



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of December 28, 2015

DATE: December 10, 2015

FROM: Erik Kropp Admin. Services 388-6584

TITLE OF AGENDA ITEM:

Consideration of Board Signature Document Number 2015-754, an Intergovernmental Agreement Between OSU/Extension and Deschutes County regarding 4-H/Extension Services.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

OSU Extension Service was established in 1911 when the Oregon Agricultural College's Board of Regents organized Oregon Extension programs. In 1982, Deschutes County residents passed a permanent tax base to support local Extension programming. Oregon State University Extension Services and Deschutes County entered into an Intergovernmental Agreement listing out the roles and responsibilities of both entities as it relates to operating the Deschutes County 4-H/Extension Service District. The attached Intergovernmental Agreement updates the roles and responsibilities of both entities and reflects the transfer of two Deschutes County employees to become OSU employees which occurred earlier this year.

FISCAL IMPLICATIONS:

None.

RECOMMENDATION & ACTION REQUESTED:

Staff recommends Board approval of Document Number 2015-754, an Intergovernmental Agreement Between OSU/Extension and Deschutes County.

ATTENDANCE: Erik Kropp

DISTRIBUTION OF DOCUMENTS:

Dana Martin
Erik Kropp

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document: IGA

Goods and/or Services: Operation of a Deschutes County Service District

Background & History: OSU Extension Service was established in 1911 when the Oregon Agricultural College's Board of Regents organized Oregon Extension programs. In 1982, Deschutes County residents passed a permanent tax base to support local Extension programming. Oregon State University Extension Services and Deschutes County entered into an Intergovernmental Agreement listing out the roles and responsibilities of both entities as it relates to operating the Deschutes County 4-H and Extension Service District. The attached Intergovernmental Agreement updates the roles and responsibilities of both entities now that the Deschutes County employees have become OSU employees.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment: n/a

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
 - Informal quotes (<\$150K)
 - Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)
-

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Erik Kropp

Phone #: 388-6584

Department Director Approval: Erik Kropp
Signature

12/10/15
Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2015-754



**INTERGOVERNMENTAL AGREEMENT
BETWEEN OSU-EXTENSION AND
DESCHUTES COUNTY**

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

WHEREAS, ORS Chapter 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 Chapter 451 further states that the governing body shall carry out the powers and duties of the service district under the name of the district; and

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

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

WHEREAS, District was established by an Order of the Board of County 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, now therefore,

IT IS HEREBY AGREED, OSU and the District hereby enter this Agreement for the provision of the delivery of OSU educational programs to citizens 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 as designated by OSU who will deliver OSU educational programs. The number of faculty and staff employed by OSU will vary based on need and available funding.
- 1.3 Designate one OSU representative with supervisory responsibility to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative may assign tasks to OSU program and office staff as deemed appropriate.

Serve as OSU's primary contact for any budget and financial administration inquiries. Liaise with District regarding District budget and financial administration.

- 1.4 Recruit and train volunteer citizens to assist in the delivery of OSU educational programs within Deschutes County.

- 1.5 Provide leadership and training on OSU's educational programs for OSU faculty, assigned staff, and volunteer citizens.
- 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 benefits of the parties hereto, and their respective successors, delegees, 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.
- 1.9 OSU agrees to provide all insurance to its employees providing services under this agreement in the same manner that it insures other similarly-situated employees. This includes, but is not limited to, worker's compensation insurance, and general liability insurance. .

2. DISTRICT AGREES TO:

- 2.1 Authorize and provide support and funding as indicated in Attachment A and 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 Administrator for District operations. The Budget Administrator 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.
 - 2.3.1 The Budget Administrator may be a county employee, or provided both parties mutually agree, an OSU employee.
 - 2.3.2 If the Budget Administrator is an OSU employee, the Budget Administrator will liaise with District regarding budget and financial administration. The Budget Administrator will be responsible for recommendations, not authorization, of budget and financial transactions. The Budget Administrator will not have signature authorization nor serve as the Agent of Records.

- 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 equal 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.
- 2.5 Purchase property insurance for the building(s) occupied by the District and the building contents (business personal property).
- 2.6 Assume full responsibility and sole fiscal obligation for retention and use of legal counsel to advise and represent the District in legal affairs.

3. LEASE AGREEMENT

The parties shall enter into a separate written lease agreement for office and storage space required by OSU. District may fund the costs associated with the lease of 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, 2020.
- 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 This Agreement may be terminated at any time pursuant to the mutual agreement of the parties, or by either party ninety (90) days after receipt of written notice.
- 4.4 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 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.

With respect to 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 The parties agree that discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, marital status, disability, veteran's status, or any other protected class as defined in Oregon law shall not exist in any activity, employment relationship or operation carried out in the performance of this Agreement.
- 4.8 **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND REPLACES AND VOIDS ALL PREVIOUS AGREEMENTS. 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.

**BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY
Acting as the Deschutes County 4-H and Extension
Service District Governing Body**

Tony DeBone, Chair

Date

Alan Unger, Vice Chair

Date

Tammy Baney, Commissioner

Date

OREGON STATE UNIVERSITY

Dana Martin, Outreach & Engagement
Central Oregon Regional Administrator

Date

A Scott Reed, Vice Provost for Outreach
& Engagement
Director, OSU Extension Service

Date

Adam Greiber
Contract Specialist
Business Affairs | PCMM

Date

ATTACHMENT A

District Support and Funding

Subject to the funding limitations specified in Section 2, District funds may be used for the following activities:

1. Office and educational support staff 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 OSU educational programs, including but not limited to, office space in a District-owned or leased facility. Such space may include utilities, internet, telephone, and any maintenance and repair. Office occupancy agreements shall be determined and obtained by 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.
7. OSU representative, as specified in 1.3, will complete an annual OSU Extension Budget Sheet that will indicate funding allocated per this Agreement.