



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and Deschutes County 4-H and Extension Service District, hereinafter referred to as "District." OSU and District may individually be referred to as a "Party" and collectively as "the Parties."

WHEREAS, ORS 451 grants Oregon counties the ability to establish service districts to provide services within a county or counties, including Agricultural educational extension services, and designates the county court, which includes the board of county commissioners, as the governing body of the service district. ORS 451 further states that the governing body shall carry out the powers and duties of the service district under the name of the district;

WHEREAS, the citizens of Deschutes County have expressed their need, desire, and support for OSU educational programs and OSU, through its Extension Service;

WHEREAS, OSU has the capability and resources to provide the desired educational programs;

WHEREAS, District was established by an Order of the Board of Commissioners for the County of Deschutes, Oregon on February 2, 1982, for the purpose of providing support and funding for OSU educational programs in County.

IT IS HEREBY AGREED, OSU and the District enter this Agreement for the provision of the delivery of OSU educational programs to residents of Deschutes County in consideration of the mutual promises stated herein.

1. OSU AGREES TO:

- 1.1. Deliver OSU educational programs and information to residents of Deschutes County.
- 1.2. Employ faculty and staff to deliver OSU educational programs that are the subject of this Agreement. The number of such employees will vary based on need and subject to available funding.
- 1.3. Designate one OSU representative to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative is responsible for assigning tasks to OSU program and office staff and volunteers as deemed appropriate, serving as OSU's primary contact for any budget and financial administration inquiries, and liaising with District's Budget Officer regarding budget and financial administration.
- 1.4. Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.5. Provide leadership and training on OSU's educational programs for OSU faculty, staff, and volunteer residents.
- 1.6. Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.
- 1.7. OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of District. In the event that District chooses to delegate any or all District obligations under this Agreement to Deschutes County, OSU hereby accepts and

approves District's delegation of obligations to Deschutes County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, delegates, and assigns, if any.

- 1.8. OSU agrees that the funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

2. DISTRICT AGREES TO:

- 2.1. Authorize and provide support and funding as indicated in the approved District budget to carry out OSU educational programs for the duration of this Agreement.
- 2.2. Retain any approved funds not remitted to OSU. Funds retained in District for OSU educational programs will be used for payment of District's Extension Service related expenses.
- 2.3. Designate a Budget Officer for District operations. The Budget Officer is responsible for the oversight of the budget and financial administration in accordance with the District's budget policies and any applicable budget laws; and serves as the primary contact for budget and financial administration inquiries for District operations. The Budget Officer must be a District or County employee.
- 2.4. Promptly process payment of reimbursement requests by OSU in accordance with the budget adopted by the District. Reimbursement will be based on invoices provided by OSU. Reimbursement to OSU shall be made in four payments during the year. The total of the reimbursement payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.

3. **SITE AGREEMENT:** OSU's use of office and storage space under control of the District shall be detailed and recorded in a separate written agreement (i.e. lease, space use agreement, site rental, etc.) as mutually agreed upon by the Parties. District may fund the costs associated with the lease of the space as provided in Attachment A.

4. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:

- 4.1. This Agreement is effective on the date it has been signed by all Parties and all required approvals have been obtained. This Agreement expires on June 30, 2034.
- 4.2. District and OSU understand and agree that each Party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to fund this Agreement.
- 4.3. District agrees to reduce their contingency requirement to 8.3% (one-month) and OSU agrees to manage cash flow for the first quarter of each fiscal year in accordance with OSU letter to District dated January 19, 2023 allowing the District to meet its financial obligations prior to tax collection in November.
- 4.4. This Agreement may be terminated at any time pursuant to the mutual agreement of the Parties.

- 4.5. Subject to the limitations and conditions of the Family Educational Rights and Privacy Act, and any other applicable privacy laws, District will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by District.
- 4.6. The Parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- 4.7. Contribution.
- 4.7.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 4.7.2. For a Third Party Claim for which the Parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.
- 4.8. Each Party, through self-insurance or a commercial policy, shall be insured with adequate levels of excess general liability and commercial auto liability insurance and maintain workers' compensation insurance for its respective employees in conformance with ORS Chapter 656.017, subject to the Oregon Tort Claims Act (ORS 30.260 - 30.300). A certificate of insurance will be provided upon request. OSU does not waive the right to subrogation.
- 4.9. The Parties agree they shall not discriminate based on race, color, national origin, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status/service in the uniformed service, reprisal or retaliation for prior civil rights activity, or on any other basis protected by federal and/or state law.

4.10. **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECITVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

(Signatures on Following Page)

GOVERNING BODY OF THE DESCHUTES COUNTY 4-H AND EXTENSION SERVICE DISTRICT

Patti Adair, Commissioner

Date

Anthony Debone, Commissioner

Date

Phil Chang, Commissioner

Date

OREGON STATE UNIVERSITY

Nicole Strong
Central Regional Director

Date

Kristopher Elliott
Interim Vice Provost of Extension & Engagement
Interim Director, OSU Extension Service

Date

Michael J. Green
Vice President for Finance and Administration and CFO

Date

Reviewed and Prepared by
Marlee Richter
Contracts Officer
Procurement, Contracts, and Materials Management

Date

ATTACHMENT A

District Support and Funding

Subject to the funding limitations specified in Section 2.1, District funds may be used for the following activities:

1. Office and educational support staff and faculty as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space adequate to fully house staffing for OSU activities that are the subject of this Agreement, including but not limited to, office space in a District-owned or leased facility. Such space may include utilities, internet, telephone, kitchen facilities, and any maintenance and repair. Office occupancy agreements shall be made by separate written agreement between OSU and the District.
3. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
4. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
5. Funding for equipment and other capital outlay items which have been approved by the District's governing body.
6. Funding for other contingency expenditures, as approved by the District's governing body.