

**Agreement
Between the University of Minnesota
And
Ramsey County
For providing 4-H Youth Development programs locally and Employing
Extension Staff**

This Agreement (“Agreement”) between the County of Ramsey, 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, 2022, and supersedes and replaces any and all current or existing agreements relating to 4-H Youth Development programs between the County and University by its Extension unit.

The term of this Agreement shall be two (2) years, beginning on January 1, 2022 and ending on December 31, 2023, 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 University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below. Addendum A describes the program and outlines the expected deliverables.

Table A

Program Budget	2022	2023
2.0 4-H Youth Development Educators	\$150,512	\$153,522
To support general operations, community outreach programming, equipment, supplies, evaluation and administrative support associated with the 4-H Youth Development program in Ramsey County	\$29,488	\$26,478
Total	\$180,000	\$180,000

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 office space, office furnishings, telephone, storage space, and other program and general office supplies (included in the funded amount listed in Table A).

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four 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 Extension Committee. 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

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 RAMSEY

Regents of the University of Minnesota

BY: _____
Toni Carter, Chair
Ramsey County Board of Commissioners

BY: _____

DATE: _____

DATE: _____

BY: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

DATE: _____

Approval Recommended:

BY: _____

Director of Communications & Public Relations

DATE: _____

Approved as to form

BY: _____

Assistant County Attorney

DATE: _____