

MASTER INTERGOVERNMENTAL AGREEMENT
Colorado State University Extension
and
Boulder County, Colorado

This master Intergovernmental Agreement (“IGA”) is entered into this 5th day of June, 2024, by and between The Board of Governors of the Colorado State University System (“BOG”), acting by and through Colorado State University (“CSU”), for the benefit of Colorado State University Extension, hereinafter referred to as “Extension” and the Board of County Commissioners (“BOCC”) of the County of Boulder, a body corporate and politic of the State of Colorado, hereinafter referred to as the “County.” Extension and the County shall be referred to individually as a “Party” and collectively as the “Parties.”

History:

Congress passed the Morrill Act in 1862 establishing the Land Grant University System. The territory of Colorado and later the State of Colorado (the “State”), recognized 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, pursuant to Section 18 of Article XIV of the Colorado Constitution and CRS §§ 29-1-101, Colorado governments are authorized to cooperate and contract with each other through intergovernmental agreements to provide any function or service authorized to each of the cooperating entities; and

WHEREAS, the County desires to continue its long-standing partnership with Extension and 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 “Programs”) are developed and delivered in response to local needs and interests as identified by County hired staff, as well as CSU-hired staff (referred to collectively and generally herein as “Extension staff”) through interaction with and input from the community, a locally representative County Extension Advisory Board and the County’s BOCC; and

WHEREAS, on January 19, 2022, Extension and the County entered into an Memorandum of Understanding (MOU) in which they agreed to expend their best efforts to conduct and support a cooperative Extension program according to the terms and conditions contained therein; and,

WHEREAS, Extension and the County desire to enter into this new IGA as a master document to set out the nature of the Program and the relationship of the Parties. This IGA supersedes and replaces any previous IGA or MOU in place with the County and Extension and remains in place until either Party terminates the relationship, or a new master document is agreed upon by both Parties.

WHEREAS, Addendum 1, *Operational Supplement*, will be reviewed annually and may be updated and replaced in part or in whole as necessary and by written agreement by the Extension Regional Director and the County Liaison.

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

Section 1. County Agrees:

- a) *CSU Faculty and Program Staff*: To provide, by quarterly reimbursement to Extension, in accordance with Addendum 1, *Operational Supplement*, 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 County Extension Offices and provide applicable funding adjustments as necessary by the CSU System including cost of living, promotion, and annual merit increases. These are employees of CSU, supervised by the County Extension Director, and are subject to CSU and Extension personnel policies and procedures.
- b) *Administrative Support*: To provide necessary and adequate administrative support, as determined by the County, based upon the needs of the Extension Program.
- c) *County Program Staff*: To provide, in accordance with Addendum 1, *Operational Supplement*, the applicable amount of the professional staff salary and benefit funding for additional employees assigned to the County Extension Offices who are hired and paid directly by the County. To provide applicable funding adjustments as necessary for County employees including cost of living and annual merit increases. County authorizes that these County employees are supervised by the Extension Director, though are subject to County personnel policies and procedures.
- d) *Office Space and General Operating Funding*: The 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, *Operational Supplement*. In addition, the 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 in the County unless otherwise noted in Addendum 1, *Operational Supplement*.
- e) *Vehicle Use and Travel Expenses*: To provide vehicles and vehicle insurance for the use of Extension staff on Extension or County business with use according to current County policies and procedures unless otherwise noted in Addendum 1, *Operational Supplement*. If a vehicle is not available for Extension or County business, then County agrees to cover milage reimbursement for applicable employees.
- f) *Communication*: To relay requested documents to Extension annually regarding the County's approved budget to address items (a), (b), (c), (d), and (e) above.

g) *Hiring, Selection and Review Process:*

- i) To participate in the selection process of the CSU County Director and have the option to participate in all CSU Extension-hired positions including county director, faculty, specialists, and/or program staff in accordance with CSU and Extension personnel policies and procedures.
- ii) To manage the selection process of the County hired Extension staff.
- iii) To annually provide feedback on performance of the County Extension Director via the CSU performance review process, as well as overall office performance via electronic surveys.
- iv) To notify the Extension Regional Director of any performance concerns of the County Extension Director, in accordance with Section 1.i) and Section 3.c).

h) *Training and Support:*

- i) To provide the County Extension 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 County Extension Office, as well as to authorize supervision of Extension staff and overall management of the County Extension unit.
- ii) To 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 staff, 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 their expected role.

