



**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

February 3, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) for Funding and Operation of the  
OSU Extension Education Programs in Clackamas County

<b>Purpose/Outcomes</b>	Approval of an IGA between Clackamas County, Clackamas County Extension and 4-H District, and Oregon State University for the funding and operation of the OSU Extension Education Programs in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The District's annual operations is an average of \$3,000,000 and paid to Clackamas County, OSU, and vendors. No General Funds.
<b>Funding Source</b>	Voter approved property tax levy for the OSU Extension and 4-H District of up to \$0.05 per \$1,000 of assessed value and Oregon State University
<b>Duration</b>	A 1 year agreement starting at the approval of this IGA to June 30, 2022 with annual renewals unless terminated.
<b>Previous Board Action</b>	District was approved by voters Nov. 8, 2008 and created by the Board of County Commissioners on November 26, 2008 by Board Order 2008-190
<b>Strategic Plan Alignment</b>	This will help ensure safe and healthy communities and assist in growing a vibrant economy by offering agricultural educational opportunities to the community.
<b>County Counsel Review</b>	NB December 16, 2021
<b>Procurement Review</b>	This is an IGA and does not require Procurement Review
<b>Contact Person</b>	Elizabeth Comfort, Finance Department Director, 503-936-5345

**BACKGROUND:**

The Oregon State University Extension and 4-H District was approved by voters on Nov. 8, 2008 and formed by the Board of County Commissioners on Nov. 26, 2008 for the purpose of providing support and funding for OSU educational programs and services in the County pursuant to Oregon Revised Statutes ("ORS") 451.010(1)(i). The mission of this district is to provide agricultural extension services to the residents of the County which include, but are not limited to: Agriculture, Forestry and Natural Resources, Watershed Health, Youth Development, Family Living and Home Horticulture.

This IGA is an agreement between Clackamas County, Clackamas County Extension and 4-H Service District, and Oregon State University for the funding and operation of the OSU Extension Educational Programs in Clackamas County. In this agreement the County contributes the real property and facilities to conduct the programs, the district provides funding for program delivery through administration of the property tax levy revenue as approved by voters, and OSU provides academic faculty, professional staff and program coordination.

The County is the owner of real property on the Red Soils Campus and the District leases approximately 3,500 square feet of office space at this location from the County for OSU to provide the Districts programs. The County is also the owner of real property known as the "Miley Road Property" which OSU currently leases from the County. It is also anticipated that there will be construction of a new facility of the Red Soils Campus to facilitate District program delivery.

**RECOMMENDATION:**

Staff and the involved parties respectfully recommends that the Board approves the attached Intergovernmental Agreement.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director Finance

## **INTERGOVERNMENTAL AGREEMENT FOR FUNDING AND OPERATION OF THE OSU EXTENSION EDUCATION PROGRAMS IN CLACKAMAS COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into by and between Clackamas County, a political subdivision of the State of Oregon (“County”), the Clackamas County Extension and 4-H Service District, a county service district (the “District”), and Oregon State University, for its Clackamas County Extension Service (“OSU”), each a “Party” and collectively “the Parties.”

### **RECITALS**

WHEREAS, the residents of the County have expressed their need for, and desire to support, OSU educational programs, delivered through OSU’s Extension Service and including research activities conducted at the North Willamette Research and Extension Center (“NWREC”); and

WHEREAS, OSU educational programs are innovative, research-based programs which include, but are not limited to the following (hereafter, collectively referred to as the “Programs”):

