

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the benefit of Engagement & Extension (“CSU” or “Extension”) and the Board of County Commissioners of Clear Creek, Colorado (“County”), (singularly “Party” and together the “Parties”).

RECITALS

WHEREAS, CSU is a public, land-grant university that offers educational programs and services through its Extension program, authorized under the Smith-Lever Act of 1914;

WHEREAS, CSU offers its Extension program to counties in Colorado by developing services tailored to the local needs and interests of such counties;

WHEREAS, County desires to participate in educational programs offered by CSU through CSU’s Extension educational programs;

WHEREAS, County and CSU mutually desire to enter into this MOU to promote educational programming and services to meet the local needs of the County through collaborative staff interaction; and

NOW THEREFORE, based on the mutual promises set forth herein, and for other good and valuable consideration, the Parties agree to the terms and conditions identified below.

AGREEMENT

Article I. Term, Termination, and Cost

1. **Term.** This MOU shall be effective upon the last date of signature (“Effective Date”) and shall expire five (5) years from the Effective Date, unless sooner terminated by either Party (“Term”). This MOU may be extended or renewed by mutual written consent of the Parties (“Renewal Term”). Any subsequent Renewal Term shall not exceed five (5) years.
2. **Termination of the MOU.** This MOU may be terminated by either Party prior to the expiration of the MOU upon sixty (60) days advanced written notice to the other Party.
3. **Cost.** The Parties agree that this is a no-cost MOU. Any costs or expenses as a result of the Responsibilities set forth hereunder shall be at the expense of initiating Party, unless otherwise mutually agreed upon in Addendum 1 of this MOU.

Article II. Extension Responsibilities; County Responsibilities

1. Extension Responsibilities

- a) *Staff.* Provide salary and benefits for Extension staff (faculty, administrative professional and/or state classified) as identified in Addendum 1, attached and incorporated herein. The

referenced employees listed in Addendum 1 shall be CSU employees, supervised by the CSU Extension County director, and will be subject to CSU personnel policies and procedures.

- b) *Extension hiring and employee selection.* Manage the selection process and ongoing training and management of Extension employees and program volunteers, including background and motor vehicle checks when applicable. Extension program volunteers will be CSU volunteers that engage in specific Extension program delivery components (i.e. 4-H Volunteers, Colorado Master Gardener Program Volunteers, Master Food Safety Program Volunteers, Colorado Beekeeping Mentorship Volunteer Program, etc.). Extension volunteers will be subject to CSU and Extension policies and procedures and any applicable program-specific policies and procedures.
- c) *Expertise.* Provide qualified specialists to train and assist Extension staff in the conduct of Extension educational and community-based programs. Place staff with appropriate subject matter expertise in the County region.
- d) *Leadership and administration.* Provide leadership and administration for the programs and supervision of Extension staff and volunteers. CSU will be responsible for Extension programs, volunteers, and personnel and will be managed by Extension according to CSU policies and procedures.
- e) *Personal property.* Extension agrees and understands that all office space, supplies, and equipment are property of the County unless otherwise noted in Addendum 1.
- f) *Support and services.*
 - i. Provide Extension staff with technical support and software, as requested and required, for CSU-provided computer software and related processes and products. Extension Information Technology shall oversee the support and maintenance of all Extension-owned information technology hardware and software.
 - ii. Provide internal, CSU campus rates for any transactions through CSU services centers for the benefit of the County for CSU Extension programs and services (i.e. Institute for Research in Social Sciences, the Center for Public Deliberation, etc.).
- g) *Cooperation.* Coordinate and cooperate with County leadership and non-Extension staff in key related areas such as fairs, parks, open space, forestry, facilities, youth initiatives, health and human services, and emergency management. Support Extension staff to fulfill their appropriate role in the County's emergency management plan and disaster preparation, including the completion of emergency management courses by Extension staff, if necessary and requested by the County.

