

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: December 10, 2012  
Via: Patrick Wussow, County Administrator  
From: Kirk Peysar, County Auditor

Title of Item:  
University of Minnesota Extension agreement 2013 through 2015

Requested Meeting Date: December 18 Estimated Presentation Time: n/a

Presenter: Kirk Peysar

**Type of Action Requested** (check all that apply)

- For info only, no action requested  Approve under Consent Agenda
- For discussion only with possible future action  Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion  Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale  Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  Yes  No (attach explanation)
- What type of expenditure is this?  Operating  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: 01-601-6262

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**


- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) contract

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

**Kirk Peysar**  
**Aitkin County Auditor**  
209 Second Street Northwest Room 202  
Aitkin, Minnesota 56431  
218.927.7354

December 10, 2012

To: Board of Commissioners

From: Kirk Peysar, County Auditor, Extension Department 

Re: 2013-2015 Memorandum of Agreement-Contract Positions

Attached is the 2013-2015 University of Minnesota-Extension MOA for the 4-H Youth Development Program Coordinator at .75 FTE. The cost of the position is \$49,163.00 for 2013, \$49,897.00 for 2014, and \$50,648 for 2015.

The Extension Committee requests approval of the agreement for a three year term.

Kirk Peysar  
Aitkin County Auditor  
209 2<sup>nd</sup> Street NW Room 202  
Aitkin, MN 56431

**Agreement**  
**Between the University of Minnesota**  
**And**  
**Aitkin County**  
**For providing Extension programs locally and Employing**  
**Extension Staff**

**This Agreement** ("Agreement") between the County of Aitkin Minnesota ("County") and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2013, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2013 and ending on December 31, 2015, unless earlier terminated as provided in paragraphs 7 and 8.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

<b>Program</b>	<b>FTE</b>	<b>2013 Price</b>	<b>FTE</b>	<b>2014 Price</b>	<b>FTE</b>	<b>2015 Price</b>
4-H Program Coordinator	0.75	\$49,163	0.75	\$49,897	0.75	\$50,648
<b>Total</b>	<b>0.75</b>	<b>\$49,163</b>	<b>0.75</b>	<b>\$49,897</b>	<b>0.75</b>	<b>\$50,648</b>

1. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.
2. University will be responsible for providing the following: salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

3. University will bill the County on a quarterly basis and the County will submit payment within thirty (30) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.
4. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.
5. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

6. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.
7. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of three (3) months notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.
8. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

Aitkin County Extension  
Attn: Auditor Kirk Peysar  
209 2<sup>nd</sup> Street NW, Room 202  
Aitkin, MN 56431  
Facsimile: (218) 927-7324  
kpeysar@co.aitkin.mn.us

If to University:

University of Minnesota  
Minnesota Extension  
Attn: Chief Operating Officer  
246 Coffey Hall  
1420 Eckles Avenue  
St. Paul, MN 55108  
Facsimile No.: 612-625-6227  
E-mail: werne012@umn.edu

9. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.
10. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which

are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

11. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.
12. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**COUNTY of Aitkin**

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_