

June 28, 2019

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Memorandum of Understanding between
MSU Extension & Cascade County**

INITIATED BY: **Cascade County ExpoPark &
Board of Cascade County Commissioners**

ACTION REQUESTED: **Approval of Contract #19-83**

PRESENTED BY: **Carey Ann Haight, Deputy County Attorney
Jane Weber, County Commissioner**

SYNOPSIS:

Superintendents are important to the success of the 4-H Activities at Montana State Fair. As such, Cascade County wishes to formalize an agreement between Montana State University Extension and Cascade County to clarify the respective relationships and responsibilities for activities requiring 4-H Superintendents. Those activities include the need to secure at least one (1) 4-H Area Superintendent each for the Static, Rabbit, Horse and Poultry Divisions. Under an MOU, Montana State University Extension will be responsible for the supervision of the Superintendents and ensure the Superintendents comply with the processes outlined by the ExpoPark Manager and defined in the MOU. Under this MOU, the Superintendents are not employees of Cascade County. The County agrees to provide a lump sum payment totaling \$2,983.25 to the MSU Extension Services. Extension shall deploy these funds for the purpose of securing the necessary Superintendents and shall disburse the funds in Extension's sole and absolute discretion. The amount calculated was determined from past amounts allocated as follows: \$850 for Static Superintendent; \$650 for an assistant Static Superintendent; \$425 each for the Horse, Rabbit, and Poultry Superintendents; and \$208.25 for employee assistant. Again, the Extension Service has sole discretion on how they deploy the lump sum payment for the Superintendents as long as one (1) Superintendent is provided for each of the four categories – Static, Rabbit, Horse and Poultry Divisions. In addition, the County shall also provide necessary office supplies and forms; utilities and display space, sponsor money and prizes; compensation for the judges as appropriate and premium money to exhibit winners.

RECOMMENDATION:
Approval of Contract #19-83

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TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission approve Contract #19-83 authorizing a lump sum payment of \$2,983.25 to MSU Extension for the purpose of securing and supervising a minimum of one (1) Superintendent for the 4-H Static, Rabbit, Horse and Poultry Divisions during Montana State Fair at Expo Park.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission not approve Contract #19-83 authorizing a lump sum payment of \$2,983.25 to MSU Extension for the purpose of securing and supervising a minimum of one (1) Superintendent for the 4-H Static, Rabbit, Horse and Poultry Divisions during Montana State Fair at Expo Park.

MEMORANDUM OF UNDERSTANDING

Montana State University Extension ("Extension") and Cascade County ("County") enter into this Memorandum of Understanding ("MOU") to clarify their respective relationships and responsibilities for 4-H activities at the Montana State Fair ("Fair") at Cascade County's ExpoPark, particularly the securing of at least one (1) 4-H Area Superintendent ("Superintendent") each for the Static, Rabbit, Horse and Poultry Divisions.

The parties agree as follows:

1. The Montana State University Extension will be responsible for the supervision of Superintendents for the Static, Rabbit, Horse and Poultry Divisions. The parties agree that the Superintendents will perform the activities outlined in Attachment A.
2. The parties agree and understand the Superintendents are not employees of Cascade County.
3. Cascade County agrees to provide the funding for the Extension to accomplish the activities outlined in Attachment A.
4. County Responsibilities:
 - a. Financial Contribution. County shall contribute a total of \$2,983.25 (Two Thousand Nine Hundred Eighty-Three Dollars and Twenty-Five Cents). This amount will be paid in a lump sum within thirty days of executing this MOU. Extension shall disburse the funds in Extension's sole and absolute discretion. For illustrative purposes, past amounts have been allocated as follows: \$850 for Static Superintendent; \$650 for an assistant Static Superintendent; \$425 each for the Horse, Rabbit, and Poultry Superintendents; and \$208.25 for employee assistant.
 - b. Office Supplies and Forms. The Supply Request Form will be fulfilled by the Entry Office as County deems reasonably necessary.
 - c. Sponsor Money and Prizes. County will, in its sole and absolute discretion, pay premium money to Exhibitors. County will provide Prizes as set forth herein.
 - d. Judges. County shall compensate Horse, Rabbit, and Poultry Judges. Judges for the Static, Division shall be unpaid. County may, in addition, provide accommodations and/or meals for one or more Judges in its sole and absolute discretion.
 - e. Utilities. County shall provide utilities, such as power, electricity, garbage and water.
5. Division Areas. The County will make the following Premises locations available for each Division:
 - a) Static– Designated Portion of Exhibition Hall, from 8 a.m. July 15 through midnight, August 6, 2019.
 - b) Rabbit – Designated Portion of the Poultry Barn, July 29, 2019 from 8 a.m. to midnight, inclusive of cleanup.
 - c) Poultry – Designate Portion of the Poultry Barn, August 1, 2019 from 8 a.m. to midnight, inclusive of cleanup.