2. **County Responsibilities**

- a) *Reimbursement.* Provide quarterly reimbursement to Extension the applicable amount of the professional staff (faculty, administrative professional and/or state classified) salary and benefit funding to CSU for CSU hired employees assigned to the CSU Extension County offices of the County and provide applicable funding adjustments as necessary by the CSU System including cost of living, position modification (based on educational degree), and annual merit increases,

as identified in Addendum 1. Faculty promotion increases are not the responsibility of the county.

- b) *County program staff.* Provide professional employee salary and benefit funding for additional assigned to the CSU Extension County Office that are hired and paid directly by the County, including any funding adjustments as necessary for County employees including cost of living and annual merit increases. County employees will be supervised by the CSU Extension County Director but will be subject to County personnel policies and procedures.
- c) *Administrative support.* Provide adequate administrative support to Extension or County staff based upon the needs of the Extension program.
- d) *Office space and general operating funding.* County shall furnish suitable office space and provide the essential costs of operating within the office space expense including furniture, maintenance, utilities, and internet service unless otherwise noted in Addendum 1. In addition, County shall provide general supplies, professional development funding, necessary equipment (including computers, copiers, printers) and information technology support services, as needed, to conduct Extension business and programs unless otherwise noted in Addendum 1. County Information Technology shall be responsible for maintaining and supporting all County-owned information technology hardware and software.
- e) *Vehicle use and travel expenses.* Provide vehicles and vehicle insurance for the use of Extension staff on Extension business with use according to current County policies and procedures unless otherwise noted in Addendum 1. If a vehicle is not available for Extension or business, the County agrees to cover mileage reimbursement for applicable employees.
- f) *Communication.* Provide CSU with documentation annually with approved or unapproved County budgets regarding Extension programs identified herein.
- g) *Hiring, selection, and review process.*
 - i. Participate in the selection process of all CSU Extension hired positions including the CSU Extension County Director, faculty, specialists, and/or program staff in accordance with CSU and Extension personnel policies and procedures.
 - ii. Manage the selection process of the County hired Extension Staff.
 - iii. Provide annual feedback on the performance of the CSU Extension County Director via the CSU performance review process, as well as overall office performance via electronic surveys.
 - iv. Notify the CSU Extension Regional Director of any performance concerns of the CSU Extension County Director.
 - v. County acknowledges and agrees that personnel decisions and personnel management of any CSU-hired employees or volunteers, including those related to assignments and/or placement of the CSU Extension County Director and other CSU-hired employees, are the responsibility and at the discretion of CSU Extension in accordance with CSU and Extension personnel policies and procedures.

h) *Training and support.*

- i. Provide the CSU Extension County Director and designee access to appropriate training facilities, financial, payroll, human resources (including County personnel policies, procedures, and/or handbooks), IT, and other systems necessary to administer the CSU Extension County office, as well as to authorize supervision of all Extension staff and overall management of the Extension unit.
- ii. Provide adequate emergency management training and communication avenues for all Extension staff as appropriate or necessary for the County. Ensure that any role defined for Extension is appropriate to the skills and abilities of the employees, and to provide adequate training and inclusion in emergency management meetings and drills, as well as related activities to be able to effectively carry out each role.
- iii. Select, train, and manage County volunteers in accordance with County policies and procedures. County volunteers may include, but will not be limited to, County advisory boards, fair volunteers, and county managed community gardens.

