

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 19th, 2022

SUBJECT: NC Cooperative Extension MOU

PRESENTER: Christopher Todd, Business and Community Development Director

ATTACHMENTS: Yes

1. Draft Memorandum of Understanding for Ag Assistance Program Director

SUMMARY OF REQUEST:

The purpose of this Memorandum of Understanding (MOU) is to facilitate the transfer of funds from Henderson County to North Carolina State University in order to fully fund an Ag Program Assistant position in the Henderson County Cooperative Extension Office. Henderson County would allocate these funds to NC State through the payroll agreement currently in place within the existing MOU between Henderson County and NC State University.

The position's goals are to include -

- Providing enhanced assistance to the urban population regarding lawn and garden issues;
- Providing assistance to the Henderson County Cooperative Extension agricultural agents in conducting programs, workshops and field trials;
- Supporting the Master Gardener program on training and project selection;
- Assisting with Farm City Day.

Henderson County is to fund this position at a one-hundred share for a total annual cost of fifty-five thousand dollars.

BOARD ACTION REQUESTED:

The Board is requested to review the proposed agreement, and adopt the MOU as presented. The Board is also requested to authorize the Chairman to execute the amended MOU.

Suggested Motion:

I move the Board adopt the MOU as presented, and authorize the Chairman to execute the amended MOU.

Memorandum of Understanding between Henderson County and North Carolina State University for Henderson County to Provide Funding for an Ag Program Assistant for Henderson County Cooperative Extension and Deliver Said Funding to NC State University through the Payroll Process Outlined in the Current MOU between Henderson County and NC State University

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to facilitate the transfer of funds from Henderson County to North Carolina State University in order to fully fund an Ag Program Assistant position in the Henderson County Cooperative Extension Office. Henderson County would allocate these funds to NC State through the payroll agreement currently in place within the existing MOU between Henderson County and NC State University.

II. Background: North Carolina Cooperative Extension provides numerous educational programs to the inhabitants of Henderson County through its Henderson County Extension Center. Agriculture contributes about \$110 million to the Hendersonville economy each year. Much of this revenue is generated from apples, vegetables, and the green industry. Henderson County Cooperative Extension supports all of these industries with its agents and programs. Additionally, as the population of Henderson County grows and the region becomes more urban, more clientele rely on the Henderson County Extension Center for education and information related to consumer horticulture. This includes the diagnosis of disease and insect problems in urban landscapes as well as plant and pest identification. Currently, the Henderson County Center services 50-60 clients per week through personal visits, emails and phone calls. The center also conducts numerous programs for the landscaping and nursery industry. In addition, each year, the center offers a 12-week Master Gardener course to the public. Master Gardeners currently attend to over 20 local projects including the landscaping at the Flat Rock Playhouse. All of this community service is provided free of charge due to the Master Gardener training offered.

The agents at the center also conduct programs, workshops and on-farm trials to help keep the local commercial agriculture industry sustainable. With several new farmer's markets and a growing number of small farms, the interest in the center's programs is greater than ever. With the growth in the county in blackberries and raspberries, the commercial small fruit agent conducts many trials each year to support these growing industries. With the increased demand on the time of the current agents, an Ag Program Assistant is needed to help assist agents in conducting programs and answering questions. This will extend the reach and better utilize the time of the agents to continue to grow their programs to meet the rising demand.

All of the programs and services offered by the Henderson County Center are research-based and provide the most current and scientific information to consumers and producers. Agriculture will continue to be a large part of the Henderson County landscape for decades to come. Therefore, this position has been allocated to that end.

- III. Collaboration goals:** The partners acknowledge and agree that their collaborative goals for this position include:
- a. Providing enhanced assistance to the urban population regarding lawn and garden issues;
 - b. Providing assistance to the Henderson County Cooperative Extension agricultural agents in conducting programs, workshops and field trials;
 - c. Supporting the Master Gardener program on training and project selection;
 - d. Assisting with Farm City Day.
- IV. Responsibilities of the Parties:** The Parties acknowledge and agree to the following responsibilities in order to attain the foregoing collaboration goals:
- a. Henderson County will convey funds to NC State University through the normal payroll channels outlined in the current MOU between Henderson County and NC State University regarding Cooperative Extension. These funds will then be used to pay the salary and benefits of the Ag Program Assistant referenced above. The position will be housed at HCCE and will be an employee of NC State University.
- V. Principal Contacts:** The principal contacts for the Parties are:
- Dr. W. Terry Kelley
Director, Cooperative Extension Henderson County
100 Jackson Park Road Hendersonville, NC 28792
wtkelley@ncsu.edu
(828) 697-4891 (office)
- John Mitchell
Manager, Henderson County
1 Historic Courthouse Square, Hendersonville, NC 28792
jmitchell@hendersoncountync.gov
(828) 697-4809
- VI. Limitations:**
- a. All responsibilities of the Parties are subject to the availability of funds.
 - b. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not a Party to this agreement against Henderson County, or their partners. This MOU does not apply to any person not directly associated with a Party.
- VII. Commencement/Duration/Modification/Termination:** This MOU takes effect when signed by all Parties and will remain in effect until either Party terminates the MOU by providing written notice to the other. This MOU may be extended or modified at any time per the mutual written consent of the Parties. Upon receipt of the termination notice, all Parties will take all reasonable actions to cancel outstanding commitments and limit financial expenditures related to the work described in this MOU.

VIII. Financial Provisions: All commitments made by Henderson County in this MOU are subject to the availability of funds. Nothing in this MOU, in and of itself, obligates either Party to expend funds or to enter into any contract or incur financial obligations that would be inconsistent with either Party's budget priorities. The county shall agree to fund the position at one-hundred percent. The cost of the position in total between salary and benefits shall at the time of this agreement equal fifty-five thousand dollars. This agreement shall not limit or prohibit the ability of NC State University to request an alteration in the compensation of the position, provided that the county agrees to said alteration.

IX. Compliance with Laws: The Parties will observe all applicable laws and regulations during the execution of the work described in this MOU. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.

Approval: This MOU takes effect upon the date of the last signature below.

FOR HENDERSON COUNTY COOPERATIVE EXTENSION:

William Terry Kelley, Director
Henderson County Cooperative Extension

Date

FOR HENDERSON COUNTY:

John Mitchell, County Manager
Henderson County

Date