

OSU Extension Service Polk County District Board Meeting Agenda

January 18, 2023, 10:00am | Commissioner’s Board Room - Polk County Courthouse
Chair, Commissioner Craig Pope
Commissioner Lyle Mordhorst, Commissioner Jeremy Gordon
District Administrator Greg Hansen
Regional Director Richard Riggs, Local Liaison Alisha Atha
PECAN Chair Karin Stutzman

1. Call meeting into session - Chairman Pope Time _____

2. Announcements

- Next meeting: Extension Budget Committee May 10, 2023, 10:00am | Polk County Courthouse

3. Comments for items not on this Agenda

4. Approval of Agenda

5. Approval of Consent Calendar

6. New Business:

North Willamette Research and Extension Center (NWREC) Update – Dr. Surendra Dara, Director

Introduce new 4-H Faculty, Andrea Hunter – Richard Riggs, Regional Director

Extension Administrative Updates – Richard Riggs, Regional Director

7. Public Comment, Discussion or Announcements

- 4-H Meet & Greet: Tuesday, January 31, 2023, 4pm – 7pm | Polk County Extension

Consent Calendar

- a. 2023-2024 District Budget Calendar
- b. Re-appointment of Tim Ray (Position 2) to Extension District Budget Committee
- c. Extension Service District Meeting Notes – April 13, 2022
- d. Appoint Greg Hansen as Budget Officer
- e. Approve IGA and lease agreement between OSU and District

Adjourn _____

**Polk Extension Service District
Fiscal Year 2023-2024- Budget Calendar**

- | | | | |
|-----|---|------------------------------|-------------------|
| 1. | Department Budget Request forms
Returned to Budget Officer | 04/28/2023 | Friday |
| 2. | Deliver to Newspaper of Record
Notice of Budget Committee
Meeting (1 st notice) | 04/14/2023 | Friday |
| 3. | Publication of Notice of 11:00 a.m.
05/10/2023 Budget Committee Meeting
(not more than 30 days prior to meeting) | 04/19/2023 | Wednesday |
| 4. | Deliver to Newspaper of Record
Notice of Budget Committee Meeting
(2 nd notice) | 04/28/2023 | Friday |
| 5. | Publication of Notice of 11:00 a.m.
05/10/2023 Budget Committee Meeting
(not less than 5 days prior to meeting) | 05/03/2023 | Wednesday |
| 6. | Budget Officer delivers to the
Budget Committee the Proposed
Budget and the Budget Message | 05/05/2023 | Friday |
| 7. | Budget Committee meets on the
FY 2023-2024 Proposed Budget
Approval | 05/10/2023 | Wednesday (11:00) |
| 8. | Deliver to Newspaper of Record the
Notice of Approved Budget Summary
and Public Hearing on 06/28/2023 | 06/09/2023 | Friday |
| 9. | Publication of Notice of Approved
Budget Summary and Public Hearing
on 06/28/2023 (5-25 days prior to meeting). | 06/14/2023 | Wednesday |
| 10. | Public Hearing on Approved Budget
in conjunction with BOC meeting | 06/28/2023 | Wednesday |
| 11. | Adopt 2023-2024 Budget, make
appropriations and declare tax
levies. | 06/28/2023 | Wednesday |
| 12. | Submit Notice of Tax Levy (LB-50),
Copy of Adopted Budget and
Resolution adopting the Budget
making appropriations and Levy of
Tax to the Assessor. | 07/15/2023
(on or before) | |
| 13. | One copy of the Adopted Budget
to County Clerk | | |

Polk Extension Service District

289 E Ellendale Ave., Suite 301, Dallas, Oregon 503-623-8395

TO: Board of Directors of the Polk Extension Service District
FROM: Nicole Pineda, Executive Assistant
DATE: December 01, 2022
**SUBJECT: RE-APPOINTMENT TO POLK EXTENSION SERVICE DISTRICT
BUDGET COMMITTEE**

RECOMMENDATION:

That the Board re-appoint Tim Ray (Position 2) to a three-year term to the Budget Committee for Polk Extension Service District.

