**WHEREAS,** the Federal Smith Lever Act of 1914, as amended, authorized the establishment of cooperative Extension work between the Land-Grant Colleges and the United States Department of Agriculture, and

**WHEREAS,** OSU, by and through its duly appointed Board of Regents, has been authorized to oversee the provision of Cooperative Extension work throughout the State of Oklahoma, and has been statutorily mandated by the Oklahoma Legislature to expend state appropriate funding to support cooperative extension services to each of the counties in Oklahoma, and

**WHEREAS,** pursuant to O.S. 70S 3418, Paragraph 3 the County has a mandatory duty to contract and agree with the United States Department of Agriculture and with Oklahoma State University for the conduct of said extension work, and

**WHEREAS,** it is the intention of the County and OSU, acting for and on behalf of the Oklahoma Cooperative Extension Service and the United States Department of Agriculture, that the Oklahoma County Cooperative Extension Service shall provide extension service to the residents of Oklahoma County as detailed herein.

### **NOW THEREFORE THE PARTES MUTUALLY AGREE AND ACKNOWLEDGE:**

1. The Board of County Commissioners agrees to provide financial support to OSU Oklahoma County Oklahoma Cooperative Extension Service (OCES) as required by the Oklahoma Statutes in the annual amount of \$553,345.
2. The Board of County Commissioners will reimburse Oklahoma County Cooperative Extension Service for expenses incurred to conduct OSU approved programs and activities, provided OCES properly invoices the County Commissioners, in a manner acceptable to the County Commissioners, with sufficient documentation to show said expenses were directly related to approve professional services, programs and activities within Oklahoma County. Total reimbursement under this agreement will not exceed \$553,345 for the Fiscal year 2024-25.
3. OCES agrees to report to the County on a quarterly basis regarding the provision of extension services to the residents of Oklahoma County. Upon execution of this agreement both parties, said funds will be payable on a quarterly basis upon claims submitted by the OSU Oklahoma County Extension Director and approved by the Board of County Commissioners.

4. OSU agrees to select Cooperative Extension Educators who are well qualified by virtue of their technical training, experience, and ability to communicate, to perform the prescribed duties of Cooperative Extension Educators. OSU further agrees to provide a highly qualified staff of subject-matter Specialists, subject to available funding, to assist in planning, carrying out, and evaluating County Extension education programs, and to select and employ sufficient administrative assistant staff to support such Educators and Specialist.
5. The parties shall enter into a separate written lease agreement for office space for the county owned property occupied by the Oklahoma County OCES.
6. The parties agree that neither party will acquire any right, claim or title to any real or personal property owned or used by the other party in the performance of this Agreement.
7. The parties agree that they will comply with the Equal Opportunity Program of OSU as approved by the President of Oklahoma State University and the Secretary for the United States Department of Agriculture.
8. The parties agree that the policies of the United States Department of Agriculture and the Oklahoma State University governing partisan political activities of Cooperative Extension employees will be strictly enforced at all times.
9. The parties acknowledge and agree that the employees of the Oklahoma County OCES are employees of OSU, subject to the direction and control of OSU. OSU agrees to provide personnel supervision, in-service education, and program guidance.
10. The parties agree that OCES personnel are required to perform travel as part of their normal duties, the reimbursement of said travel, payable by OSU, to be governed by the official travel regulations of the Oklahoma Cooperative Extension Service.
11. The parties agree that the policies established by the Oklahoma State University Cooperative Extension Service will apply in granting annual, sick, and academic related and military leave for Extension personnel and that Cooperative Extension office hours and holidays will be the policies established by the Oklahoma State University Cooperative Extension Service.
12. The parties agree each party will be solely responsible for the acts or omissions of each party's officials, employees, or agents performing this Agreement subject to the limitations described in the Governmental Tort Claims Act in Title 51, Oklahoma Statutes, Sections 151 *et. seq.*, and shall not be responsible for the acts or omissions

of the other party's officials, employees, or agents. Each party reserves all rights and defenses available at law or in equity.

13. The parties agree and understand that this Agreement contains all of the covenants, stipulations and provisions contemplated by the parties, and no employee, agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or will be bound by any statement or representation not in conformity herewith
14. The parties agree that this Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.
15. The parties agree that this Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until both parties have executed and delivered the Agreement.
16. Unless OCES provides written notice at least twenty (20) days prior to June 30, 2025, the Board of County Commissioners has the option to renew this agreement, subject to the availability of funds, upon the same terms. The exercise of any such option shall be accomplished by the Board of County Commissioners voting to exercise their renewal option on or after the first Monday of the fiscal year renewal period. If OCES withdraws the option to renew the same terms and conditions or the Board of County Commissioners does not exercise its option to renew upon the same terms and conditions, the Board of County Commissioners and OCES shall have the right to negotiate new terms and conditions.
17. If negotiations extend into the succeeding fiscal year, OCES may operate on temporary appropriations until such time as a final agreement is reached. When a mutual agreement for the Oklahoma County Cooperative Extension Service budget ultimately is reached, the agreed budget shall be considered retroactive to the beginning of the fiscal year.
18. The term of this agreement is from July 1, 2024, through June 30, 2025.

Oklahoma State University, Acting for and On Behalf of, The Oklahoma County Cooperative Extension

Authorized Agent: \_\_\_\_\_

DATE: \_\_\_\_\_

Oklahoma County Board of County Commissioners

Chairman: \_\_\_\_\_

DATE: \_\_\_\_\_

District Attorney Approval

ADA:  \_\_\_\_\_

DATE: 5/23/24

ATTEST:

\_\_\_\_\_

County Clerk

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12500188-00 FY 2025  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065bbkeltho Status: Created
---	--

Vendor OSU CO-OP EXTENSION SERVICE OSU-CTP 318 AG HALL  STILLWATER, OK 74078	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
---	--

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	000276				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 OSU Services 2024/25	553345.00 EACH	1.00000	553345.00

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 553345.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account Amount Remaining Budget

County Request No. 322

**REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/23/2023 Department: District 2

State the nature of the legal request: \_\_\_\_\_

Please review as to form and legality - OSU Extension OSU Extension Mutual Cooperation Agreement

Requested by Jessica Clayton Chief Deputy, District 2

**RECEIVED**

**MAY 23 2024**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

\_\_\_\_\_  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

*Revised*

Date of Reply: 5/23/24

*[Signature]*  
Assistant District Attorney