- Agriculture
  - o Sustainable Food Production
  - o Reducing Water Inputs in Farming Practices
  - o Robotics and Mechanization
  - o Market Development and Economics
  - o Integrated Pest Management
  - o Small Farm Development and Local Food Security
  - o Biomass and Energy Development
- Forestry and Natural Resources
  - o Sustainable Forestry Practices and Best Management Practices
  - o Local Market Development
  - o Improved Christmas Tree Production Practices
  - o Biomass and Energy Development
  - o Youth, Teach and Public Involvement and Stewardship
- Watershed Health
  - o Low Impact Development
  - o Invasive Species Research and Education
  - o Riparian Enhancement and Protection
  - o Public Engagement
- Youth Development
  - o 4-H Club Expansion – science and technology, small animals, home and family living skills, gardening and food production
  - o 4-H Volunteer Leader Recruitment, Training and Management
  - o 4-H School Education Enrichment Program
  - o 4-H After School Outreach
  - o 4-H Summer Learning Opportunities
  - o Latino 4-H Outreach and Program Development
  - o Youth Leadership Development and Citizenship

- Family Living
  - o Food and Nutrition Education in Schools
  - o Food Safety and Preservation
  - o Food Security and Community Food Systems
  - o Aging
  - o Family Finance
  - o Public Health Issues
- Home Horticulture
  - o Plant Clinics (plant health advice for homeowners)
  - o Master Gardener Volunteer Program
  - o Youth Environmental Education
  - o Community Service Projects; and

WHEREAS, the Parties enter this Agreement for the provision of the Programs in the County in which the County contributes the real property and facilities to conduct the Programs, , the District provides the funding for Program delivery., and OSU provides academic faculty, professional staff and Program coordination; and

WHEREAS, the establishment of the District was approved by a vote of the people at an election on November 4, 2008 and created by an Order of the Board of Commissioners of the County on November 26, 2008, for the purpose of providing support and funding for OSU educational programs and services in the County pursuant to Oregon Revised Statutes (“ORS”) 451.010(1)(i); and

WHEREAS, the District is authorized to levy a property tax of up to \$0.05 per \$1,000 of assessed value to provide funds in support of the OSU Extension and 4-H mission; and

WHEREAS, OSU has the capability of providing resources and support for OSU Programs to County residents; and

WHEREAS, the County is the owner of real property commonly known as the Red Soils Campus, which is generally described as tax lot 812 on Clackamas County Assessors Map No. 32E05C and contains approximately 51 acres (the “Red Soils Campus”). The District currently leases approximately 3,500 square feet of office space on the Red Soils Campus from the County for OSU to provide the Programs described herein; and

WHEREAS, the County is the owner of real property commonly known as 15210 NE Miley Road, Aurora, OR 97002 (the “Miley Road Property”). OSU currently leases the Miley Road Property from the County, pursuant to a lease with a term ending August 31, 2022, for OSU operations of NWREC; and

WHEREAS, the Parties anticipate the construction of a new facility on the Red Soils Campus to facilitate Program delivery in Clackamas County.

## **AGREEMENT**

NOW, THEREFORE, it is hereby agreed by and between the Parties above mentioned, for and in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective Date. This Agreement is effective on the date all required signatures are obtained.
2. Term. The initial term of this Agreement shall be for a period of one year, beginning on the Effective Date or July 1, whichever occurs last, and continue until June 30 of the following year unless terminated. Unless terminated, the Term shall renew automatically for subsequent one-year periods on July 1.
3. General Roles of the Parties. The parties acknowledge and agree that the District is primarily a funding mechanism to support and fund the County's contribution to the delivery of the Programs within the County and is responsible for funding all staffing and other support for OSU Extension Service activities in Clackamas County on a reimbursement basis. The District has no employees and owns no assets. OSU provides academic faculty and professional staff and is responsible for the coordination for all Programs offered in Clackamas County. The County provides real property for facilities associated with the Extension Services, as well as facility support and coordination.
4. OSU's Responsibilities:
  - a. Provide and deliver the Programs described above to County residents based on local needs identified by OSU faculty and in conjunction with the Clackamas Extension Advisory Council, or successor group that directly advises the Regional Director for the North Willamette Extension Region.
  - b. Provide leadership and training for OSU staff and recruit and train volunteers to assist in the delivery of the Programs in the County.
  - c. Maintain a resource base of specialized personnel and research information in the County for use by OSU faculty and volunteers in the delivery of the Programs.
  - d. Employ faculty and staff to deliver the Programs that are the subject of this Agreement in the County. The number of such employees will vary based on need and subject to available funding and will be determined by the Vice Provost and the Director of the OSU Extension Service.
  - e. 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.
  - f. OSU agrees that it shall not shift costs to the District that historically have been paid by OSU. Although OSU budget supporting Extension Services activities in the County can vary each biennium, OSU will use its best efforts to provide at least one academic faculty position for each of the base programs that make up the Services described above (e.g. Agriculture, Forestry and Natural Resources, and Family Living).
  - g. Process all payroll, wages and other compensation including making the required and appropriate withholdings and retirement contributions.
  - h. Provide the following for its operations: i) subject matter specialists (mostly located on campus in Corvallis, or for agriculture programs, through NWREC on the Miley Road Property) available to