- i) *Personnel Management:* The County acknowledges and agrees that personnel decisions and personnel management of CSU employees, including those related to assignments and/or placement of the County Extension Director and CSU-hired staff, are the responsibility of, and at the discretion of, CSU Extension in accordance with Extension personnel policies and procedures. The County may request the disciplining or removal of the County Extension Director and/or other CSU-hired positions by presenting specific evidence of substantial personnel issues that would warrant discipline or termination under the Boulder County Personnel and Policy Manual.

- j) *County Volunteers:* To select, manage, train, and oversee County volunteers, including Community Garden volunteers, County Extension Advisory Board members, and specific County-function volunteers for the County Fair and other events. County risk management policies and procedures are followed in the use of County volunteers in accordance with Boulder County Policies and Procedures.

Section 2. Extension Agrees:

- a) *CSU Staff:* To provide salary and benefits, in accordance with Addendum 1, *Operational Supplement*, the applicable amount of the professional staff (faculty, administrative professional and/or state classified) salary and benefit funding. These are employees of CSU, supervised by the County Extension Director, and are subject to CSU and Extension personnel policies and procedures.
- b) *CSU Hiring and Staff Selection:* To manage the selection process and ongoing training and management of CSU staff and program volunteers, including background checks. Program volunteers are defined as CSU volunteers who are engaged in specific Extension program delivery components, such as 4-H volunteers, Colorado Master Gardener program volunteers, Master Food Safety program volunteers, Colorado Beekeeping Mentorship volunteer program, etc. Program volunteers are the responsibility of CSU Extension and are selected, trained, background checked and managed in accordance with CSU Extension policies and procedures and applicable program-specific policies and procedures.

- c) *Expertise:*
 - i) To place additional Extension 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.
 - ii) To provide qualified State and regional specialists that are available to train and assist Extension staff in the conduct of Extension educational and community-based programs.
- d) *Leadership and Administration:* To provide leadership and administration for the programs and all Extension staff. Extension programs and personnel are the responsibility of Extension and are managed by Extension according to CSU policies and procedures.
- e) *Intellectual Property:* The work product (ie University created programs, research, data, etc) created solely by Extension on County equipment, including County-provided computers, shall also be considered Extension property but can be shared with the County for any purpose agreeable by both Parties.
- f) *Support and Services:*
 - i) To provide Extension staff with technical support and software, as requested and required, for CSU-provided computer software and related processes and products.
 - ii) To provide internal, on-campus rates for any transactions through the CSU services centers for the benefit of the County Extension Office. CSU service centers are the 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 Social Sciences (IRISS), the Center for Public Deliberation, etc.
- g) *Cooperation:* To coordinate and cooperate with County leadership and non-Extension staff in key related areas, including but not limited to county fair, parks, open space and forestry, facilities, youth initiatives, health and human services, and 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, as desired by the County, that Extension personnel complete FEMA emergency management courses ICA 100 and ICA 700 and receive a certificate of completion to build knowledge and abilities regarding emergency management.

