

**Interlocal Agreement for the Provision of
Cooperative Extension Services**

This Agreement is made and entered into on this 20 day of October, 2021, by and between the **Board of Regents of the University of Nebraska** ("University"), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division ("Nebraska Extension"), the undersigned **Dodge County Board of Supervisors** ("County Board"), on behalf of Dodge County, Nebraska ("County", whether one or more) (collectively, the "Parties").

WHEREAS, the Smith-Lever Act of 1914 (7 U.S.C. § 342 et seq.) makes certain provisions for cooperative extension services applicable to such services in the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. § 2-1601 et seq. authorizes the County Extension Board ("Extension Board"), a governing board created and appointed by the County as explained below, to furnish such services in conjunction and cooperation with Nebraska Extension; and

WHEREAS, Neb. Rev. Stat. § 13-801 et seq. (the "Nebraska Interlocal Cooperation Act") further authorizes the Parties hereto to unite their efforts and resources to accomplish the intent of this Agreement; and

WHEREAS, the undersigned Parties wish to unite their efforts and resources to provide to the residents of the County cooperative extension services in a climate of mutual respect giving due consideration to the needs of all Parties, said services to include, but not be limited to, programs supporting Agriculture and Natural Resources; Family and Consumer Sciences; 4-H and Youth; and Community Resource and Economic Development.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Term and Renewals.** This Agreement will be effective **November 1, 2021** ("Effective Date"), for a term of five (5) years (the "Initial Term") and shall automatically renew for up to one (1) additional five-year term ("Renewal Term"), unless terminated as otherwise provided for in this Agreement. Upon written agreement of the Parties, the Agreement may be extended beyond the Initial and Renewal Terms in writing upon the mutual agreement of the Parties for additional terms. The Initial Term and Renewal Terms are collectively referred to herein as the "Term."
2. **Purpose.** The purpose of this Agreement is to allocate responsibilities between the Parties regarding the administration of the Nebraska Extension education program ("Program") in the County. The Program's mission is to "Help Nebraskans enhance their lives through research-based education." Extension professionals located in Nebraska's counties fulfill this mission statement and support the Program by building strong local relationships, engaging with Nebraskans on critical issues and opportunities, and bringing the knowledge and expertise of the University of Nebraska to generate valuable solutions and positive impact to Nebraskans.

The Parties agree that Nebraska Extension's partnership with county governments across the State is critical to achieving the Parties' mutual interest of growing the capacity of Nebraskans and the State.

3. **Applicable Law.** This Agreement is entered into pursuant to and governed by the laws of the State of Nebraska, and in particular under the authority of Neb. Rev. Stat. §2-1601 et seq. and the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., and should be construed in conformity with those provisions.
4. **Administration.** Except as more specifically described herein, this Agreement will be administered by the Extension Board (organized and operated pursuant to Neb. Rev. Stat. § 2-1601 et seq.) on behalf of the County and the Engagement Zone Coordinators of Nebraska Extension on behalf of the University. After consideration of any recommendations or input received from Nebraska Extension, the members of the Extension Board will be appointed by the County.

Interested potential candidates will be identified through an open nomination process. A nomination panel selected by the Extension Board from current Extension Board members and other residents of the County will coordinate the nomination process and make recommendations to the County. To encourage the public to serve on the Extension Board, the County will announce the opportunity to serve by providing notice of any vacancies through those methods of public notice which may include, without limitation: advertising in newspapers of general circulation, by contacting Program participants, by promoting through social media channels, and by receiving recommendations from the existing Extension Board. Such membership appointment processes shall comply with Neb. Rev. Stat. §§ 84-1408 through 84-1414, as amended, and any other applicable public meetings laws. The Extension Board shall complete its nomination process by November 15th of each year, and the appointments shall be made by the County Board no later than the last scheduled County Board meeting of the calendar year.

