

MEMORANDUM OF UNDERSTANDING
Colorado State University Extension
and
Douglas County, Colorado

This Memorandum of Understanding ("MOU") is entered into this 20th day of March, 2018, by and between Colorado State University Extension, hereinafter referred to as "Extension" and the Board of County Commissioners of Douglas County, Colorado hereinafter referred to as the "County." Extension and the County shall be referred to collectively as the "Parties."

History:

Congress passed the Morrill Act in 1872 establishing the Land Grant University System. The territory of Colorado and later the State of Colorado (the "State"), recognized Colorado State University ("CSU"), established in 1872, as Colorado's land grant university. In 1914, passage of the Smith-Lever Act added Extension to the land grant university's mission of research, teaching and service. Since then, Extension has conducted educational work in agriculture, family and consumer sciences, natural resources, energy, 4-H/ youth development, community resource development and related subjects as authorized through Smith-Lever, its amendments and related acts. The United States Department of Agriculture, through its National Institute of Food and Agriculture, financially supports and guides Extension in programming, research and information that positively affects individuals, families, youth and communities across the nation.

Recitals:

WHEREAS, the County desires to participate in Extension 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; and

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

WHEREAS, Extension programs in the County (referred to generally herein as the "Douglas County Extension Program") are developed and delivered in response to local needs and interests as identified by County staff and Extension staff through interaction with and input from the community, a locally representative Douglas County Extension Advisory Council and the County's Board of County Commissioners (the "BOCC"); and

WHEREAS, the County is open to programming across all Extension work areas, the BOCC has a strong interest in furthering 4-H Youth Development, horticulture (including the Master Gardener Program) and small acreage programming, in collaboration with other County and CSU system resources; and

WHEREAS, Extension and the County desire to enter into this MOU as a master document to set out the nature of the Douglas County Extension Program and the relationship of the Parties.

NOW, THEREFORE, the Parties do hereby agree to expend their best efforts to conduct and support the Douglas County Extension Program under the following terms and conditions:

Section 1. County agrees:

- a) To furnish suitable office space and furnishings, including utilities, as is further described in Addendum 1, attached hereto and incorporated herein by this reference. Addendum 1 may be updated and replaced in part or in whole from time to time as necessary and by written agreement by the Parties. References to Addendum 1 herein shall include any subsequent updates and/or replacements as agreed to by the Parties.
- b) To transfer \$55,000 beginning in 2018 for direct and indirect costs needed in the conduct of the Douglas County Extension Program and as described in Addendum 1, and subject to the provisions set forth in Section 3(i). These costs include: (1) DIRECT COSTS – limited specifically to travel, training, office expenses, supplies, equipment and; (2) INDIRECT COSTS – for Extension to manage County operating and personnel funds, and to hire and manage two support staff. Any other provision of this MOU notwithstanding, and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Section 1(b) for fiscal year 2018 shall be \$55,000 and in no event shall the County be liable for payment under this MOU for any amount in excess thereof. The County may request a review of all expenditures at any time for the validation of the County's contribution in supporting the Douglas County Extension Program, including access to financial records for purposes of conducting audits from time to time as the County may deem appropriate. The transfer amount will be adjusted annually as per the adopted County budget for the Douglas County Extension Program operations and shall be subject to the provisions set forth in Section 3(i).
- c) To provide, by reimbursement to Extension, the applicable amount of the professional staff funding based on a formula developed and updated annually, approved by the Board of Governors of the Colorado State University System, and agreed upon by the BOCC through its annual budget process and approval, and as further set forth in Addendum 1. Any other provision of this MOU notwithstanding, and pursuant to Section 29-1-110, C.R.S. and Section 3(i) herein, the amount of funds appropriated for fiscal year 2018 and thereafter for this Section 1(c) shall be a not-to-exceed amount and in no event shall the County be liable for payment under this MOU for any amount in excess thereof.
- d) To provide salary and benefits for necessary and adequate administrative support and temporary personnel as agreed upon by the BOCC through its annual budget process and approval, and as further set forth in Addendum 1. Any other provision of this MOU notwithstanding, and pursuant to Section 29-1-110, C.R.S. and Section 3(i) herein, the amount of funds appropriated for fiscal year 2018 and thereafter for this Section 1(c) shall be a not-to-exceed amount and in no event shall the County be liable for payment under this MOU for any amount in excess thereof.
- e) To provide salary and benefits for any additional professional, support and/or program staff as requested and approved by the County. Any other provision of this MOU notwithstanding, and pursuant to Section 29-1-110, C.R.S. and Section 3(i) herein, the amount of funds appropriated for fiscal year 2018 and thereafter for this Section 1(c) shall be a not-to-exceed amount and in no event shall the County be liable for payment under this MOU for any amount in excess thereof.
- f) To make available electronically to the Director of Extension, an approved copy of the County's budget to address items (b), (c), (d) and (e) above prior to the beginning of each calendar year.
- g) To provide Extension with the funds identified in items (b), (c), (d) and (e) above and to have Extension manage and expend those funds in support of the Douglas County Extension Program office, personnel and programming beginning January 1, 2018. The County will deposit operating funds, item (b), with Extension at the beginning of the County's fiscal year. Extension will expend

those funds over the course of the fiscal year in support of office operations and in accordance with the terms and provisions of this MOU, including those provisions of Addendum 1. Extension will invoice the County for salary and benefits—items (c), (d) and (e)—quarterly.