local OSU faculty; ii) all computing, technology, video conferencing, OSU-internal network and telecommunications support, and statistical services; iii) publication services; and iv) marketing materials; and v) other support services available to OSU personnel.

i. Invoice and Payment.

- (i) OSU shall invoice the District five times each fiscal year (December 31, March 31, April 30, May 31 and June 30) for expenses incurred in its delivery of the Programs that are the subject of this Agreement. Such amount includes Compensated Liabilities (defined below) for District-funded faculty, program assistants, and clerical staff, and reasonable and allowable expenses for transportation, meals, lodging, office rent and other materials supplies and other operating costs for OSU faculty and staff. Expenses incurred shall comply with OSU’s travel and expense reimbursement policy.
- (ii) As used in this agreement, "Compensated Liabilities" means the outstanding dollar value of vacation and other compensatory time earned by each OSU employee assigned to perform services pursuant to this Agreement. Compensated Liabilities shall be calculated as follows:

$$\begin{aligned}
 & \text{[Vacation balance in hours + Compensation balance in hours]} \\
 & \qquad \qquad \qquad \times \\
 & \text{[Employee's hourly pay rate + OSU blended other payroll expense rate} \\
 & \qquad \qquad \qquad \text{(i.e., taxes and retirement)]} \\
 & \qquad \qquad \qquad = \\
 & \qquad \qquad \qquad \text{Compensated Liabilities}
 \end{aligned}$$

- (iii) The District shall be responsible for only those Compensated Liabilities attributable to the time that each OSU employee was assigned to perform services for the District. The Compensated Liabilities for which the District is responsible for any OSU employee assigned to perform services pursuant to the Agreement shall be calculated as follows:

$$\begin{aligned}
 & \text{[Total Compensated Liabilities - Compensated Liabilities earned before OSU employee was} \\
 & \qquad \qquad \qquad \text{assigned to perform services pursuant to the Agreement]} \\
 & \qquad \qquad \qquad \times \\
 & \text{[Percentage of Full Time Equivalent (maximum= 1) for which OSU employee is assigned} \\
 & \qquad \qquad \qquad \text{to perform services pursuant to the Agreement]} \\
 & \qquad \qquad \qquad = \\
 & \qquad \qquad \qquad \text{Compensated Liabilities Attributable to the District}
 \end{aligned}$$

- (iv) No later than September 1, OSU shall provide the District detailed documentation showing the balance of Compensated Liabilities attributable to the District for each OSU employee assigned to perform services pursuant to the Agreement as of June 30th of each year.
- (v) As of June 30<sup>th</sup>, of each year, if the balance of funds held for Compensated Liabilities attributable to the District exceeds the dollar amount computed for Compensated Liabilities

attributable to the District, then the overage shall be returned to the District in the form of a credit to the District on the June 30<sup>th</sup>.

(vi) As of June 30<sup>th</sup>, of each year, if the balance of funds held for Compensated Liabilities attributable to the District is less than the dollar amount computed for Compensated Liabilities attributable to the District, then the shortage shall be billed to the District in the form of a charge to the District on the June 30<sup>th</sup>.