3. **Mutual Responsibilities:**

- a) The Parties acknowledge that the respective staff will work cooperatively across subject matter and geographic areas, in an appropriate and equitable manner, and provide residents with access to Extension education, programs and information.
- b) The Parties acknowledge that each is subject to the requirements and regulations of their respective governing bodies and that the respective actions of the Parties must conform to those requirements.
- c) Upon request, provide a requesting Party with data and program report numbers as related to the Extension County office within the County, including the budgets of Extension staff, and programs.
- d) Collaborate regarding the Extension County branding and marketing materials with respect to appropriate and equal use of each Parties logos to increase community awareness regarding the CSU Extension County programs and in recognition of the significant partnership investment of funding, time and public resources.
- e) Notify the other Party in writing at least sixty (60) days, or as soon as practicable, prior to any expected major change in the Extension County program which would affect the professional and administrative personnel or support of the Program (i.e. office relocation, funding decrease, increase or decrease in staffing).
- f) Establish clear and open communication channels to address information technology support requests efficiently. In the absence of County information technology support, Extension information technology will be the primary point of contact for information technology support in Extension and County to ensure continuity of service.
- g) The Parties recognize and acknowledge other agreements may 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 Extension program, including but not limited to agreements regarding facility and 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 any later date, unless specified herein. 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 Program.

Article III: Miscellaneous Terms and Conditions

1. **Independent Contractor.** For the purposes of this MOU and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to enter into an agreement, make any statements, representations, commitments of any kind, or to take any action which shall be binding upon the other Party.
2. **Marks and Logos.** The Parties grant each other a limited, royalty-free, fully paid license to use the other Party's marks and logos for marketing and branding materials identified herein. The Parties must obtain consent from the other before publication or distribution of the branded materials, which will not be unreasonably withheld. This limited license shall expire upon the termination or expiration of this MOU.
3. **Amendments.** This MOU may only be modified by prior mutual written consent of the Parties. Such modifications shall not retroactively alter the terms or conditions in such ways as to jeopardize the completion of existing Extension programs or activities.
4. **Non-Appropriation.** Extension acknowledges that County is a governmental entity, and the validity of this MOU is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Extension obligations under this Agreement, then this Agreement shall automatically terminate upon ninety (90) days written notice to Extension of the non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this MOU, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Nothing herein shall be construed as preventing County from procuring a similar product in order to meet its statutory obligations as a result of an emergency fiscal measure. Termination of this MOU due to non-appropriation of funds will not be considered a breach of contract.
5. **Notices.** Any notice required or permitted under this MOU must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Notices should be addressed as follows:

FOR CSU

Dezarai Brubaker
Senior Director, OEE Operations
1050 Campus Delivery
Colorado State University
Fort Collins, CO 80523-1050
Phone: (970) 491-6102
dezarai.brubaker@colostate.edu

With a copy to:

Office of the General Counsel
Attn: Contracting Services
06 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
contracts@colostate.edu

Kurt M. Jones
Mountain Regional Director
27900 CR 319
Colorado State University
Buena Vista, CO 81211
kurt.jones@colostate.edu
Phone: (970) 491-3841

FOR COUNTY

Colton Rohloff, County Manager
Clear Creek County
PO Box 2000
Georgetown, CO 80444
(303) 679-2495
crohloff@clearcreekcounty.us

With a copy to:

Peter A. Lichtman, County Attorney
PO Box 2000
Georgetown, CO 80444
Phone: (303) 679-2454
plichtman@clearcreekcounty.us

6. **Intellectual Property.** The research data, curriculum, and programs (“Work Product”) work created solely by Extension on County equipment, including county-provided computers and equipment, shall be considered CSU intellectual property. CSU grants to County a limited, royalty-free license to use the Work Product for the purposes identified herein. Such limited license shall expire upon the expiration or termination of this MOU. Upon expiration or termination of this MOU, County shall return or destroy all Work Product.
7. **Force Majeure.** Neither Party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, pandemics, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.
8. **Discrimination Prohibited.** The Parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Parties shall also abide by 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans.
9. **Limitation of Liability.** Both Parties shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing

contained in this Agreement shall be construed as an express or implied waiver by either Party of its governmental and sovereign immunities, as an express or implied acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the Parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado.