- h) To review this MOU and the Douglas County Extension Program's work annually, including a review of mutually agreed upon performance measures; to identify a Douglas County Extension Program liaison and to affirm or appoint members of the Douglas County Extension Advisory Committee.
- i) To participate in the selection process of the Douglas County Extension Program Director and program staff in accordance with Colorado State University Extension Personnel Policies and Procedures.
- j) That all work created solely by Extension employees and/or volunteers shall be considered Extension property.

Section 2. Extension agrees:

- a) To provide leadership and administration for the programs and supervision of Extension staff. Extension programs, volunteers and personnel are the responsibility of Extension and are managed according to CSU policies and procedures.
- b) With the participation and input of the County, to recruit and appoint all Douglas County Extension Program, administrative and support staff to serve in the County.
- c) To provide qualified State and regional specialists that are available to train and assist County staff and Douglas County Extension Program staff in the conduct of Extension educational and community-based programs.
- d) To coordinate and cooperate with County staff in key related areas including but not limited to Fair, Open Space, Facilities, Youth Initiatives, Community Development and Human Services staff.
- e) To provide salaries by direct payment to all Douglas County Extension Program staff. Extension will also be responsible for the payment of all employer fringe benefit costs. The administrative professional and state classified Douglas County Extension Program staff are employees of CSU, supervised by the Douglas County Extension Program Director, and subject to CSU and Extension personnel policies and procedures.
- f) To provide full and timely payment of all appropriated expenses incurred in the operation of the Douglas County Extension Program's office and their programs, in accord with the approved annual budget as made available electronically by the County as described in Section 1(f).
- g) To set up and manage the Douglas County Extension Program's non-appropriated account. All expenditures will support Extension programming and comply with non-appropriated account policies and procedures. A record of the account and the expenditures shall be made available to the County upon the County's request.
- h) To provide Douglas County Extension Program staff with the tools, contacts and training necessary to operate within Extension financial system and provide day-to-day fiscal information to the Douglas County Extension Program liaison or the County's fiscal office as requested.
- i) To provide Douglas County Extension Program staff with technical support, as requested and required

by staff for computer related processes and products.

- j) To conduct an annual review of the County's appropriated funds to the Douglas County Extension Program and managed by Extension and to share the resulting report with the Douglas County Extension Program liaison.
- k) To prepare an annual plan of work, including relevant performance measures, and present it to the BOCC, or their designee, prior to the start of the calendar/Douglas County Extension Program year. Extension staff will also provide the Douglas County Extension Program liaison with information quarterly that summarizes programming, accomplishments, challenges and updates on performance measures. Extension will submit a year-end accomplishment report, including performance measures, at the end of the calendar/Douglas County Extension Program year. Designated Extension staff will meet with the BOCC, or their designee, annually to receive program input and discuss County priorities, opportunities and challenges.

Section 3. Extension and County mutually agree and acknowledge:

- a) That it is the desire of each entity to maintain a strong working relationship that effectively addresses the interests of both the County and Extension. The Parties will work to ensure an appropriate balance between funding and the performance measures agreed to in the annual Douglas County Extension Program plan of work.
- b) That Extension will place staff with appropriate subject matter expertise across the State, in regions, and county positions; the County and Extension acknowledge that these individuals will work cooperatively across subject matter and geographic areas, in an appropriate and equitable manner, to provide residents with access to Extension education, programs and information.
- c) That Extension program, personnel, and fiscal policies and procedures will be followed in the implementation of Extension programs and office operation. County policies followed will be regarding facility and property use, internet connectivity and representation of the County including, but not limited to, customer service, transparency and reputation standards.
- d) If either Extension or the County has concerns about any aspect of Extension operation, they will contact the Douglas County Extension Program liaison or the Douglas County Extension Program Director to initiate discussions and resolution. Issues and resolution may also escalate through the chain of command of either Party as needed for information, guidance and resolution.
- e) County and Extension staff will review the staffing plan periodically for adequacy in meeting the agreed to Douglas County Extension Program objectives stated in the annual plan of work.
- f) To notify the other party in writing at least sixty (60) days prior to any expected major change in Douglas County Extension Program (office relocation, funding decrease, increase or decrease in staffing) which would affect the professional personnel or support of the program.
- g) The Parties recognize and acknowledge that there are other agreements which have been entered into and may be entered into in the future which govern aspects ancillary to and/or directly related to the functioning and operation of the Douglas County Extension Program, including but not limited to agreements regarding facility use, property use and fair roles and responsibilities. Nothing in this MOU is intended to supersede, modify or otherwise affect any agreement in place at the time of execution of this MOU or at any later date. The Parties agree to expend their best efforts to carry out the provisions of this MOU in harmony with the provisions of any such other agreement which may

be entered into by the Parties and affecting the Douglas County Extension Program.

