

**MEMORANDUM OF UNDERSTANDING
BETWEEN COLORADO STATE UNIVERSITY AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
OF COOPERATIVE EXTENSION WORK IN AGRICULTURE,
HOME ECONOMICS, 4-H YOUTH AND COMMUNITY RESOURCE DEVELOPMENT**

WHEREAS Colorado State University has under its control Federal and State funds for Extension work in agriculture, home economics, 4-H and youth, and community resource development which are and may be supplemented by funds contributed for similar purposes by counties and other organizations and individuals within said State, and the United States Department of Agriculture has funds appropriated directly to it by Congress which can be spent for extension work in the State of Colorado;

THEREFORE, with a view to securing economy and efficiency in the conduct of extension work in the State of Colorado the President of the Colorado State University acting subject to the approval of the State Board of Agriculture of the said Colorado State University and the Secretary of Agriculture of the United States, hereby execute the following memorandum of understanding with reference to cooperative relations between said Colorado State University and the United States Department of Agriculture for the organization and conduct of extension work in agriculture, home economics, 4-H and youth, and community resource development in the State of Colorado.

I. The Colorado State University agrees:

- (a) To organize and maintain at said institution a definite and distinct administrative division for the management and conduct of all cooperative extension work in agriculture, home economics, 4-H and youth and community resource development, with a director selected by the institution and satisfactory to the Department;
- (b) To administer through such division thus organized, known as the Cooperative Extension Service, any and all funds it has or may hereafter receive for such work from appropriations made by Congress or the State Legislature, by allotment from the State Board of Agriculture or from any other sources;
- (c) To accept the responsibility for conducting all educational work in the fields of agriculture, home economics, 4-H and youth, and community resource development and subjects related thereto as authorized by the Smith-Lever Act as amended and other Acts supporting cooperative extension work, and such phases of other programs of the Department as are primarily educational, which the Department has been authorized to carry on within the State.

II. The United States Department of Agriculture agrees:

- (a) To maintain in the Department of Federal Extension Service which, under the direction of the Secretary, (1) shall be charged with administration of the Smith-Lever Act as amended and other Acts supporting cooperative extension work insofar as such administration is vested in the Department; (2) shall have the primary responsibility for and leadership in all educational programs under the jurisdiction of the

Department (except the graduate school); (3) shall be responsible for coordination of all educational phases of other programs of the Department, except the graduate school; and (4) shall act as the liaison between the Department and officials of the Land-Grant Colleges and Universities on all matters relating to cooperative extension work in agriculture, home economics, 4-H and youth, and community resource development and educational activities relating thereto.

- (b) To conduct through Colorado State University all extension work in agriculture, home economics, 4-H and youth, and community resource development and subjects relating thereto authorized by Congress to be carried on within the State except those activities which by mutual agreement it is determined can most appropriately and effectively be carried out directly by the Department.

III. The Colorado State University and the United States Department of Agriculture mutually agree:

- (a) That, subject to the approval of the President of the Colorado State University and the Secretary of Agriculture, or their duly appointed representatives, all cooperative extension work in agriculture, home economics, 4-H and youth, and community resource development in the State of Colorado involving the use of Federal funds shall be planned under the joint supervision of the Director of Cooperative Extension Service of Colorado State University and the Administrator of the Federal Extension Service; and that approved plans for such cooperative extension work in the State of Colorado shall be carried out through the Cooperative Extension Service of Colorado State University in accordance with the terms of the project agreement between Cooperative Extension Service, United States Department of Agriculture and Cooperative Extension Service of Colorado State University.
- (b) That all State and county personnel appointed by the Department as cooperative agents for extension work in agriculture, home economics, 4-H and youth, and community resource development in the State of Colorado shall be joint representatives of the Colorado State University and the United States Department of Agriculture, unless otherwise expressly provided in the project agreement.
- (c) That the cooperation between the Colorado State University and the United States Department of Agriculture shall be plainly set forth in all publications or other printed matter issued and used in connection with said cooperative extension work by either the Colorado State University or the United States Department of Agriculture.
- (d) The annual plans of work for the use of Smith-Lever and other Federal funds in support of cooperative extension work shall be made by the Cooperative Extension Service of the State of Colorado and shall be subject to the approval of the Secretary of Agriculture in accordance with the terms of the Smith-Lever Act as amended or other applicable laws, and when so approved shall be carried out by the Cooperative Extension Service of the said State of Colorado.

IV. The Colorado State University and the United States Department of Agriculture further mutually agree:

- (a) That the Department of Agriculture shall make final determination on any proposed supplementary memoranda of understanding or similar documents, including those with other agencies, affecting the conduct of cooperative extension work only after consultation with appropriate designated representatives of the Land-Grant Colleges and Universities.
- (b) That the Colorado State University will make arrangements affecting the conduct of cooperative extension work with agencies of the Department or between State Cooperative Extension Services and agencies of the Department, shall be within the framework of, and consistent with the intent and purpose of, this memorandum of understanding.
- (c) That all memoranda and similar documents hereafter executed affecting cooperative extension work, whether between agencies of the Department or between State Cooperative Extension Services and agencies of the Department, shall be within the framework of, and consistent with the intent and purpose of, this memorandum of understanding.
- (d) That all memoranda and agreements affecting policies in cooperative extension work shall be reviewed periodically by appropriately designated representatives of the Land-Grant Colleges and Universities and the Secretary of Agriculture for the purpose of determining whether modification is necessary or desirable to meet more effectively current developments and program needs.