(vii) In the event of termination of this Agreement, OSU shall provide the District detailed documentation showing the balance of Compensated Liabilities attributable to the District for each OSU employee assigned to perform services pursuant to the Agreement as of the date the Parties mutually agree (in the event of termination by mutual agreement) or as of the date of notice of termination to the other party (in the event of termination by one party). The detailed documentation shall be due on the date agreed to by the Parties (in the event of termination by mutual agreement) or thirty days following notice of termination to the other party (in the event of termination by one party). At the same time that OSU provides the detailed documentation to the District, OSU shall also provide the District with a credit memo or invoice from which any overage shall be paid to the District or any shortage shall be paid to OSU. Any overage or shortage shall be paid within thirty days of the date of the credit memo or invoice.

- j. For procurement, comply with the applicable provisions of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU's own policies.
- k. Provide coverage as required under State of Oregon Workers' Compensation Act for all OSU employees.
- l. Upon request, provide the District with such information and documentation, including OSU's budget and audit report information that the District may reasonably request that shows that OSU's use of District funds is solely in support of the provision of the Programs in the County.
- m. Receive written approval from the District's governing body through the District Administrative Officer regarding the use of District funds for funding any joint program with entities within the County or joint OSU research, training, or service programs.

5. District Responsibilities.

- a. Levy ad valorem property taxes under the authorizing voter approval; receive, hold, invest proceeds and disburse funds from District accounts in the amounts appropriated in the District's budget to OSU, the County or otherwise as authorized under ORS 451.547 and ORS 451.580 and ORS 294.
- b. Authorize payments each fiscal year from District funds to provide a facility that is sufficient to allow OSU to fulfill its obligations under this Agreement. This obligation may also include the payment of the capital improvement costs of the facility, if required under the terms of a separate agreement with the owner of the facility, or where the District is the fee owner of the property on which the facility is located.

- c. Authorize payments each fiscal year from District funds for the duration of this Agreement based on OSU's actual operating expenses for its Program delivery. Payment shall be made pursuant to invoices provided by OSU, and shall follow the payment schedule set forth in Section 4(i)(i). This funding shall be for the following:
  - (i) Full-time and/or part-time District-funded administrative, faculty, clerical and education support staff as needed, including all Compensated Liabilities attributable to the District.
  - (ii) Facilities, as described above in Section 5(b).
  - (iii) Transportation and per diem expenses for OSU faculty, secretarial and support staff. All travel reimbursement rates and allowances are to conform to OSU travel reimbursement rates.
  - (iv) Point-to-point single mode fiber optic network connectivity, the terms and conditions of which are contained in a separate fiber optic service level agreement between the County and the District.
  - (v) Other services, supplies, materials, publications and operational costs. Operational costs shall include, but not be limited to, charges by the County related to the provision of County staff to perform administrative and legal tasks on behalf of the District.
  - (vi) Equipment and other capital outlay items.
  - (viii) Other contingency expenditures, as approved by the District.
- d. Promptly process payment of invoices from OSU in accordance with the adopted District budget.
- e. Designate the County Administrator as the District Budget Officer and the District Administrative Officer.
- f. District shall retain any funds not remitted to OSU or the County.
- g. District may transfer to County such funds as may be appropriated by the District governing body to support the construction, maintenance, allocated expenses, repair, replacement, debt issuance and service expenses, and operation of any facility used by the District and OSU on any County-owned or leased property. OSU recognizes that the requirements of debt service and other capital obligations will be prioritized in the District budgeting process and that less than 100% of the levy issued by the District will be available to OSU for funding positions or other needs as set forth in Section 4 above.
- 6. County Responsibilities. County shall make available facilities on County-owned or leased property, such as the Red Soils Campus, in the County, appropriate and sufficient for OSU's use for its operations and Program delivery. . The Parties shall mutually agree upon the location and size of the facility and shall memorialize the terms of such facility use through a separate written agreement. With respect to any facility on County-owned or leased property that is leased by the District and occupied by OSU for Program delivery, the Parties agree that:
  - a. County will own or manage, and operate the facility for the benefit of the District and OSU.