In making their appointments, the County shall consider the following criteria for balance in representation: geographic location, program interest, leadership potential, and diversity. For the purposes of this Section, the Parties understand that Nebraska Extension, from time to time, is subject to a civil rights compliance review by the National Institute of Food and Agriculture (NIFA), a federal agency within the United States Department of Agriculture (USDA). As part of that compliance review, NIFA ensures that Nebraska Extension complies with Title VI and Title VII of the Civil Rights Act of 1964, as amended. As such, for the purposes of this section, diversity shall be defined to include individual differences, including individuals' personalities, learning styles, and life experiences, as well as group differences, including individuals' cultural, political or other affiliations. When appointing members to the Extension Board, the Parties will use their best efforts to achieve diverse board membership and seek out candidates in federally recognized protected categories such as race, color, national origin, gender, religion, age, disability, and citizenship status.

The Parties agree one liaison of the County Board may be appointed to the Extension Board as non-voting members.

5. **General Liability; Errors and Omissions Insurance/Coverage.** The County will provide Nebraska Extension with a certificate or other evidence of insurance or coverage establishing that the members of the Extension Board are insured or covered for general liability and for errors and omissions in amounts and with an insurer or coverage provider agreeable to Nebraska Extension and the County prior to the execution of this Agreement and any renewal thereof. The University will provide the County with a certificate or other evidence of insurance or coverage establishing that the employees and administrators of Nebraska Extension are insured or covered for general liability and for errors and omissions in amounts and with an insurer or coverage provider agreeable to the County prior to the execution of this Agreement and any renewal thereof.
6. **Financial Contributions to the Program.** Consistent with Neb. Rev. Stat. §§ 2-1606 or 2-1607, as applicable, the Extension Board will finalize a budget for the Program on behalf of the County. The Extension Board and Nebraska Extension will work together in good faith prior to the start of each Fiscal Year (July 1st through June 30th) to assess the Program's goals, objectives and needs and to determine an appropriate budget based on those goals, objectives and needs. Nebraska Extension will develop a staffing plan that takes into consideration the usual needs and available resources of the Program. This staffing plan, and the salary and benefits contributed by Nebraska Extension in providing that staffing, will be considered and given deference in setting the budget. If the County seeks the addition of other staff members or want to expand the scope of the services provided by the Program, the County recognizes and acknowledges that this will require additional funding from them. To facilitate the employment of Extension Assistants and Extension Associates by the University using County funds, the Parties agree to adopt a funding model by which the Counties will reimburse the University for the salary and benefits associated with these positions in substantially similar form to Exhibit A, which is attached hereto and incorporated herein. Each County and Nebraska Extension will be responsible for obtaining approval of their proposed contributions in accordance with their own internal policies and processes. Any other financial sources legally available to fund the Program, such as grants or gifts, also may be used to fund the undertakings of Nebraska Extension and/or the County.
7. **Open Meetings Laws.** The activities of the Extension Board will be conducted in conformity with Neb. Rev. Stat. §§ 84-1408 through 84-1414, and any other applicable public meetings laws.
8. **Program Staff.** Nebraska Extension agrees to provide Extension Educators in a manner consistent with its staffing plan and resources and to employ those staff members pursuant to the terms and conditions of the employment established by Nebraska Extension. The County agrees to provide the University with funding to employ Extension Assistants/Associates, and the County agrees to employ support and clerical staff consistent with the terms of this Agreement. The County shall have sole and full discretion in selecting and establishing the terms and conditions of employment for support and clerical staff who perform duties on behalf of the Program, although the County will seek input from the Lead Educator in making employment decisions regarding those employees. No employment relationship of any kind will be formed or exist between these County employees and the University of Nebraska Extension.

