

**WASCO COUNTY 4-H & EXTENSION SERVICE DISTRICT  
AGENDA**

**WEDNESDAY, JULY 1, 2015**

**LOCATION: Wasco County Courthouse, Room #302  
511 Washington Street, The Dalles, Oregon**

**NOTE:** This Agenda is subject to last minute changes. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:55 a.m.      **CALL TO ORDER**

9:55 a.m.      **[OSU Contract](#)**

9:55 a.m.      **[6.17.2015 Minutes Approval](#)**

**NEW / OLD BUSINESS  
ADJOURN**



WASCO COUNTY EXTENSION & 4-H SERVICE DISTRICT  
MEETING  
JULY 1, 2015

PRESENT: Scott Hege, County Commissioner  
Rod Runyon, County Commissioner  
Steve Kramer, County Commissioner  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant  
Lynn Long, District Budget Officer

At 9:55 a.m. Chair Hege opened the meeting.

**OSU Contract**

Mr. Long explained that this is the contract between the District and Oregon State University outlining the requirements of the University to deliver programs, employ staff and faculty, etc., as well as the District's responsibilities for funding and support.

Commissioner Runyon asked if there is anything different from past agreements. Mr. Long replied that it is substantially the same; the definition of Budget Officer was slightly revised.

**Commissioner Runyon moved to approve the Intergovernmental Agreement between Oregon State University and its Extension Service and the Wasco County 4H & Extension Service District. Commissioner Kramer seconded the motion**

which passed unanimously.}}

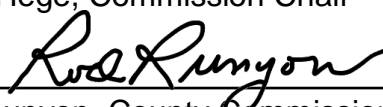
Minutes


{{{Commissioner Kramer moved to approve the 6.17.2015 4-H & Extension Service District minutes. Commissioner Runyon seconded the motion which passed unanimously.}}

Chair Hege closed the public hearing at 10:00 a.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS  
*Governing Body of the Wasco County  
4-H & Extension Service District*

  
\_\_\_\_\_  
Scott Hege, Commission Chair

  
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Rod Runyon, County Commissioner

  
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Steve Kramer, County Commissioner

## **INTERGOVERNMENTAL AGREEMENT**

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

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 Wasco 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 County Court for the County of Wasco, Oregon on November 30, 2006, for the purpose of providing support and funding for OSU educational programs in County.

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 Wasco County in consideration of the mutual promises stated herein.

### **1. OSU AGREES TO:**

- 1.1. Deliver OSU educational programs and information to residents of Wasco 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 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. This OSU faculty member
  - 1.3.1. 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.

- 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 Wasco County, OSU hereby accepts and approves District's delegation of obligations to Wasco County. The provisions of this Agreement shall be binding upon and shall inure to the benefit 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.

## **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 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 will serve with the approval of the District's Board of Directors
  - 2.3.1. OSU hereby agrees that the Budget Officer maybe an OSU Employee, as long as the Budget Officers duties are limited to liaising with District regarding budget and financial administration. Such Budget Officer may be responsible for recommendations, not authorization, of budget and financial transactions; but cannot 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 (November 30<sup>th</sup>, December 31<sup>st</sup>, February 28<sup>th</sup> and May 31<sup>st</sup>). The final payment may be reduced if not all expenses are need or all funds used. The total of the reimbursement payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.

**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.
- 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, or veteran’s status 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREING 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 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 LANGAUGE OF THIS AGREEMENT.

**WASCO COUNTY 4-H & EXTENSION SERVICE DISTRICT**

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Scott C. Hege, Commission Chair                      July 1, 2015  
Date

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Rod L. Runyon, County Commissioner                      July 1, 2015  
Date

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Steven D. Kramer, County Commissioner                      July 1, 2015  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

**OREGON STATE UNIVERSITY**

\_\_\_\_\_  
Brian Tuck Outreach & Engagement                      \_\_\_\_\_  
Mid-Columbia Regional Administrator                      Date

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

\_\_\_\_\_  
Signature                      \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name  
Contracts Officer  
Business Affairs | PCMM  
OSU# \_\_\_\_\_

## **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 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 adequately to fully house OSU educational programs, including but not limited to, office space in a District-owned or leased facility. Such space may including 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.





WASCO COUNTY EXTENSION & 4-H SERVICE DISTRICT  
MEETING  
JUNE 17, 2015

PRESENT: Scott Hege, County Commissioner  
Rod Runyon, County Commissioner  
Steve Kramer, County Commissioner  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant

At 12:18 p.m. Chair Hege opened the meeting.

**Audit Contract**

Ms. White explained that this contract is similar to the one signed by the County for Audit services.

**Commissioner Kramer moved to approve Wasco County 4H & Extension Service District audit contract with Friend & Reagan, P.C. Commissioner Runyon seconded the motion which passed unanimously.**

**Minutes**

**Commissioner Kramer moved to approve the 6.3.2014 4-H & Extension Service District minutes. Commissioner Runyon seconded the motion which passed unanimously.**

WASCO COUNTY 4-H & EXTENSION SERVICE DISTRICT  
BUDGET ADOPTION  
JUNE 17, 2015  
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Chair Hege closed the public hearing at 10:01 a.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS  
*Governing Body of the Wasco County  
4-H & Extension Service District*

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Scott Hege, Commission Chair

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Rod Runyon, County Commissioner

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Steve Kramer, County Commissioner