1. Agenda
   Documents:
   
   011124 ESD AGENDA.PDF

2. Meeting Documents
   Documents:
   
   011124 ESD PACKET_0.PDF
AGENDA
January 11, 2024                     9:45 a.m.                   Courthouse, Room 32
https://us06web.zoom.us/j/85375001412
Webinar ID: 853 7500 1412

Chair: Lindsay Berschauer

1. Consideration of approval of minutes from November 9, 2023.

2. Consideration of approval of an intergovernmental agreement between Oregon State University Extension Service and the Yamhill County Extension Service District for educational programs and information to be provided to residents in Yamhill County through OSU and its Extension Service, effective upon final execution by both parties, through June 30, 2027.

3. Other business.
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and Yamhill County 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 Yamhill 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 a vote of the people at an election on November 2, 1982 and created by an Order of the Board of County Commissioners for the County of Yamhill, Oregon on November 10, 1982, under provisions of ORS Chapter 451, to provide support and funding for OSU educational programs in Yamhill 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 Yamhill County in consideration of the mutual promises stated herein.

1. OSU AGREES TO:

1.1. Deliver OSU educational programs and information to residents of Yamhill 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 liaise 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 Yamhill County, OSU hereby accepts and approves District's delegation of obligations to Yamhill 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 Yamhill 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 and reviewed and approved by the District. 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, 2027.

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. In the event District or OSU no longer receives funds adequate to enable it to continue this Agreement, the terminating party will provide written notice of termination of this Agreement to the other party and upon issuance of such notice this Agreement will terminate. However, any obligations existing at the time of termination will survive termination.

4.3. In addition, this Agreement may be terminated at any time pursuant to the mutual agreement of the Parties.
4.4. Subject to the limitations and conditions of the Oregon Public Records Law and the Family Educational Rights and Privacy Act, 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.

4.5. 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.

4.6. Contribution.

4.6.1. 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.

4.6.2. 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.

4.7. 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.

4.8. The Parties agree they shall not discriminate based on age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or on any other basis protected by federal and/or state law.

4.9. Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including but not
limited to rules and regulations regarding nondiscrimination, age or disability and all amendments of and regulations and administrative rules established pursuant to those laws and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

4.10. Neither party shall be held responsible for delay or default caused by fire, riot, civil disobedience, pandemic, acts of God, or war where such cause was beyond the reasonable control of such party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

4.11. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction’s conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, “the claim”) between District and OSU that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill for the State of Oregon. Each party shall be responsible for the party’s attorney fees, costs, and disbursements at all times including appeals.

4.12. This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

4.13. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the term or provision held to be invalid.

4.14. **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 SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE 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)
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

BOARD OF COUNTY COMMISSIONERS of YAMHILL COUNTY, OREGON, acting as the governing body of the YAMHILL COUNTY EXTENSION SERVICE DISTRICT

Lindsay Berschauer, Chair

Kit Johnston, Vice-Chair

Mary Starrett, Commissioner

OREGON STATE UNIVERSITY

Richard Riggs
Western Regional Director

Dr. Ivory W. Lyles
Vice Provost of Extension & Engagement
OSU Extension Service

Name
Contracts Officer
Business Affairs | PCMM

Date

Date

Date

Date

Date

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.