

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COLORADO STATE UNIVERSITY EXTENSION**  
**AND SUMMIT COUNTY, COLORADO**

This Memorandum of Understanding is entered into as of the 1st day of January 2021, 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 "CSU", and the County of Summit, State of Colorado, hereinafter referred to as "County". CSU and the County may be referred to herein as the Parties.

**RECITALS**

**WHEREAS**, On February 16, 2005, County and CSU entered into a Memorandum of Understanding providing for a Cooperative Extension education program ("Extension Program") in Summit County; and

**WHEREAS**, The County terminated the 2005 Memorandum of Understanding effective on December 31, 2020 due to concerns with the management and ongoing operation of the Extension Program by CSU; and

**WHEREAS**, The Parties desire to enter into this new Memorandum of Understanding ("MOU") to allow the Extension Program to continue in Summit County as provided for herein and avoid termination of the Extension Program due to the ongoing concerns of the County; and

**WHEREAS**, The County desires to participate in the educational programs as authorized by the Smith-Lever Act, as amended, and other laws 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 Summit County; and

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

**WHEREAS**, The Extension Program will be developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners and shall include a strong emphasis on forest health, wildfire education, and forest management practices including but not limited to the Summit County chipping program, the Summit County Wildfire Council, and the wildfire mitigation grant programs; and

**WHEREAS**, CSU and County desire to enter into this new Memorandum of Understanding to more fully describe the nature of the programs, the desires and limited commitment of each Party, and the relationship of the Parties as described herein.

**NOW, THEREFORE,** the Parties agree to expend good faith efforts to conduct and support an Extension Program as provided for in the Recitals and the following terms and conditions.

## **AGREEMENT**

### **Section 1. County Obligations**

(a) To furnish suitable office space and pay the reasonable, essential costs of travel approved by the County for Extension Program business (in and out of the County), utilities, office expense, supplies and equipment needed in the conduct of Extension Programs in support of Summit County.

(b) To provide partial reimbursement to CSU for CSU's provision of one (1) Extension Program professional staff member ("Extension Agent") based on a salary-sharing formula developed and updated annually, approved by the Board of Governors of the Colorado State University System; provided, however, such partial reimbursement shall not exceed the sum of \$37,700 for calendar year 2021. Standard cost-of-living and other similar salary adjustments may occur in subsequent years unless otherwise agreed to by the Parties. Such CSU Extension Agent shall exclusively be an employee of CSU in all respects.

(c) To provide reasonably necessary and adequate clerical and secretarial and para-professional personnel hired and funded by the County, including all salary and benefits, standard cost-of-living and other similar salary adjustments may also be provided, subject to the sole discretion of the County.

(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 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 and retention procedure of the professional CSU Extension staff member for the County in accordance with Colorado State University Extension Personnel Policies and Procedures. CSU shall have the final determination as to the selection and retention of professional CSU staff.

### **Section 2. CSU Obligations**

(a) To work cooperatively and equitably across the state to ensure access to CSU 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 Programs.

(e) To provide by direct payment to the professional CSU Extension Agent the Extension Agent's total salary and other CSU employee benefits that includes any formula funded amount as described in 1 (b) and (c).

(f) To provide payment of all employee benefit costs for the Extension Agent or other CSU employees.

### **Section 3. CSU and County Mutual Obligations**

(a) To place in the County, and support in accord with this MOU, one (1) professional CSU Extension Agent and one (1) support staff as provided for herein.

(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) above. This MOU will in no way limit either party at their sole discretion from employing additional professional, paraprofessional, or administrative personnel in the County Extension Program Office at their own expense, subject to space availability.

(c) To notify the other party in writing at least thirty (30) 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.

### **Section 4. General Provisions**

(a) **Governmental Immunity**. The Parties are each relying on, and do not waive or intend to waive by any provision of this MOU, all monetary limitations or any other limitation, right, immunity, defense or protection otherwise available by law to CSU and the County, and their officers, representatives, agents and employees.

(b) **Indemnification**

(i) **Indemnification by CSU**. To the extent authorized by law, CSU will indemnify and defend the County, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury,

sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with this MOU, to the extent that such injury, loss, or damage is caused by:

(A) the negligence or intentional wrongful act of CSU, or any officer, employee, representative or agent of CSU; or

(B) CSU's breach of this MOU,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the County, its officers, employees, or agents, or the County's breach of this MOU. To the extent indemnification is required under this MOU, the CSU agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

(ii) Indemnification by County. To the extent authorized by law, the County will indemnify and defend CSU, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with this MOU, to the extent that such injury, loss, or damage is caused by:

(A) the negligence or intentional wrongful act of the County, or any officer, employee, representative or agent of the County; or

(B) the County's breach of this MOU,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the CSU, its officers, employees, or agents, or the CSU's breach of this MOU. To the extent indemnification is required under this MOU, the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

(c) Indemnity Survival. To the extent authorized by law, the obligation of a Party to indemnify and defend the other Party pursuant to this section will survive the termination of this MOU, and will continue to be enforceable thereafter until such obligations are fully performed.

- (d) Third Parties. This MOU does not confer upon or grant to any third party, including but not limited to any representative, agent or employee of either party, any right to claim damages or to bring suit, action, or other proceeding against either CSU or the County because of any breach of this MOU, or because of any of the terms, covenants, and conditions contained herein.
- (e) Amendment. This MOU may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this MOU is allowed.
- (f) Independent Contractors. In connection with this MOU each of the Parties acts as an independent contractor (and not an agent or employee of the other Party) without the right or authority to impose tort or contractual liability upon the other Party. Nothing in this MOU will be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or business or governmental entity of any kind.
- (g) Notice. Any and all notices required to be given to the parties by this MOU are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail message was received.

**(i) Notices to the County shall be addressed to:**

Scott Vargo  
Summit County Manager  
P.O. Box 68  
Breckenridge, CO 80424  
[Scott.Vargo@summitcountyco.gov](mailto:Scott.Vargo@summitcountyco.gov)

With a copy to:  
Jeffrey L. Huntley  
Summit County Attorney  
P.O. Box 68  
Breckenridge, CO 80424  
[Jeffrey.Huntley@summitcountyco.gov](mailto:Jeffrey.Huntley@summitcountyco.gov)

**(ii) Notices to CSU shall be addressed to:**

With a copy to:

Office of the General Counsel  
06 Campus Delivery  
Fort Collins, CO 80523-0006  
[contracts@colostate.edu](mailto:contracts@colostate.edu)

- (h) Entire Agreement. This MOU constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes any prior agreement or understanding relating thereto.
- (i) This MOU shall remain in full force and effect from year to year until terminated by either party at its sole discretion at any time by thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto executed this MOU as of the date indicated above.

**BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY**

By: \_\_\_\_\_  
Elisabeth Lawrence, Chair

ATTEST:

\_\_\_\_\_  
Deputy Clerk

**THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE BENEFIT OF CSU EXTENSION**

By: \_\_\_\_\_  
Blake Naughton  
Vice President for Engagement and Extension

ATTEST:

\_\_\_\_\_  
Dan Schroder  
Summit County Extension Director

APPROVED AS TO FORM

\_\_\_\_\_  
Brian Anderson, Esq.  
Assistant Legal Counsel  
Office of the General Counsel