



Board of County Commissioners Agenda Request

7A

Agenda Item #

Requested Meeting Date:

Title of Item:

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p>Action Requested:</p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft)</p> <p style="text-align: right; font-size: small;"><i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
Submitted by:		Department:
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue:		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
<p>Financial Impact:</p> <p><i>Is there a cost associated with this request?</i> Yes No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i> Yes No <i>Please Explain:</i></p>		

**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 Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2022, 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, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

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

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, 4-H Youth Development	1	\$ 76,949	1	\$ 78,681	1	\$ 80,648
Total	1	\$76,949	1	\$78,681	1	\$80,648

2. 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.

3. Based on the County's funding commitment, University will be responsible for providing 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 support staff, office space, office furnishings, telephone, computer, software, internet service,, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) 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.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), 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. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. 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.

8. 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.

9. 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 ninety (90) days prior 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.

10. 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: _____

If to University: University of Minnesota
Minnesota Extension
Attn: Dean Beverly Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
Facsimile No.: 612-625-6227
E-mail: mnext@umn.edu

11. 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.

12. 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.

13. 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.

14. 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. 363A; 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.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

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 _____

ADDENDUM TO
Agreement between the University of Minnesota and Aitkin County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement (“MOA”) for providing Extension programs locally and employing Extension staff between the County of Aitkin, Minnesota (“County”) and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

4-H Program Intern

County and the County 4-H Federation agree to provide the funds identified below to support the following Extension Program Interns (college students). This table is in addition to Table A in the Memorandum of Agreement.

4-H Program Intern	2022 Price	2023 Price	2024 Price
Rate per Hour	\$15.00	\$15.34	\$15.72
Hours	25/week for 8 weeks	25/week for 8 weeks	25/week for 8 weeks
Total County funded	\$3,500	\$3,568	\$3,644
Total 4-H Federation funded	\$1,500	\$1,500	\$1,500
Total for 4-H Intern	\$5,000	\$5,068	\$5,144

This Addendum may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of _____

Regents of the University of Minnesota

BY _____
 Chair, County Extension Committee

By _____
 Dean

DATE _____

DATE _____

BY _____
 Chair, County Board of Commissioners

DATE _____

MOA Prices for 2022-2024



UNIVERSITY OF MINNESOTA
EXTENSION
 Driven to DiscoverSM

The MOA is an agreement with the Regents of the University of Minnesota for the delivery of the selected Extension programs within the county. During the summer of 2020, Extension communicated to counties that due to the pandemic the approved 2% increase to the MOA would not be implemented. Extension decided to decrease the price for an Extension Educator (Agriculture, Food, and Natural Resources; Community Vitality; or Family Development) beginning in 2022. All other 2022 position prices are based on the actual cost in 2020 and 2021. Prices increase for 2023 and 2024 at the stated percentages.

2022-2024 Local Position Price for University employed positions in County Extension Offices					
Three Year Agreement Pricing					
Program/Position	Base Price	2020 & 2021 Actual	2022	2023	2024
		0%	2.25%	2.25%	2.5%
Extension Educator ¹	1 FTE	\$96,708	\$85,000 ²	\$86,913	\$89,085
Extension Educator, 4-H Youth Development	1 FTE	\$75,256	\$76,949	\$78,681	\$80,648
Program Coordinator (e.g. Master Gardener)	1 FTE	\$75,256	\$76,949	\$78,681	\$80,648
Administrative Support Staff	Hourly	\$28.71	\$29.36	\$30.02	\$30.77
Program Interns (College Students)	Hourly	Not included	\$15.00	\$15.34	\$15.72

¹Agriculture, Food, Natural Resources; Community Vitality; or Family Development

²The 2022 price for the Extension Educator¹ reflects a decrease from 2021 rather than an increase of 2.25%.

Use of MOA Funds

The package price includes the following costs:

- Salary and Fringe
- Mileage, Meals, and Lodging
- Professional Development and Training
- Program and Staff Supervision
- University Payroll and Accounting Services
- Connection to University of Minnesota Research

During the past three calendar years (2018 - 2020), MOA funds were expended 93.52% on salary/fringe and 6.48% on non-salary/fringe.