V. This memoranda shall take effect when it is approved by the President of Colorado State University and the Secretary of Agriculture of the United States, and shall remain in force until it is expressly abrogated in writing by either one of the signers or his successor in office. The agreement executed August 9, 1970, shall be deemed abrogated upon the effective date hereof.

COLORADO STATE UNIVERSITY

DATE September 18, 1975

BY Signed/A. R. Chamberlain
President

UNITED STATES DEPARTMENT OF
AGRICULTURE

DATE March 4, 1975

BY Signed/Earl L. Butz
Secretary

**PROJECT AGREEMENT
BETWEEN EXTENSION SERVICE – USDA AND
COOPERATIVE EXTENSION SERVICE, STATE OF COLORADO**

I. AUTHORITY:

The authority for the conduct of Cooperative Extension work in Colorado is provided in the Memorandum of Understanding between Colorado State University (then the Colorado Agricultural and Mechanical College) and the United States Department of Agriculture effective August 30, 1914, and revised March 4, 1976; and the provisions of the Smith-Lever Act of May 8, 1914, as amended and incorporated into one section (the 1953 Consolidated Act {P.L. 83} and the 1955 and 1962 amendments), effective as of October 5, 1962; and the Agricultural Marketing Act of 1946, R.M.A., Title II, P.L. 733, 79th Congress, together with the Memorandum of Understanding dated June 22, 1953, between Colorado State University and the Agricultural Marketing Service of the United States Department of Agriculture; and state laws as follows: Sections 23-32-112 through 115, Colorado Revised Statutes, 1973.

II. ORGANIZATION:

Colorado State University Cooperative Extension is the branch of the University which conducts educational programs and services off-campus and provides the youth and adults of the state with problem-solving assistance from their land-grant University.

The director of the Colorado State University Cooperative Extension is administratively responsible to the President of the University. University organizational plans for the future call for a position of Vice President for Research and Public Service to be established when funding is authorized. Should the position be established, plans call for the Extension Service to report administratively to it. State and regional subject matter specialists are integrated into the academic departments of the University and are administratively responsible to the departments. Assistant Extension Directors serve in administrative liaison between the academic colleges and the Office of Director of Extension. Cooperative Extension personnel in the University Office of University Public Relations operate under the funds provided that office by Cooperative Extension. District Directors and Regional Administrators supervise the field staff.

A document entitled “Guidelines and Policy Framework for Integration of Extension Specialists into Academic Departments” drawn by the director of Extension, and Academic Deans and Department Heads with Extension Specialists, has been in effect since July 1, 1972. It specifies the duties and responsibilities of the Director of Cooperative Extension in regard to the performance of the Extension function within the departments and describes the regulations and procedural guidelines which must be followed by the departments in regard to the Federal regulations in personnel, fiscal matters, plans of work, and reports required in the conduct of Cooperative Extension work, including compliance with the CSU Extension Equal Opportunity Program and Affirmative Action Program.

The Cooperative Extension Service staffing consists of personnel in (1) The Office of the Director, (2) Community and Resource Development, (3) Agricultural Development, (4) Human Development, (5) Office of University Public Relations, and (6) the County/Area

field staff, including Farm Management field work, Irrigation Engineering, Regional Development, and Family Action Center.

The Environmental Protection Agency, Region VIII, and the Extension Service executed a Memorandum of Understanding, effective December 18, 1972, in furtherance of the objectives set forth in the June 14, 1972, Memorandum of Agreement between the United States Department of Agriculture Extension Service and the United States Environmental Protection Agency.

A State Extension Advisory Council, whose membership represents every geographical area in the state and a mix of rural-urban and economic interests, functions as the statewide advisory arm to the Office of the Director of Extension in program guidance and direction.

III. PROJECT WORK AREAS:

A. Agricultural Development

The basic objective is to provide educational experiences that will improve the efficiency income and quality in agricultural production, marketing and management, and enhance understanding and implementation of conservation, management and multiple uses of the state's natural resources.

B. Human Development

The basic objective is to provide educational experiences that will help the citizens of the state achieve and maintain a desirable standard and quality of living; to provide educational experiences that will stimulate development and capabilities of Colorado youth as responsible citizens and as productive members of society; and to improve the diets of low-income and disadvantaged people.

C. Community and Resource Development

The basic objective is to provide educational experiences that will help people achieve the optimum development and use of their natural, physical and human resources within their communities and in the state; and to impartially assist local people in coming to decisions regarding questions of public policy.