ISSUE:

Should the Board make a re-appointment to the Budget Committee for Polk Extension Service District?

BACKGROUND:

Tim Ray currently serves on the Budget Committee for Polk Extension Service District, and has agreed to continue serving on the Board for another three-year term.

FISCAL IMPACT:

None

BOARD OF DIRECTORS: Craig Pope * Lyle Mordhorst * Jeremy Gordon

Polk Extension Service District Notes

April 13, 2022

In attendance: Commissioner Craig Pope (Chair), Commissioner Jeremy Gordon, Commissioner Lyle Mordhorst, Richard Riggs, Alisha Atha, Yuridia Reyes, Jose Garcia, Susan Busler

1. Commissioner Pope called meeting to order at 10:01 am
2. Comments for items not on agenda

Commissioner Mordhorst and Commissioner Pope recognize (late) Jim Clawson as long-time Extension supporter, Polk County community supporter and PECAN member. His contributions to the community will be remembered and he will be missed.

3. Approval of Agenda. Commissioner Mordhorst moved, Commissioner Gordon second. Passed unanimously.
4. Approval of Consent Calendar. Commissioner Gordon moved, Commissioner Mordhorst second. Passed unanimously.

Consent Calendar

- a. Extension Service District Notes – March 17, 2021
 - b. FY 2022-2023 District Budget Calendar
5. New Business

District Budget Committee

Appointment of District Budget Committee member, Lena Calef. Commissioner Gordon moved to appoint Lena Calef to District Budget Committee, Commissioner Mordhorst second. Passed unanimously.

Administrative Updates – Richard Riggs

- New Director of Extension, Ivory W. Lyles, working on finishing up visiting all counties. Visited Polk in October and November 2021 and met with Commissioners, PECAN, faculty and staff. Has not yet had a chance to meet with Commissioner Pope.
- Extension did not receive funding of our full legislative ask. Some positions that we were hoping to fill will remain vacant.
- Extension Administration is in the process of hiring two Executive Directors – Director of Engagement and Director of Operations. These two positions are not at same level as prior Assoc Vice Provost position, held by Lindsey Shirley.
- New director for NWREC has been hired – Surendra Dara. Has extensive background in research.
- Extension recently hired a new food safety and preservation coordinator – Jared Hibbard-Swanson. Jared comes from Marion Polk Food Share and will have both statewide and regional responsibilities.
- Nicole Anderson – Field crops specialist, who served Polk County, was promoted to statewide position on campus. Marion/Clackamas field crops position is also recently vacant. Nicole's position will remain vacant for now and will ask for legislative money for next go round. Field crops questions from growers will be supported by Nicole in the interim.

Juntos Program Update – Yuridia Reyes & Jose Garcia

- Yuridia serves both Polk and Marion Counties. Jose is the interim Statewide Coordinator, and also serves Yamhill County. He is also the one who initiated the Juntos program initially with Central School District (which has 47% Latino students).
- Juntos focuses on bring college and career access to families, specifically Latino families. Focuses on college enrollment – university, trade, military, community college. The goal is that the student/family have a plan for after graduation.
- Doing high school program at Central – have served Central SD since 2017. Starting another session tomorrow. Activities include:
 - Ongoing family nights. Purpose is to keep students and families engaged all year.
 - College visits
 - Mentoring – whole family. Applications, processes, family English courses; however family needs to be supported to support the student.
 - Always engaging parents in conversation. Many participants are first generation college, low income, English as second language.
 - Student population in Oregon schools 1 of 4 is Latino, but at university it's only 6-7%. Trying to reach closer to parity in college
 - Served about 37 families in past year. Provided virtual opportunities when not able to meet in-person.
 - Trained more than 10 Juntos facilitators in schools.
 - They also serve as liaisons for all Chemeketa students wanting to transfer to OSU.