9. **County Responsibilities.** The Extension Board, on behalf of the County, will be responsible for performing the following:
- a. Develop Program goals, objectives and needs.
 - b. Evaluate the Program's ability to meet defined objectives and engage in strategic planning in order to facilitate improvements.
 - c. Provide recommendations and other input to Nebraska Extension regarding the placement (including participation in any interview process conducted by Nebraska Extension), evaluation, job descriptions and duties, and termination of Nebraska Extension employees providing extension services to the County pursuant to this Agreement.
 - d. Provide Nebraska Extension with the facilities, services, and equipment necessary to perform and achieve Program objectives, including without limitation general maintenance, utilities, office supplies, phone service, Internet, office equipment, travel expenses, and other items necessary to utilize those facilities and equipment. These expenses shall be included in the annual budget presented to the County.
 - e. Provide to Nebraska Extension the annual County extension financial report filed with the County Clerk.
 - f. Provide funding to the University to employ Extension Assistants/Associates to the Program.
 - g. Provide necessary support and clerical staff to the Program.
 - h. Such other responsibilities as the Parties hereto may mutually agree.
10. **Nebraska Extension Obligations.** The University, through Nebraska Extension, will be responsible for performing the following:
- a. Provide Extension Educators in numbers and with the qualifications considered by Nebraska Extension to best serve the needs of the Program, taking into consideration the Extension Board's Program design and budget. Extension Educators and Extension Assistants/Associates shall be employed by the University and shall be subject to the terms and conditions of employment established by the University through its personnel policies and practices. No employment relationship of any kind will be formed or exist between these University employees and the County. The University will provide these employees with: (1) reasonable professional development and continuing education experience when such opportunities benefit the Program; (2) access to and support from University programs, information and resources, belonging to the University of Nebraska, which it deems necessary and feasible to serve the Program goals and objectives; and (3) assistance from its Engagement Zone Coordinators with the administration of this Agreement and to act as a liaison between the Extension Board and Nebraska Extension.

b. Appoint one (1) Extension Educator to serve as the primary Lead Educator. The Lead Educator role will be responsible for:

- i. Providing input and advice to the Extension Board on programming, budget, and personnel matters.
- ii. Providing administrative support to the Extension Board.
- iii. Contributing to Program coordination.
- iv. Supervising the University Extension Assistants/Associates assigned to the Program.
- v. Offering input on matters related to the employment of any County employee assigned to the Program, such as input on setting goals and evaluating performance.
- vi. Assisting in the establishment of the advisory committees provided for under the Bylaws of the Extension Board.
- vii. Such other responsibilities as the Parties hereto may mutually agree.

11. **Inability to Provide University Personnel.** The Parties recognize that in certain instances, including but not limited to budget constraints, reassignment, retirement, or other termination of employment, the University may not be able to supply Extension Educators for the entire Term of this Agreement. The County agrees such absences are acceptable, so long as the University takes reasonable actions to address the need for replacement personnel in such a way as to preserve the integrity of the Extension Board's Program.

12. **Grants and Other Monies Collected.** The County will ensure, prior to the Extension Board's application for grant funds or other similar kinds of restricted gifts, the Extension Board will fully inform Nebraska Extension of the grant and its applications. Prior to submitting any such grant application, Nebraska Extension and the Extension Board will mutually agree upon the use and administration of the funds. The County ultimately shall be responsible, though, for the administration and expenditure of any grant or other monies that are received or collected by the County. Nebraska Extension, in turn, shall be responsible for the administration and expenditure of any grant or other monies that are received or collected by Nebraska Extension or any other unit of the University of Nebraska.

13. **Property Ownership.** Any property, personal or real, acquired for purposes of furthering the goals and objectives of the Program, will be owned by the entity contributing the funds for the purchase of the property. Should more than one entity contribute to the purchase of the property, then the property will be owned by the contributor in proportion to the contribution.

14. **Termination.** This Agreement may be terminated at any time, with or without cause, upon no less than 120 calendar days prior written notice, given to all Parties. Notwithstanding the foregoing, should the vote of the County made in accordance with Neb. Rev. Stat. § 2-1604 require that no appropriation be made for the Program, then this Agreement will terminate commensurate with the date the appropriation ceases to exist. Should this Agreement be terminated in any manner for any reason, any property dedicated to the Program will be returned to the entity owning such property. In those instances where one or more entity owns the property, unless the Parties agree otherwise, the property will be sold in a commercially

reasonable manner of disposition, and the owners will share the sale proceeds according to their respective ratios of ownership.

