AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado State University (CSU) Extension Memorand

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2021 staff proposed budget. kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 11/13/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 11/13/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/13/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/13/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/17/2020

Revised April 2015

COLORADO STATE UNIVERSITY (CSU) EXTENSION
MEMORANDUM OF UNDERSTANDING
WITH GUNNISON COUNTY

This Memorandum of Understanding is entered this **1st day of November, 2020**, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of Colorado State University Extension, hereinafter referred to as "Extension": and the County of **Gunnison**, State of Colorado, hereinafter referred to as "County". Extension and the County may be referred to herein as the Parties.

WITNESSETH THAT:

WHEREAS, County desires to participate in the educational programs as authorized by the Smith-Lever Act, as amended, and other acts supporting Extension programs which include the conduct of Extension programs and dissemination of relevant research findings in agriculture and natural resources, family and consumer science, economic and community development, and 4-H youth development in the County; and,

WHEREAS, Extension is authorized by State and Federal law to conduct Extension educational programs in the State of Colorado; and,

WHEREAS, Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners; and,

WHEREAS, Extension and County desire to enter into this Memorandum of Understanding as a master document to set out the nature of the program and the relationship of the parties:

NOW, THEREFORE, the parties do hereby agree to expend their best efforts to conduct and support an Extension program under the following terms and conditions:

Section 1, County agrees:

(a) Office space and general operating funding: Subject to annual appropriation by the County, the County shall furnish suitable office space, and provide the essential costs of utilities, travel, office expense, supplies, equipment and information technology services needed to conduct Extension programs in the County. Extension agrees and understands that all office space, supplies, equipment and data stored on County-provided computer or network systems, except for any software owned or licensed to Extension, shall at all times be and remain the property of the County. Notwithstanding the above, the work product created by Extension on County equipment, including County-provided computers, shall also be considered Extension property.

(b) Professional CSU Hired Staff: To provide by reimbursement to Extension the applicable amount of funding for three (3) positions: 1.) The formula payment for **1 County Extension Director/Agent (1.0 FTE)** position based on a CSU fringe benefit formula developed and updated annually by CSU Extension, 2.) The full salary and benefit costs of– **1 full-time FCS/4-H Agent** which the County has agreed to fully fund, and 3.) 50% of the full-time salary and benefit costs of a full-time **4-H**

Youth Development Agent. (CSU covers the other 50%). This amount reimbursed by County will be subject to adjustment based on the CSU system changes, such as salary and benefit increases. County agrees to fund any such adjustments.

(c) Clerical/Administrative support: To provide **1 FTE** clerical and administrative personnel hired and funded by the County, including all salary and benefit increases.

(d) To submit to the Director of CSU Extension a copy of the county budget approved for items (a), (b) and (c) above. The budget will be verified as true and correct by the responsible county officer and will be submitted prior to the beginning of each calendar year.

(e) To review this MOU at the beginning of each calendar year and affirm or appoint members of the County Extension Advisory Committee.

(f) To participate in the selection procedure of professional Extension staff for the County in accordance with Colorado State University Extension Personnel Policies and Procedures.

(g) Vehicles and insurance coverage: The County agrees to provide vehicles for use of Extension staff for official Extension or County functions. Any passengers driven in county vehicles shall be transported to and from official Extension or County functions only, provided that such vehicle shall only be driven by authorized Extension personnel, and no passenger other than County or Extension personnel serving the County shall be transported in County vehicles without first completing a waiver as required by the County. Insurance coverage by the County, for Extension personnel, shall not include worker's compensations.

(h) Training: That all County hired program and support staff will attend required trainings to adequately and correctly perform their job(s), including attending trainings conducted both on CSU campus, web-based training, as well as regional and national training and professional development opportunities.

(i) Supervision of staff: Management and supervision of **Gunnison** County Extension staff will continue to be through the CSU Extension County Director as overseen by the State CSU Extension Director. The County Manager is authorized to direct **Gunnison** County CSU Extension staff's work and oversee the office's County hired personnel when both parties deem necessary.

(j) Emergency Management: To provide adequate training for and communication for Extension staff, if Extension is included in the counties' emergency management plans. To ensure that any role defined for Extension is appropriate to the skills and abilities of the staff, and to provide adequate training and inclusion in emergency management meetings, drills, and related activities to be able to effectively carry out their role.

(k) Travel: To allow County budgeted in-state travel for staff to teach educational programs and attend professional development trainings in Gunnison and other Counties. At times, County agents across the state provide mutually reciprocated professional expertise and work across County lines.

Section 2. CSU Extension agrees:

(a) Work cooperatively and equitably across the state to ensure access to Extension expertise and opportunities.

(b)To provide leadership and administration of programs and staff of Colorado State University Extension.

(c) With the approval of the County, recruit, appoint and supervise professional staff to serve in the County.

(d) To provide qualified state and regional specialists that are available to train and assist county staff in the conduct of county extension educational programs.

(e) To provide by direct payment all salary and benefits for all professional CSU hired staff as outlined in section 1, (b), and to fund the salary for: 1 County Extension Director/Agent (1.0 FTE) less the county formula share, and 50% of the full-time salary and benefit costs for a full-time 4-H Youth Development Agent.

(f) To provide payment of all employer fringe benefit costs.

(g) Emergency Management: To allow, encourage and support Extension staff to fulfill their appropriate role in the county emergency management plan and disaster preparation. To require that Extension personnel complete FEMA emergency management courses ICA 100 and ICA 700, receiving a certificate of completion in order to build knowledge and abilities regarding emergency management.