Susan Busler – 4-H Youth Development

- Suzi works primarily with STEP (Short Term Education Programs) and club-based programming. Emily Lampe, 4-H colleague in Polk County, does outreach education in-school and with partners.
- Suzi created and leads visionary advisory council made up of leaders. Helps to create program goals and increase 4-H visibility in county.
- 4-H stats – Club enrollment 329, STEP 328, School enrichment 110, day camps 118, after school 8, total youth 893. 52 youth and 115 adult volunteers.
- Polk 4-H association provides various scholarships to members for college or to be used to expand their project area.
- Polk has two state 4-H ambassadors, one state senior leadership award winner, and one state community service award winner.
- New Directions
 - Continue to enhance teen leadership at fair.
 - Increase social media presence and use of technology to support programming
 - Expanding STEP program. Increase STEM/STEAM programming.
 - Recruit additional volunteers to meet member needs.

6. Public Comment, Discussion, Announcements – None

Adjourned at 11:10am.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and Polk 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 Polk 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 Polk, Oregon on May 18, 2010, 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 Polk County in consideration of the mutual promises stated herein.

1. OSU AGREES TO:

- 1.1. Deliver OSU educational programs and information to residents of Polk 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 Polk County, OSU hereby accepts and approves

District's delegation of obligations to Polk 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 adopted 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.
- 2.5. District is responsible for adopting the budget and adhering to local budget law.

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.
- 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. 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. **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 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 POLK COUNTY EXTENSION SERVICE DISTRICT

Craig Pope
Chair, Board of Commissioners

Date

Lyle Mordorst, Commissioner

Date

Jeremy Gordon, Commissioner

Date

OREGON STATE UNIVERSITY

Richard Riggs
Western Regional Director

Date

Ivory Lyles
Vice Provost of Extension & Engagement,
OSU Extension Service

Date

Name
Contracts Officer
Business Affairs | PCMM

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.

SPACE USE AGREEMENT

THIS Space Use Agreement (“Agreement”) is entered into by and between Oregon State University (“University”) and Polk County Extension Service District (“District”). Contact persons for the parties, changeable with notice to the other party, are as follows:

Parties: DISTRICT: Polk County Extension Service District
Attn: Greg Hansen, District Administrator
850 Main St
Dallas, OR 97338
Email: hansen.greg@co.polk.or.us

UNIVERSITY: Oregon State University
Attn: Richard Riggs, Western Region Administrator
289 E Ellendale Ave, Ste 301
Dallas, OR 97338
Email: Richard.riggs@oregonsate.edu

With a copy to: OSU Leasing and Strategic Real Property Management
Attn: Director
850 SW 35th Street
Corvallis OR 97333
Email: realestate@oregonstate.edu

WITNESSETH,

WHEREAS, University has need of the following property to conduct Extension Service educational programs; and

WHEREAS, District leases a portion of the property known as Ellendale Plaza located at 289 E Ellendale Ave, Dallas, OR 97338 (the “Property”), from Julia A Cummings Revocable Living Trust (“Owner”); and

WHEREAS, District has Owner’s consent to permit University’s of use the Premises, as defined below, upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. District will provide for University’s exclusive use, a portion of the Property identified as Suites 301, 302 and 303, that includes approximately 3,984 square feet of office and other space, along with the fenced backyard area, as shown on attached Exhibit A (“Premises”), together with access for ingress and egress.
2. University may use and modify the Premises for lawful purposes including but not limited to functions related to the conduct of its business.
3. University is appreciative of District’s willingness to allow University to use the Premises and shall exercise care to not damage same. University shall pay no rent under this Agreement.
4. The term of this Agreement is effective as of July 1, 2021 and will terminate on June 30, 2024.

5. University, its employees, and clientele shall have access to and right to use parking located on the Property on a first-come, first-served basis, in common with other users.
6. District will cause the utilities and services listed below to be furnished to the Premises. Charges will be paid as indicated:

Utility or Service	Monthly Charges Paid By:	
	District	University
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Gas	N/A	N/A
Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Janitorial Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitorial Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Internet	<input type="checkbox"/>	<input checked="" type="checkbox"/>

7. The terms on the attached Exhibit B are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DISTRICT
POLK COUNTY EXTENSION
SERVICE DISTRICT

UNIVERSITY
OREGON STATE UNIVERSITY

Signature

Date

Nicole Neuschwander

Date

Director, Leasing and Strategic Real Property Management

Name/Title

Exhibit A



Yellow = Property
Red = Premisis

Exhibit B
TERMS AND CONDITIONS

INSURANCE – University is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon request. University does not waive the right of subrogation.