15. **Employment Discrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as well as other state and federal law, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any other legally protected characteristic of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
16. **Compliance with the Law.** The Parties hereto agree to comply with any and all laws, rules and regulations, whether local, state or federal, required in the administration and execution of the terms and provisions of this Agreement.
17. **Reciprocal Indemnification.** To the extent permitted by Nebraska law, the County will save and hold harmless the University and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise from each county's respective operations, activities and obligations, including the acts or omissions of its County Board, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the University. To the extent permitted by Nebraska law, the University will save and hold harmless the County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise out of the University's operations, activities and obligations, including the acts or omissions of its Board of Regents, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the County. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, the State Tort Claims Act, or other applicable provisions of law.
18. **Drug Free Policy.** The University assures the County that the University has established and maintains a drug free workplace policy.
19. **Unavailability of Funding Language.** Due to possible future reductions including but not limited to County, State and/or Federal appropriations, the County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the County may terminate the Agreement or reduce the consideration upon 120 days' advance notice in writing to University. The notice shall be delivered by certified mail, return receipt requested. The County shall be the final authorities as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice. Reduction of consideration shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, the University may cancel this Agreement as of the

effective date of the proposed reduction upon the provision of advance written notice to the County.

20. **Work Status Verification.** The Parties and any of their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
22. **Waiver.** The failure of any Party to this Agreement to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party to this Agreement, which it is not obligated to do hereunder, shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
23. **Assignment.** No Party may assign its rights under this Agreement without the express prior written consent of the other Party. An assignment without such prior written consent shall be a material breach of this Agreement.
24. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
25. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
26. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
27. **Applicable Law and Venue.** Nebraska law will govern the terms and the performance under this Agreement. Venue for any legal proceeding under this Agreement shall be in Lancaster County, Nebraska.

28. **Authority.** The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing board, committee, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.
29. **Notice.** Whenever notice may be required under this Agreement, such notice will be deemed to have been duly given, served and delivered, when mailed by certified mail, postage prepaid, addressed to:

University of Nebraska
Cooperative Extension
211 Ag Hall
Lincoln, NE 68583

Dodge County Clerk
435 N. Park Ave.
Fremont, NE 68025

or such other address as such Party provides in writing to the other Party subsequent to the execution of this Agreement by certified mail, postage prepaid.

30. **Use of Name or Intellectual Property.** The County agrees it will not use the name or any intellectual property, including but not limited to, any University trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the University. The County agrees it will not use the University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation or other communication, especially as it relates to Extension Board business.
31. **Damage to University Property.** Notwithstanding anything in this Agreement to the contrary, the County shall be solely responsible for all costs and expenses to return University property to the condition existing as of the effective date of this Agreement. The County shall immediately give notice in writing of the occurrence of any damage to University property.
32. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. This Agreement does not create a separate legal entity under the Nebraska Interlocal Cooperation Act. The Parties affirmatively disclaim any intent to form such relationship. The Parties agree that there are no intended or unintended third-party beneficiaries of this Agreement, and that this Agreement is solely for the benefit of the Parties hereto.
33. **Fair Labor Standards.** Pursuant to Nebraska Revised Statutes § 73-102, the County states it complies with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Agreement and that fair labor standards shall be maintained for the term of the Agreement.

34. **Equal Opportunity [intentionally bolded].** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
35. **Confidentiality.** The Parties acknowledge they may disclose certain confidential or proprietary information (the “Confidential Information”) to each other during the course of this Agreement. The Parties will use such Confidential Information solely for the purpose for which it is provided and will not, except as required by law or agreed to by the other party, disclose such Confidential Information to any third party. The provisions of this Section shall survive any termination or expiration of this Agreement.
36. **Dispute Resolution.** Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
37. **Joint Work Product.** This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
38. **Public Benefits.** With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.
39. **Right to Audit.** The University shall establish a reasonable accounting system, which enables ready identification of the University’s cost of goods/services and use of funds. Upon thirty (30) days written notice to the University, the County may audit the University’s records any time before three (3) years after final payment to verify the County’s payment obligation and use of County funds. This right to audit shall include other agencies or subcontractors in which good or services are subcontracted by the University. The University shall insure the County has these rights with the other agencies and subcontractors.
40. **Miscellaneous.** The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing directly below their signatures.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

