Agreement

Between the Regents of the University of Minnesota And

Ramsey County, Minnesota For providing Extension programs locally and employing Extension Staff

This Agreement ("Agreement") between the County of Ramsey 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, 2025, 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, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

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 the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Program deliverables are listed in Exhibit B.

- 2. County recognizes that University costs for supporting these Programs and positions 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 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 agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.
- 4. County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A.
- 5. University will bill the County quarterly 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 for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.
- 6. 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 the 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. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. 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 the 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.

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. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally,

should be addressed with the supervisor (Exhibit D - Org. Chart).

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 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: St. Paul - Ramsey County Public Health

Attn: Diane Holmgren, Interim Director

90 West Plato Boulevard

St. Paul, MN 55107

E-mail: diane.holmgren@ramseycounty.us

If to University: University of Minnesota

Minnesota Extension

Attn: Dean Beverly R. Durgan

240 Coffey Hall1420 Eckles Avenue

St. Paul. MN 55108

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. With respect to their obligations under this Agreement, the University and the County are 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 the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

- Signature Page Follows -

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

RAMSEY COUNTY

| Victoria Reinhardt, Chair Ramsey County Board of Commissioners | | |
|---|--|--|
| Date: | | |
| | | |
| Jason Yang, Interim Chief Clerk | | |
| Ramsey County Board of Commissioners | | |
| Date: | | |
| Approved as to form and insurance: DATE | | |
| Approval Recommended | | |
| BY Diane Holmgren, Interim Public Health Director | | |
| DATE <u>11/12/2024</u> | | |
| Approved as to form and Insurance | | |
| BY Caitlin Mohamed | | |
| County Attorney | | |
| DATE | | |

Regents of the University of Minnesota

| BY _ | |
|------|---|
| | Dean, University of Minnesota Extension |
| DA | TE |
| | |