- b. The District shall pay a sum equal to fair market value to the County as rent for use of the facility. Alternatively, the County may agree to calculate rent on an allocated cost basis that is less than the fair market value of the facility space to be leased to the District. The terms governing the use of the facility and rent payments shall be memorialized in the separate agreement between the District and the County.
  - c. The Parties acknowledge that any future improvements, changes, modifications, renovations or other such items concerning any facility leased and occupied by the District and OSU will be made at the discretion of the County and in reliance on funds from the District.
  - d. The County covenants and agrees that any facility, or portion thereof, identified by the Parties for use under this Agreement and subject to this section shall be available for the exclusive use of the District and OSU pursuant to the separate agreement between the District and the County, *provided, however*, that the County will have access and be able to utilize meeting, conference room, and public space areas in the facility at such times as such use will not interfere with OSU uses, as reasonably determined by the OSU's designated representative.
  - e. OSU and the District shall only have an interest in, and claim to continued occupancy of a facility, or portion thereof, that is covered by a written agreement between the District and the County.
  - f. If the governing body of the District and OSU determine it is in the best interest of the District and OSU to relocate to a facility on property not owned or leased by the County for purposes of providing the Programs described in this Agreement, the County shall have no obligations under this section, and shall have no claim to use any portion of a facility separately leased by either the District or OSU.
  - g. As long as any facility leased by the District and occupied by OSU to provide the Programs is located on the Red Soils Campus, the County will provide point-to-point single mode fiber optic network connectivity pursuant to the terms and conditions contained in a separate fiber optic service level agreement between the County and the District.
7. Performance of Responsibilities. While the District can evaluate the quality of the performance of OSU's responsibilities under this Agreement, the District will not control the day-to-day manner of OSU's performance of its obligations.
8. Funds Available. The District expects to receive sufficient funds to finance the costs of this Agreement on an annual basis from each year's property tax receipts. OSU understands and agrees that the District's payments under this Agreement are contingent on the District's actual receipts, budgetary limitations and other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments. District will, in adopting an annual budget, consider and prioritize first capital needs and second funding for enhanced levels of service as outlined in Section 4 above. District will coordinate with OSU to ensure that it is aware of any budget constraints.
9. Audit.
- a. District shall have the right to audit the books of OSU. OSU shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years,

following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. OSU shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. Subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505 and the Family Educational Rights and Privacy Act (“FERPA”), during this record retention period, OSU shall permit the District’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying. Except as such audits and the production of such books and records are required to meet the District’s audit responsibilities or as required by applicable budget law, the costs of such audit shall be borne by the District.

- b. District shall undergo an annual financial audit of District’s financial records as required by ORS 297.425. Unless the District provides notice in writing to the County that it elects to obtain an independent financial audit to satisfy its obligation as required by applicable law and this section, the County shall contract for a financial audit to be performed on the District’s behalf. The District shall reimburse the County for actual costs incurred by the County to complete this audit.
10. Nondiscrimination. OSU, in compliance with state and federal laws and regulations, will not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sex, sexual orientation, or veteran's status in any of its policies, procedures, or practices. This nondiscrimination policy covers admission and access to, and treatment and employment in, OSU programs and activities.
11. Indemnification. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each Party shall save, indemnify, hold harmless and defend the other and their officers, elected officials, agents, trustees, employees, and members from all claims, suits, and actions resulting from or arising out of the negligence or willful misconduct of the indemnifying party or its officers, agents, trustees, employees, and members acting under this Agreement.
12. Subcontracts and Assignment; Successors in Interest. No Party shall enter into any subcontracts for any of its obligations hereunder, or assign or transfer any of its interest in this Agreement, without the prior written consent of the other Parties. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
13. No Third Party Beneficiaries. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
14. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, OSU represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.

15. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
16. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
17. Amendments. This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the Parties where all necessary approvals have been obtained.
18. Notices: All notices to the respective Parties shall either be personally delivered or sent certified mail to the following addresses:

For the District:

Gary Schmidt, District Administrator  
Clackamas County Extension  
& 4-H Service District  
2051 Kaen Road  
Oregon City, OR 97045

w/copy to

Nathan Boderman  
Clackamas County Counsel  
2051 Kaen Road  
Oregon City, OR 97045

For the County:

Gary Schmidt, County Administrator  
2051 Kaen Road, 4th Floor  
Oregon City, OR 97045

For OSU:

Dr. Ivory W. Lyles, Vice Provost  
OSU Outreach and Engagement  
Director, OSU Extension Service  
101 Ballard Hall  
Corvallis, OR 97331-3606  
[ivory.lyles@oregonstate.edu](mailto:ivory.lyles@oregonstate.edu)

w/ copy to:

Contracts Officer  
OSU Procurement and Contract Services  
644 SW 13th Street  
Corvallis, OR 97333-4238  
[Contract.services@oregonstate.edu](mailto:Contract.services@oregonstate.edu)

and

Angela Sandino, Regional Director  
North Willamette Region  
OSU Extension Service  
OSU Portland Center  
555 SW Morrison St.  
Portland, OR 97204  
[angela.sandino@oregonstate.edu](mailto:angela.sandino@oregonstate.edu)

Leah Sundquist, OSU Extension Liaison  
200 Warner Milne Road  
Oregon, City, OR 97045  
[Leah.sundquist@oregonstate.edu](mailto:Leah.sundquist@oregonstate.edu)

19. Termination. This Agreement may be terminated:
- a. Any Party upon thirty (30) days written notice to the other Parties for one or more violations of this Agreement by another Party;
  - b. immediately upon written notice by any Party that funding is no longer available to carry out its obligations;
  - c. immediately upon the termination of the District; or
  - d. upon 180 days' written notice for any reason by any Party.
20. Integration. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matters identified herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement and all prior Agreements between the Parties related to the provision of the Programs in Clackamas County are hereby terminated. The Parties specifically acknowledge that there are, or will be, other agreements related to the use and occupancy by the District and OSU of County-owned or leased property, and the construction of a new facility on the Red Soils Campus for use by the District and OSU, and that those agreements are not subject to integration under this section.
21. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the state of Oregon without giving effect to the conflict of law provisions thereof. Any claim between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the state of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by any party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Each Party, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
22. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
23. Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
24. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
25. Time is of the Essence. Each party agrees that time is of the essence in the performance this Agreement.

- 26. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective authorized successors and assigns.
- 27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 29. Signature. The Parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. No Party shall be accorded any advantage over the other Parties by reason of being the drafter of any of the language of this Agreement.

FOR DISTRICT:

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS acting as the Governing Body of the Clackamas County Extension & 4-H Service District

By: \_\_\_\_\_ Date

Tootie Smith, Chair Board of County Commissioners

FOR OSU:

OREGON STATE UNIVERSITY For its Extension Service, Clackamas County

DocuSigned by:  1/21/2022 | 14:29:46 P  
By: \_\_\_\_\_ Date  
B143F3384015415...

Michael J. Green Vice President for Finance & Administration Chief Financial Officer

FOR COUNTY:

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_ Date

Tootie Smith, Chair Board of County Commissioners

DocuSigned by:  1/21/2022 | 13:37:14 P  
By: \_\_\_\_\_ Date  
01F23AD805CD46D...

Dr. Ivory W. Lyles Vice Provost OSU Outreach and Engagement Interim Director OSU Extension Service

DocuSigned by:  1/21/2022 | 13:00:06 P  
By: \_\_\_\_\_ Date  
81359B364AE54BD...

Angela Sandino Regional Director North Willamette Region OSU Extension Service