By: _____
Date

Title: Michael J. Boehm
NU Vice President and Harlan Vice Chancellor,
Institute of Agriculture and Natural Resources

COUNTY BOARD OF SUPERVISORS
OF DODGE COUNTY

By: _____
Date

Title: Bob Missel
Dodge County Board of Supervisors Chair

EXHIBIT A

ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF COOPERATIVE EXTENSION SERVICES

This Addendum (“Addendum”) supplements the Interlocal Agreement for the Provision of Cooperative Extension Services (“Agreement”) entered into by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), and the **Dodge County Board of Supervisors** (“County Board”), on behalf of Dodge County, Nebraska (“County”, whether one or more) (collectively, the “Parties”).

Recitals

- A. On or about November 1, 2021, the University and the County entered into an interlocal agreement to provide the residents of the County cooperative extension services according to the terms described within the Agreement, including administration of the Nebraska Extension education program (“Program”).
- B. The University and the County now want to supplement their interlocal agreement to foster the services within their Program in the manner set forth within this Addendum.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Term.** This Addendum shall remain in effect throughout the duration of the Parties’ underlying Agreement, unless terminated in advance by either Party after giving ninety (90) days advance written notice of the termination. This Addendum also may be terminated or amended as need to comply with any change in the law or funding status that substantially and adversely affects the ability of either Party to fulfill their obligations under this Addendum.
2. **Staffing.** Nebraska Extension will provide one full-time equivalent (1.0 FTE) **Extension Assistant - NEP** (“Employee”) to be responsible for certain aspects of the Program. This Employee shall be employed by the University, and therefore, subject to the terms and conditions of employment contained within the University’s policies and practices. No employment relationship will be formed nor exist between the Employee and the County. The County, however, may review and offer input on and revisions to the job description for the Employee’s position, a copy of which is attached and incorporated into this Addendum as Exhibit 1. The Program’s Lead Educator shall have primary responsibility for supervising and guiding the Employee and the Program, taking into consideration any input received from the County’s Extension Board as well as any direction received from the Engagement Zone Coordinator. Nebraska Extension will provide the Employee with educational in-service training, professional development opportunities, and opportunities to participate in program-related work teams and committees to facilitate, enhance and improve the Employee’s skills and programming efforts, as well as the development and delivery of the Program.

3. **Funding.** The funding for this one full-time equivalent (1.0 FTE) position shall be provided as follows: 0 (FTE or %) by the County and 100% (FTE or %) by the University. The County shall reimburse the University for the costs associated with paying the Employee an annual salary and the employer contributions to taxes, workers compensation and unemployment insurance, and employee benefits in proportion to its funding obligation. The University shall bill the County for these salary and contribution costs on a quarterly basis, and the County shall reimburse the University for those costs within forty-five (45) calendar days after receiving the bill. The County shall be responsible for budgeting for and providing the office space, office equipment, technology, travel arrangements, and supplies needed for the performance of the Employee's duties.

4. **Administration.** The Employee will support the Program in a manner that conforms with and adheres to all applicable federal, state and local laws, regulations, rules, and ordinances (including without limitation the Smith-Lever Act of 1914, as amended, as well as all applicable discrimination laws), all applicable policies, rules, guidelines and practices established for such programs by the National Institute of Food and Agriculture on behalf of the United States Department of Agriculture (USDA), and all applicable policies, rules and practices of the University.

5. **Authority.** Each signatory to this Addendum warrants and represents that they are authorized to execute this Addendum on behalf of the Party that they represent and to bind that Party to the terms of this Addendum.

In witness of this Addendum, authorized representatives of each Party have executed it below on the date indicated.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

By: _____ Date

Title: Michael J. Boehm
NU Vice President and Harlan Vice Chancellor,
Institute of Agriculture and Natural Resources

COUNTY BOARD OF SUPERVISORS
OF DODGE COUNTY

By: _____ Date

Title: Bob Missel
Dodge County Board of Supervisors Chair