(h) CSU shall provide the internal, on-campus rate for any transactions with university service centers. University service centers are CSU operational units that perform fee-for-service activities for groups on the CSU campus as well as external customers, such as the Institute for Research in the Social Sciences (IRISS).

Section 3. Extension and County mutually agree:

(a) To place in the County, and support in accord with this MOU, (_**3**_) professional CSU-Hired positions and (_**1**_) County-Hired administrative support staff based on funding availability.

(b) That the personnel costs of staff outlined in Section 3(a) will be provided by the parties as described in Section 1(b), 1 (c) and 2(e). The four office FTEs are summarized here:

County Extension Director – CSU hired and funded (formula paid by County)
FCS/4-H Agent – CSU hired and fully County Funded
4-H Agent – CSU hired and 50% County Funded 50% CSU Funded
Administrative Assistant – County hired and funded

This agreement will in no way limit either party at their sole discretion from employing additional professional or paraprofessional personnel in the County Extension Office at their own expense.

(c) To notify the other party in writing at least sixty (60) days prior to any expected major change in program which would affect the professional personnel or support of the program.

(d) Colorado State University Extension, as a publicly funded educational organization, operates in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, and as such, all programs, activities and employment opportunities are available without regard to race, color, national origin, sex, religion, age or disability.

(e) Emergency Management: To allow and encourage CSU staff to participate in disaster preparation and emergency management for **Gunnison** County, and require Extension staff to take FEMA courses ICS 100 and ICS 700 resulting in a certificate of completion in order to gain knowledge and insight into emergency response needs.

Section 4.

This Memorandum of Understanding shall remain in full force and effect from year to year until terminated by either party by written notice given sixty (60) days prior to the anticipated time of termination.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

BOARD OF COUNTY COMMISSIONERS OF **GUNNISON** COUNTY

ATTEST:

_____	_____	_____	_____
County Officer	Date	Commissioner, Chair	Date
_____	_____	_____	_____
Commissioner	Date	Commissioner	Date

COLORADO STATE UNIVERSITY EXTENSION

ATTEST:

_____	_____	_____	_____
County Director	Date	VP Engagement & Extension	Date

COOPERATIVE EXTENSION
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered this 17th day of February, 2004, by and between Colorado State University Cooperative Extension, hereinafter referred to as "Extension", and the County of Gunnison, State of Colorado, hereinafter referred to as "County", for Cooperative Extension Programs.

WITNESSETH THAT:

WHEREAS, County desires to participate in the educational programs as authorized by the Smith-Lever Act, as amended, and other acts supporting Cooperative Extension programs which include the conduct of Extension programs and dissemination of relevant research findings in agriculture and natural resources, consumer and family sciences, and 4-H and youth in the county; and,

WHEREAS, Extension is authorized by State and Federal law to conduct Cooperative Extension educational programs in the State of Colorado; and,

WHEREAS, Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee; and,

WHEREAS, Extension and County desire to enter into this Memorandum of Understanding as a master document to set out the nature of the program and the relationship of the parties:

NOW, THEREFORE, the parties do hereby agree to expend their best efforts to conduct and support a Cooperative Extension program under the following terms and conditions:

Section 1. County agrees:

(a) To furnish suitable office space, and pay the essential costs of utilities, travel, office expense, supplies and equipment needed in the conduct of Cooperative Extension programs in the county.

(b) To provide by reimbursement to Extension, the applicable amount of the professional staff funding based on a formula developed and updated annually, and approved by the Board of Governors of the Colorado State University System.

(c) To provide necessary and adequate clerical and secretarial personnel.

(d) To submit to the Director of Colorado Cooperative Extension a copy of the county budget approved for items (a), (b) and (c) above. The budget will be certified as true and correct by the responsible county officer and will be submitted prior to the beginning of each calendar year.

(e) To annually review this MOU at the beginning of each calendar year and affirm or appoint members of the County Extension Advisory Committee.

(f) To participate in the selection procedure of professional Extension staff for the county in accordance with Colorado State University Cooperative Extension Personnel Policies and Procedures.

Section 2. Extension agrees:

(a) To provide leadership and administration of programs and staff of Colorado State University Cooperative Extension.

(b) With the approval of the county, recruit, appoint and supervise professional staff to serve in the county.

(c) To provide qualified state and regional specialists that are available to train and assist county staffs in the conduct of county extension educational programs.

(d) To provide by direct payment to professional staff, the total professional staff salary that includes the formula as described in 1 (b).

(e) To provide payment for all employer fringe benefit costs.

Section 3. Extension and County mutually agree:

(a) To place in the county, and support in accord with this MOU, 1.25 FTE professional staff, using a staffing index as a guide.

(b) That the personnel costs of this staff (Section 3(a)) will be provided by the parties as described in Section 1(b) and 2(d) above. This agreement will in no way limit either party at their sole discretion from employing additional professional or paraprofessional personnel in the County Extension Office at their own expense.

(c) To notify the other party in writing at least sixty (60) days prior to any expected major change in program which would affect the professional personnel or support of the program.

(d) Colorado State University Cooperative Extension, as a publicly funded educational organization, operates in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, and as such, all programs, activities and employment opportunities are available without regard to race, color, national origin, sex, religion, age or disability.

Section 4.

This Memorandum of Understanding shall remain in full force and effect from year to year until terminated by either party by written notice given sixty (60) days prior to the anticipated time of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

ATTEST:

Thad R. Fiedler	3-9-04		
~~County Officer~~ Commissioner Chair	Date	~~Commissioner, Chair~~ CE	Date
	3/9/04		3-9-04
Commissioner	Date	Commissioner	Date

COLORADO STATE UNIVERSITY COOPERATIVE EXTENSION

ATTEST:

Fiscal Officer	Date	Director	Date