District shall secure at its own expense and keep in effect during the term of this Agreement, general liability insurance, including contractual liability and completed operations, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to University.

INDEMNIFICATION - Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 – 30.300 and the Oregon Constitution Article XI, Section 7, University shall indemnify and defend District from any claim, liability, damage or loss arising out of or relating to University's use of the Premises. District shall indemnify and defend University, including its officers, trustees, employees and agents, for any claim, liability, damage or loss caused to University or others as a result of the willful misconduct or negligent acts of District or its employees.

MAINTENANCE AND REPAIRS – District shall perform at District's sole cost and expense all necessary maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, all exterior and interior light fixtures, District-provided fire extinguishers, District-provided window coverings, sidewalks, and parking area which are located in or serve the Premises, maintaining the Premises and the common areas in a hazard-free condition; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, replacing parts or the system as necessary, obtaining required permits and inspections from Codes enforcement authorities; (3) carpets and other floor coverings.

IMPROVEMENTS AND ALTERATIONS -- University may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. University will retain ownership of all fixtures, partitions, personal property and the like placed in the Premises by University. University may, but shall not be required to, remove such items at the end of the Agreement term. All improvements, changes, and/or additions to the Premises must first be approved by District.

FORCE MAJEURE – Neither party shall be liable for any delay or failure to perform its obligations hereunder where such delay or failure is caused by fire, floods, pestilence, disease, pandemic, epidemic, strikes, labor disputes, war, civil commotion, government authority or regulations (whether valid or not) or any other cause beyond reasonable control of the parties.

ASSIGNMENT AND SUBLETTING - University may not assign this Agreement or sublet any portion of the Premises to other parties without District's written consent.

DISTRICT'S COVENANTS - District covenants that it has the right to make this Agreement; that possession of the Premises will be delivered to University free and clear of other tenants and of conflicting claims; that use of the Premises by University for the specific uses set forth above is not in violation of any federal, state or local statute, regulation or ordinance; and that performing the covenants of the Agreement, University may enjoy the rights granted by the Agreement free from rightful interference by any third party.

USE OF ORGANIZATIONS' NAMES - Neither party may use the other party's name without prior written permission.

RELATIONSHIPS - University and District agree they are independent entities and neither party may make commitments or enter into agreements on the other's behalf.

HOLDOVER –

- A. If University does not vacate the Premises at the time required, District shall have the option to treat University as a holdover tenant leasing from month-to-month, subject to all of the other provisions of this Agreement, or to eject University from the Premises and recover damages caused by wrongful holdover.
- B. If a month-to-month tenancy results from a holdover by University under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from either party given not less than sixty (60) days prior to the termination date which shall be specified in the notice.

DEFAULT - Neither party shall be in default under this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there will be no default if the

responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default, the nondefaulting party may terminate this Agreement with thirty (30) days' prior written notice to the defaulting party. In the case of default, the nondefaulting party may use any remedy available at law or equity.

TERMINATION – This Agreement may be terminated immediately by mutual consent of both parties or by either party upon ninety (90) days' prior written notice.

NOTICES – Notices between the parties shall be in writing, effective when personally delivered to the specified contact person shown on Page 1 of this Agreement, or if mailed, effective forty-eight (48) hours following mailing to the address for such party specified or such other address as either party may specify by notice to the other, or by confirmed electronic mail.

PROPERTY TAXES – University is a tax-exempt entity not subject to real property or personal property taxes. If University so chooses, University is responsible for applying to Polk County for a tax exemption for its use of Premises. University shall submit a copy of its tax exemption to District following approval by Polk County. Attributable tax savings resulting from such property tax exemption will inure solely to the benefit of University as outlined in ORS 307.112. District shall cooperate, as needed, to assist University in completing the tax exemption process.

GOVERNING LAW – This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Polk County, Oregon.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT AND UNIVERSITY, BY THE SIGNATURES OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.