10. **Dispute Resolution.** The Parties agree that any dispute arising out of or relating to this MOU shall first be attempted to be resolved amongst the Parties. If the County has concern about any aspect of the CSU Extension County operation, the County must contact the CSU Extension Regional Director to initiate discussions and seek resolution. Issues and resolution may then escalate through the chain of command of either Party, as needed, for information, guidance, and resolution. If no resolution can be obtained amongst the Parties, the Parties may enter into mediation to resolve any such disputes. If resolution cannot be obtained after mediation, a Party may enter into a cause of action in a court of competent jurisdiction set forth in this MOU.
11. **Governing Law and Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU. All suits or actions related to this MOU shall be filed and proceedings held in the exclusive venue of the district court of Larimer County, Colorado. CSU does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this MOU or incorporated herein by reference shall be null and void.
12. **Signature Authority.** By executing and/or accepting this MOU, both Parties certify to the other that those signing this MOU have the authorized signature authority to bind their respective organizations to the terms and conditions of this MOU.
13. **Entire Agreement.** This MOU, and any Addenda attached and incorporated herein, represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. This MOU may be executed in multiple counterparts through updated Addenda; all counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. In the event of a conflict of terms or conditions between this MOU and any subsequent Addenda, the terms and conditions of this MOU shall control.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties hereby execute this MOU upon the duly authorized signatures and dates below.

COUNTY

Board of County Commissioners
of Clear Creek County, Colorado

ATTEST:

By: _____
Name: Rebecca Lloyd
Title: Chair

Deputy Clerk and Recorder
for Brenda L. Corbett
Clear Creek County Clerk and Recorder

Date: January 20, 2026

Approved as to form:

Peter A. Lichtman
County Attorney

**THE BOARD OF GOVERNORS OF THE COLORADO
STATE UNIVERSITY SYSTEM, ACTING BY AND
THROUGH COLORADO STATE UNIVERSITY**

By: _____
James Pritchett
Vice President for Engagement & Extension

Date: _____

LEGAL REVIEW

By: _____
Brian Anderson, Esq.
Assistant Legal Counsel
Office of the General Counsel
Colorado State University System
Special Assistant Attorney General

ADDENDUM 1

Operational Supplement

This Operational Supplement will be reviewed annually by the Parties and may be updated and replaced in part or in whole as necessary upon written consent by the Extension Regional Director and the County Liaison. Current base Extension staffing as of the adopted by the County and CSU effective 01/20/2026 upon fully executed signature dates:

Section 1: Extension Staffing

Base staffing includes funding for the following full-time equivalent positions:

Position Title and FTE	Funding Type	Current Total Annual Salary	Current Total Annual Benefit Package	County Percentage - Annual Salary & Benefits	CSU Percentage - Annual Salary & Benefits	Employee of
<i>Director (currently vacant)</i>	Split	TBD	TBD	Formula rate (\$17,085 CY 2026)	Remainder	CSU

Position Funding Types:

- **CSU Extension Faculty-Split Funded:** Extension faculty may be funded by a split position. These individuals are employees of CSU Extension and are subject to merit, cost of living, promotion and position modification (based on educational degree) salary increases. A percentage split of salary is determined and agreed upon by both Parties and applies to both the annual salary amount, as well as the associated benefits.
- **CSU Extension Faculty-County Funded:** Extension faculty may be funded 100% by the county. These individuals are employees of CSU Extension and are subject to merit, cost of living, promotion and position modification (based on educational degree) salary increases.
- **Program Staff:** These employees may be hired by CSU or the County. County has the option of approving additional professional-level positions to support the provision of CSU Extension services in their community in addition to Extension Faculty. For these positions, the County will fully fund the salary and benefits, which are subject to annual merit and cost of living increases.
- **Support Staff:** County has the option of approving support staff positions to support the provision of CSU Extension services in their community. For these positions, the County will fully fund the salary and benefits, which are subject to annual merit and cost of living increases. These employees may be hired by CSU or the County.
- **Temp Staff or Soft Funded:** Employees funded through one-time funds, grants, fee-for-service revenue, or other non-County General Fund or CSU sources.