- h) 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.
- i) Any potential expenditure for this MOU outside the current fiscal year is subject to future appropriation of funds for any such proposed expenditure. The financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. The financial obligations set forth in this MOU shall be automatically terminated on January 1st of the first fiscal year for which funds are not appropriated by the Parties. In no event shall the County be liable for payment under this MOU for any amount in excess of the amount appropriated for that fiscal year. The County is not under obligation to make any future appointment or allocation to this MOU nor is anything set forth herein a limitation of liability for Extension.
- j) The Parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, *et seq.*, and that no provision of this MOU is intended to limit or modify the application of immunity.
- k) This MOU has been executed by the Parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado.

Section 4.

This MOU repeals in its/their entirety all prior memorandums of understanding between the County and Extension with respect to Extension programs in Douglas County.

Section 5.

This MOU shall remain in full force and effect from year to year until terminated by either Party by written notice, delivered to the office of the Douglas County Manager or Extension Director, 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 DOUGLAS COUNTY

ATTEST:

DocuSigned by:

Lora L. Thomas

Lora L. Thomas

Co-Chair

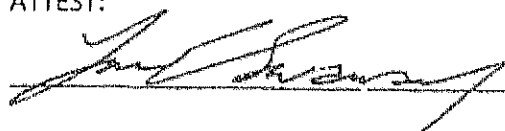
County Officer Date Commissioner, Chair Date

3/21/2018

Commissioner Date Commissioner Date

COLORADO STATE UNIVERSITY EXTENSION

ATTEST:

 2/19/18

Extension Administration Date Director, CSU Extension Date

Addendum 1

Base as of January 1, 2018

Staffing:

Base staffing for 2018 includes:

- Two (2) formula positions, based on availability of budgeted funds: the Douglas County Extension Program Director and the 4-H Youth Development and Outreach Agent. For these two positions, the County pays a matching amount of funds as approved annually by the Board of Governors of the Colorado State University System. Extension pays the balance of salary and benefits.
- Three (3) County funded program staff, based on availability of budgeted funds: the 4-H Youth Development – Livestock Agent, a 4-H Coordinator and a Horticulture and Small Acreage Agent. The County funds the salary and benefits for these three positions.
- Two (2) County funded support staff, based on availability of budgeted funds: the Douglas County Extension Program Assistant/Master Gardener Coordinator, and a 4-H Administrative Assistant. The County will fund the salary and benefits for these two positions.
- The County will also fund, and Extension will administer, up to two (2) non-student hourly summer/fair employees, based on availability of budgeted funds.

Indirect Costs (included in the \$55,000):

The County will appropriate and include in its Allocated Extension budget the following indirect costs:

- \$3500 for Extension to manage County operating and personnel funds, and
- \$4500 (\$3000 for the first state classified employee and \$1500 for each subsequent state classified employee) to hire and manage two support staff.

Facilities:

- County will provide adequate office facilities, including utilities, furnishings and equipment for Extension comparable to other County departments.
- County will provide the Douglas County Extension Program office with an internet connection, computer hardware and software per County specifications, back-up hardware and peripherals for use by staff and volunteers comparable to other County offices, as further set forth in Addendum 2, attached hereto and incorporated in this MOU and herein by this reference. Addendum 2 may be updated and replaced in part or in whole from time to time as necessary and by written agreement by the Parties. References to Addendum 2 herein shall include any subsequent updates and/or replacements as agreed to by the Parties.
- The County will fund hardware and software upgrades/replacements on a schedule like other County departments. Extension will advise the Douglas County Extension Program office in the purchase of new hardware and software and provide access to purchase CSU licensed software when applicable.
- Extension will be responsible for remote information technology (IT) support and assistance to Douglas County Extension Program and will host website, blog, social media and e-mail functions.

Fiscal Management:

- The County will provide appropriated funds to Extension for the staffing and operation of Extension office as described in Section 1 of the MOU.
- Upon invoice submitted to the County, a \$55,000 funds transfer will be made to Extension for operating, direct and indirect, costs on or after January 1, 2018 and on or after January 1st of each subsequent year of the amount appropriated for that fiscal year.
- All staff salaries will be invoiced quarterly at the beginning of each quarter to allow for adequate time to process payment before the end of each quarterly period. Reimbursement will be paid quarterly in advance for the quarter's staff salaries beginning on January 15th and the 15th of

each subsequent quarter. Each quarterly payment will be adjusted prior to payment to reflect the actual staff salary expenditures of the prior quarter. Documentation from Extension for invoicing shall include itemized detail to reflect salary and benefits for each staff member being reimbursed by the County, unless confidentiality reasons prohibit this.