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 support each other and gain efficiencies as appropriate.
- b) CSU Extension program and personnel, policies and procedures will be followed in the standardized implementation of CSU Extension programs and the overall representation of Extension to the community. County policies and procedures will be followed regarding County matters including but not limited to County personnel, facility and property use, procurement, fiscal, fleet services, risk management, internet use/connectivity, county events and activities, as well as overall representation of the County (customer service, transparency, reputation standards, etc.) to the community. 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) If either Extension or the County has concerns about any aspect of the County Extension operation, including personnel issues, they will contact the Extension Regional Director to initiate discussions and seek resolution. Issues and resolution may also escalate through the chain of command of either Party, as needed, for information, guidance, and resolution.
- d) To provide the opposite Party with data and program report numbers as requested as it relates to the County Extension Office, the Extension Staff, budget, and the Programs.
- e) The Parties recognize that both CSU Extension and the County provide funding in support of Extension staff, programming and operations. Further, CSU Extension and the County understand the value of community recognition of sponsored events. Therefore, the Parties agree to collaborate regarding the County Extension branding and marketing materials with respect to appropriate and equal use of each Parties logos (including size and placement) to increase community awareness regarding the County Extension Programs and in recognition of the significant partnership investment of funding, time, and public resources.
- f) To notify the other Party in writing at least sixty (60) days prior to any expected major change in the County Extension Program (office relocation, funding decrease, increase or decrease in staffing) which would affect the professional and administrative 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 Program, including but not limited to agreements regarding facility and property use and fair roles and responsibilities. Nothing in this IGA is intended to supersede, modify, or otherwise affect any agreement in place at the time of execution of this IGA or any later date, unless specified herein. The Parties agree to expend their best efforts to carry out the provisions of this IGA in harmony with the provisions of any such other agreement which may be entered into by the Parties and affecting the 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, creed, national origin, sex (including transgender status), sexual orientation, religion, age, or disability. Additionally, offices must operate in compliance with Colorado Revised Statute 24-34-401 et seq. to not discriminate in any form based on disability, race, creed, color, sex, sexual orientation (including transgender status), religion, age, national origin, or ancestry, or in certain circumstances, marriage to a coworker.

Section 4.

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

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

- i) Indemnification by CSU. Intentionally left blank.
 - ii) Indemnification by the County. Intentionally left blank.
- c) *Indemnity Survival*: Intentionally left blank.
- d) *Third Parties*: This IGA 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 IGA, or because of any of the terms, covenants, and conditions contained herein.
- e) *Amendment*: This IGA may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this IGA is allowed. Addendum A, Operational Supplement, may be updated, as needed, by the Extension Regional Director and County Liaison to reflect current operating conditions.
- f) *Independent Contractors*: In connection with this IGA 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 IGA 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*: The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified registered mail to such Party's designated representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent to the email addresses set forth below. Either Party may from time-to-time designate substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

FOR CSU

Dezarai Brubaker
Assistant Vice President of OEE Operations
1050 Campus Delivery
Fort Collins, CO 80523-1050
Dezarai.Brubaker@colostate.edu

With a copy sent to:

Office of the General Counsel
06 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
Contracts@colostate.edu

FOR THE COUNTY

Therese Glowacki, Director
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503
tglowacki@bouldercounty.gov

With a copy sent to:

Office of the County Attorney
P.O. Box 471
Boulder, CO 80306
countyattorney@bouldercounty.gov


IN WITNESS WHEREOF, the undersigned execute this Agreement upon the signatures and dates below.

**BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY, COLORADO**

Ashley Stolzmann
Chair
Astolzmann@bouldercounty.gov

Date

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



[James Pritchett \(Jun 6, 2024 11:22 MDT\)](#)
James Pritchett
OEE Vice President
Director, CSU Extension

Jun 6, 2024
Date

Kerri Rollins

Kerri Rollins
Front Range Regional Director
CSU Extension

Jun 6, 2024
Date

LEGAL REVIEW

Brian Anderson

[Brian Anderson \(Jun 5, 2024 17:10 MDT\)](#)
Office of General Counsel
Colorado State University

Jun 5, 2024
Date

OPERATIONAL SUPPLEMENT

to the INTERGOVERNMENTAL AGREEMENT between
Colorado State University Extension and Boulder County, Colorado

This *Operational Supplement* will be reviewed annually and may be updated and replaced in part or in whole as necessary and by written agreement by the Extension Regional Director and the County Liaison. Current base Extension staffing as of the adopted by the County and CSU effective June 1, 2024:

Section 1: Extension Staffing

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

Position Title	Funding Type	Current CSU Portion of Annual Salary & Benefits	Current County Portion of Annual Salary & Benefits	Employee of
<i>County Director</i>	Split	80%	20%	CSU
<i>County Specialist, Community Health</i>	Split	80%	20%	CSU
<i>County Specialist, 4-H & Outreach</i>	Split	0%	100%	CSU
<i>County Specialist, 4-H & Livestock</i>	Split	70%	30%	CSU
<i>County Specialist, Agriculture</i>	Split	0%	100%	CSU
<i>County Specialist, Commercial Hort</i>	Split	80%	20%	CSU
<i>Natural Resources/Small Acreage Mgt</i>	County	0%	100%	County
<i>Hort (Home)/Master Gardener Coord</i>	County	0%	100%	County
<i>Hort Program Assistant (.6FTE)</i>	County	0%	100%	County
<i>Community Garden Mgr/Resource Specialist</i>	County	0%	100%	County
<i>Office Manager</i>	County	0%	100%	County
<i>Administrative Assistant III</i>	County	0%	100%	County
<i>4-H Administrative Assistant Tech</i>	County	0%	100%	County

Position Funding Types:

- **Split Position (CSU Extension Faculty):** Extension faculty may be funded by a split position. These individuals are employees of CSU Extension and are subject to merit, cost of living and promotional faculty 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.
- **Professional Staff (County Funded):** County has opted to have 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.
- **Program Coordinator Staff:** This staff 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. This staff may be hired by CSU or the County.

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

County Extension Office Director will work with CSU Extension and County Human Resources to best determine if the position will be employed by County or CSU Extension. The County Extension 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.

Section 2: Adjustments to Office Space and General Operating Funding (1b) Commitments:

- CSU Extension currently utilizes office space for a State Specialist for Agriculture Specialty Crops in a Boulder County facility for the rent of \$300/month which is credited to the quarterly invoice as agreed upon and documented in a separate agreement.

Section 3: Adjustments to Vehicle Use and Travel Expense (1c) Commitments:

- All Extension staff have access to Parks & Open Space vehicles via a reservation system and are permitted to drive those vehicles according to Boulder County policies and procedures.

Section 4: Adjustments to Personnel Supervision

- CSU personnel can supervise County employees according to Boulder County policies and procedures.
 - To ensure the County Extension Director and any other CSU-hired staff who supervise, or direct County-hired staff are trained on and follow the Boulder County Personnel and Policy Manual and Procedures Manual in their supervision of County-hired staff.
 - To ensure the County Extension Director and any other CSU-hired staff who supervise, or direct County-hired staff take Introduction to Boulder County Policies and Progressive Discipline, which are county-offered classes required of all county supervisors.
- As specific County-funded, County-hired positions are vacated they can be evaluated for consideration to re-hire as County-funded, CSU-hired Faculty positions based on job duties and similarities to other CSU Faculty Specialist positions.

Section 5: Operations

- CSU Extension personnel will follow Boulder County Employment Conditions & Requirement policies as applicable to items such as local county holiday schedules, inclement weather, remote work, etc. policies and other county facility policies for public health or otherwise.
- 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 Director of the County Extension Office 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 IGA 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 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.
 - ii. Reimbursement will be paid quarterly in advance for the next quarter's staff salaries.
 - iii. Each quarterly payment will be adjusted prior to payment to reflect the actual staff salary expenditures of the prior quarter.

iv. Documentation from CSU Extension for invoicing shall include itemized detail to reflect salary and benefits for each staff member being reimbursed by the County.

- Boulder County may provide Boulder County issued P-Cards to CSU employees subject to Boulder County fiscal policy and applicable training.
- Boulder County does not provide for a restricted cash account in the Extension Office.

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

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

BOULDER COUNTY, COLORADO

Therese Glowacki

July 9, 2024

Therese Glowacki
Director, Parks and Open Space

Date

FOR COLORADO STATE UNIVERSITY EXTENSION

Kerri Rollins

Jun 6, 2024

Kerri Rollins
Front Range Regional Director

Date

N/A

County Extension Director (VACANT)
CSU Extension Boulder County

Date

Dezarai Brubaker

Jun 6, 2024

Dezarai Brubaker (Jun 6, 2024 08:59 MDT)

Dezarai Brubaker
Interim Assistant Vice President
OEE Operations

Date