The County Liaison will notify the Extension Regional Director in writing as soon as possible if any changes to the above staffing plan are necessary including any funding commitment changes (i.e., soft funds). The CSU Extension County Director will work with CSU Extension and County Human Resources to best determine if the County or CSU Extension will employ the position. The CSU Extension County Director will abide by the appropriate policies and processes of the designated hiring agency.

CSU Extension may also propose additional fully Extension-funded, grant or contract employees to deliver or support the delivery of Extension Programs through County Extension or to be housed in the County Extension Office. Any such addition will be subject to the approval of the County and shall not be funded by the County General Fund.

Through collaboration and sharing of expertise among Extension staff within the Extension Region and across the state, county Extension offices can receive and/or provide additional programming in multiple Extension program areas, including Food Systems, Agriculture, Natural Resources, Health & Wellbeing, Community & Economic Development, Horticulture, and 4-H Youth Development. Some qualifying counties may also be selected for campus-based grant-funded research or program opportunities such as the Expanded Food and Nutrition Education Program (EFNEP). Supplemental programs may be delivered virtually or in-person, depending on the proximity and availability of staff in the county Extension office offering the program.

Section 2: Adjustments to Office Space and General Operating Funding Commitments.

- No adjustments

Section 3: Adjustments to Vehicle Use and Travel Expense Commitments.

County authorizes Extension staff to use “fleet” vehicles for official travel in accordance with county vehicle use policies. If fleet vehicles are not available, employee’s personal vehicle shall be used with mileage reimbursement provided by county.

Section 4: Adjustments to Personnel Supervision.

None

Section 5: Operations.

- CSU Extension personnel will follow local County holiday schedules, inclement weather policies and other County facility policies for public health or otherwise.
- Travel will be limited within the County, State and/or CSU campuses where the programming, training or professional development directly and positively impacts the residents of the County.
- CSU and County agree to annually review strategic direction, work plans, performance measures and/or program impacts with the County liaison and/or Board of Commissioners

Section 6: Fiscal Management.

- The CSU Extension County Director will develop an annual budget for the County Extension Office consistent with other County divisions. The County will provide appropriated funds as described in Section 1 of the MOU subject to annual appropriation by the BOCC.
- Upon quarterly invoice submitted to the County by CSU Extension, a funds transfer will be made to CSU Extension for estimated CSU employee wages for that upcoming quarter as described below:

- i. All employee 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.
- ii. Reimbursement will be paid quarterly in advance for the next quarter's employee salaries.
- iii. Each quarterly payment will be adjusted prior to payment to reflect the actual employee salary expenditures of the prior quarter.
- iv. Documentation from CSU Extension for invoicing shall include itemized detail to reflect salary and benefits for each employee being reimbursed by the County.
- CSU Extension will maintain a non-appropriated account on campus, to collect and administer funding and expenses from and for events, fee for service, and other specific Extension related activities. This account is the property of the university, though will only be used to provide funding back to Extension programs within the County. This account balance will carry forward from year-to-year, provided that a plan for utilizing funds in that account is approved by the County and CSU. This account is managed by the CSU Extension County Director.

This Operational Supplement shall remain in full force and effect until mutually updated by the Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Addendum upon the duly authorized signatures of the representatives to each Party.

COUNTY

By: _____
 Name: Colton Rohloff
 Title: County Manager

Date: _____

CSU EXTENSION REGIONAL DIRECTOR

By: _____
 Name: Kurt M. Jones
 Title: Mountain Region Director

Date: _____

CSU EXTENSION COUNTY DIRECTOR

By: N/A _____
 Name: Vacant
 Title: County Extension Director

Date: 01/07/2026

CSU OFFICE OF ENGAGEMENT BUSINESS OFFICER

By: _____
Name: Dezarai Brubaker
Title: Senior Director, OEE Operations

Date: _____