Douglas County Extension Program Advisory Council:

Council membership will be representative of the County geographically. Members will represent their communities' needs and interests to Extension, provide input on program priorities and opportunities, advocate for Extension and connect the Douglas County Extension Program to their communities.

Addendum #2
Douglas County Asset Inventory for CSU Extension
January 2018

ACTION

916146	Dell	Optiplex 7010	Desktop PC
916126	Dell	Optiplex 7010	Desktop PC
916133	Dell	Optiplex 7010	Desktop PC
916118	Dell	Optiplex 7010	Desktop PC
916128	Dell	Optiplex 7010	Desktop PC
916124	Dell	Optiplex 7010	Desktop PC
916137	Dell	Optiplex 7010	Desktop PC
916139	Dell	Optiplex 7010	Desktop PC
916142	Dell	Optiplex 7010	Desktop PC
916122	Dell	Optiplex 7010	Desktop PC

Mary
Tina
Andie
Director
Claudia
Katie
Summer
Summer
Master
Master

Return to IT - Reserved Macbook

Return to IT - Using 8019039 - Dock Placed
Replace with County standard - Surface Pro (end January)

918792	Dell	P2214H	22" Monitor
918793	Dell	P2214H	22" Monitor
918786	Dell	P2214H	22" Monitor
918796	Dell	P2214H	22" Monitor
918795	Dell	P2214H	22" Monitor
918785	Dell	P2214H	22" Monitor
918782	Dell	P2214H	22" Monitor
918791	Dell	P2214H	22" Monitor
918783	Dell	P2214H	22" Monitor
918790	Dell	P2214H	22" Monitor
918797	Dell	P2214H	22" Monitor
918789	Dell	P2214H	22" Monitor

Tina
Summer
Summer
Mary
Mary
Claudia
Claudia

Katie
Andie
Master
Master
Director

Requested 2nd Monitor from IT (12/14/17) - Need to see if it will work. Has a "Vantasia" set up that may not accommodate dual monitors

920128	Hewlett Packard	M452dn	Laser Printer
920107	Hewlett Packard	M553dn	Laser Printer
920726	Hewlett Packard	M501dn	Laser Printer
J1196	Sharp	Leased Printer	
I1197	Sharp	Leased Printer	

Mary
Master
Admin
Main

Director

Remove leased (Carolyn Riggs has request) and ordered HP All in One - 12/14/17

506794	Hewlett Packard		Laptop
513761	Dell		Laptop
915217	Dell		Laptop
915142	Dell		Laptop
919025	HP	Elite Book 840 G3	Laptop

Horse
Public
Sign
Horse
Andie

IT to replace with something newer - end of January - Unable to locate 1/13/18 when on site
IT to replace with something newer - end of January. Would like workstation instead. Suggest using desktop being removed from one of the agents
IT to replace with something newer - end of January. Mary Jo go
Fairgrounds has possession and will retain
IT to replace with something newer - end of January
Transferred to Claudia. She needs to relinquish her desktop system. Stated she could have until end of February to transfer



www.douglas.co.us

MEETING DATE: March 20, 2018

STAFF PERSON RESPONSIBLE: Barbara Drake, Deputy County Manager

DESCRIPTION: Memorandum of Understanding Between Colorado State University Extension and the Board of County Commissioners of Douglas County.

SUMMARY: This Memorandum of Understanding replaces the last MOU signed in 1990 and the Supplemental MOU signed in 2008. The new MOU reflects the shift to all CSU staff at Extension, a change from the previous hybrid of county and state staff at CSU Extension. It also shifts the responsibility for the day-to-day management of funds for CSU Extension to CSU with the county retaining authority to review all expenditures as needed to validate the County's contribution to CSU Extension or conduct an audit. The new MOU adds an annual plan of work, including relevant performance measures summarized quarterly and an annual accomplishment report. The new MOU was developed by staff from County Administration, Facilities, County Attorney's Office, CSU state and local administration staff and with input from several local stakeholders knowledgeable of the CSU Extension Programs.

RECOMMENDED ACTION: Approve MOU with Colorado State University.

Review:

Doug DeBord	Completed	03/12/2018 5:04 PM
Legal Department	Completed	03/15/2018 9:54 AM
Finance Department	Completed	03/15/2018 2:09 PM
County Administration	Completed	03/15/2018 3:32 PM
Board of County Commissioners	Pending	03/20/2018 1:30 PM