IV. ADMINISTRATIVE PROCEDURES

A. The State Cooperative Extension Director will provide the Administrator, ES:

1. A statistical annual plan of work and statistical report of work accomplished.
2. An annual budget and revision thereof, if necessary, showing the total financial support to carry out the Cooperative Extension program in the future.

3. Prior to January 1 of each year, a financial report of all expenditures incurred in the support of the State Cooperative Extension program for the previous year on forms provided by the Administrator, ES.
 4. Reports as requested in compliance with the Civil Rights Act.
- B. Equipment acquired, as well as the products resulting from expenditures of federal and offset funds, or proceeds from the disposition of such equipment or products, will remain the property of the State Extension Service for use in furtherance of Cooperative Extension work.
- C. Personnel employed under this agreement will be:
1. Under the administrative leadership of the Director of Cooperative Extension or his/her designated representative.
 2. Subject to the leave regulations of the Colorado Cooperative Extension Service.
 3. Subject to Equal Employment Opportunity programs as required by 7 DRF 18 which prohibits discrimination on the basis of race, color, natural origin, sex or religion.
- D. Programs under this agreement will be carried out in compliance with Title VI of the Civil Rights Act of 1964, which prohibits exclusion of persons from participation because of race, color or natural origin.
- E. When information, responsibility, and other services are shared with research, teaching or other divisions of the University, cost will be shared consistent with services performed for the Cooperative Extension Service. The director of Extension shall be responsible for conducting periodic appraisals of operations to determine whether costs paid for Extension appropriations are adequate or excessive in relation to services and materials provided the Extension Service.
- F. This agreement will be reviewed at least every five years and revised whenever all or any part of the provisions become inoperative, or when a change in program or operations require additional provisions or changes in existing programs. This agreement replaces the one dated July 1, 1972.

Effective Date - - October 1, 1976

Approved	<u>Signed: L.H. Watts</u> Director	<u>April 26, 1976</u> Date
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Approved:	<u>Signed: Edwin L. Kirby</u> Administrator, Extension Service, USDA	<u>May 12, 1976</u> Date
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SAMPLE
EXTENSION
MEMORANDUM OF UNDERSTANDING
WITH COUNTIES

This Memorandum of Understanding entered this _____ day of _____, 20____, by and between Colorado State University Extension, hereinafter referred to as "Extension": and the County of _____, State of Colorado, hereinafter referred to as "County", for Extension programs.

WITNESSETH THAT:

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

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

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

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

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

Section 1, County agrees:

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

(b) To provide by reimbursement to Extension, the applicable amount of the professional staff funding based on a formula developed and updated annually, approved by the Board of Governors of the Colorado State University System, to provide for increased funding to match the Long Appropriations Bill as determined by the State Legislature.

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

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

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

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

Section 2. Extension agrees:

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

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

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

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

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

Section 3. Extension and County mutually agree:

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

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

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

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

Section 4.

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

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

BOARD OF COUNTY COMMISSIONERS OF _____ COUNTY

ATTEST:

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

COLORADO STATE UNIVERSITY EXTENSION

ATTEST:

_____	_____	_____	_____
Extension Administration	Date	Director, CSU Extension	Date

SAMPLE
EXTENSION
SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
WITH COUNTIES

This Supplemental Memorandum of Understanding entered this _____ day of _____, 20____, by and between Colorado State University e Extension, hereinafter referred to as "Extension": and the County of _____, State of Colorado, hereinafter referred to as "County", for Extension Programs.

WITNESSETH THAT:

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

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

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

WHEREAS, Extension and County recognize the need for additional professional staff for Extension programs in the county and matching state financing and position authorization has not been approved by the Colorado General Assembly; and,

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

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

Section 1, County agrees:

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

(b) To provide by reimbursement to Extension, the full amount of salary and employer-paid benefits for _____ additional county Extension Agent position(s) and to make all payments upon presentation of quarterly invoices by Extension. For equity and uniformity, the salary increments and employer fringe benefit increases will be at the discretion of Extension

subject to the approval of the County Commissioners and will be made compatible with the present and future wage and benefit plan applicable to all other Extension agents.

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

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

(e) To annually review this MOU at the beginning of each calendar year.

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

Section 2. Extension agrees:

(a) To authorize _____ additional county Extension Agent(s) along with appointment and benefits attached hereto.

(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 staffs in the conduct of county extension educational programs.

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

(f) To establish a separate account whereby a full accounting and audit may be made of all expenditures and receipts pertaining to this agreement.

(g) To recommend to the Board of Governors of the Colorado State University System the inclusion of support of this position in the annual University budget request on a state/county formula basis to be developed within the guidelines promulgated by the state legislature.

Section 3. Extension and County mutually agree:

(a) If the Colorado State Legislature authorizes this position, this contract shall be voided and the position incorporated into the Extension Memorandum of Understanding.

(b) 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.

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

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

BOARD OF COUNTY COMMISSIONERS OF _____ COUNTY

ATTEST:

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

COLORADO STATE UNIVERSITY EXTENSION

ATTEST:

_____	_____	_____	_____
Extension Administration	Date	Director, CSU Extension	Date