

**INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF BEND, CITY OF
REDMOND, AND DESCHUTES COUNTY TO FUND
BEHAVIORAL HEALTH SPECIALIST 1, CRISIS TEAM POSITION**

This Intergovernmental Agreement (“Agreement”) is among the City of Bend, an Oregon municipal corporation (“Bend”), the City of Redmond, Oregon, an Oregon municipal corporation (“Redmond”), and Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Behavioral Health Division (the “County”), each a Party and together the Parties.

RECITALS

- A. ORS 190.003 through 190.110 authorize state and local governmental entities and agencies to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform.
- B. The County, by and through its Health Services Department, provides behavioral health services to residents of Deschutes County. These services include paraprofessional and professional behavioral health services designed to decrease the impact of mental and emotional disturbances to clients, including those suffered in connection the opioid crisis.
- C. The State of Oregon has reached agreement on national lawsuits against several companies for their role in the opioid crisis. The settlement funds have been distributed to participating local governments within the state, including the Parties.
- D. On August 30, 2023, the County approved use of its opioid settlement funds for a multi-year strategy five-year plan that adds capacity and expands existing efforts by: (1) adding targeted expert Opioid Use Disorder (OUD) prevention; (2) increasing coordination of surveillance and overdose prevention activities; (3) sustaining existing crisis interventions; (4) adding direct coordination of services to forensic population; and (5) adding recovery peer services.
- E. On December 15, 2021, the Bend City Council authorized the City Manager to sign final allocation agreement with the State of Oregon for Bend’s share of the opioid settlement funds.
- F. Bend now desires to provide \$60,000 of its opioid settlement fund allocation to the County to fund a Behavioral Health Specialist I position that was originally funded through American Rescue Plan Act (ARPA) dollars as a way to extend the ability for Mobile Crisis to respond without Law Enforcement to certain call types.
- G. Redmond agrees to provide \$30,000 to the County to fund the Behavioral Health Specialist I position.

H. The Parties acknowledge and agree that the funding of the FTE Behavioral Health Specialist I position is an Allowable Use, consistent with Exhibit E of the opioid settlement agreement(s), attached as Exhibit B.

TERMS OF AGREEMENT

1. Effective Date/Duration. This Agreement is effective when signed by all parties (“Effective Date”) and shall remain in effect through December 31, 2025.
2. Termination. This Agreement may be terminated by the County upon 30-days written notice to the other Parties. Any Party may terminate this Agreement upon not less than thirty (30) calendar days written notice of any uncured breaches of the Agreement. In the event of termination, all Misexpended Funds or Unexpended Funds, as defined below, shall be promptly returned to Bend and/or Redmond, as applicable.
3. Obligations.
 - a. Bend shall pay to the County \$60,000 within 30 days of the Effective Date for the sole purpose of funding the Position.
 - b. Redmond shall pay to the County \$30,000 within 30 days of the Effective Date for the sole purpose of funding the Position.
 - c. Bend and Redmond each acknowledge that the Deschutes County Sheriff is paying to the County \$30,000 for the same purpose.
 - d. The County agrees to pay any additional monies as might be required to fully fund the position.
 - e. The obligation to fund the position under this IGA shall be for one year.
 - f. The job description for the FTE Behavioral Health Specialist I shall be substantially similar to the job description attached hereto as Exhibit A.
 - g. The County acknowledges that without ongoing continued funding from the State or local entities the position may not be retained beyond December 2025.
4. Compliance with Federal, State and Local Laws. County shall comply with and obey all applicable federal, state and local laws, regulations, executive orders, and ordinances.
5. Recovery of Overpayments. Any funds disbursed to the County under this Agreement that are expended in violation or contravention of one (1) or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must

be returned to the Bend or Redmond, respectively. The right to recovery provided in this section is in addition to and not in lieu of any right which Oregon law provides for breach of contract.

6. Maintenance of Records; Public Records. Each Party shall have access to the books, documents, and other records of the which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
7. Independent Parties; Conflict of Interest. None of the Parties is not an officer, employee, or agent of other as those terms are used in ORS 30.265 or otherwise. None of the Parties, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
8. Indemnification. The County shall defend, indemnify, and hold the each of Bend and Redmond, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the Bend or Redmond, respectively, its officers, agents, employees and volunteers. The County agrees that it is not an agent of Bend or Redmond and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
9. Insurance. The County shall have adequate insurance to cover the risks arising out of this Agreement. The County shall be required responsible for providing workers' compensation insurance as required by law. County's program of self-insurance shall satisfy the requirements of this paragraph.
10. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
11. Notices. All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party be personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend:
710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager,
Phone: 541-388-5505
Fax: 541-385-6676

Email: eking@bendoregon.gov

City of Redmond City of Redmond
ADDRESS 411 SW 9th St
ADDRESS Redmond, OR. 97756
Phone: 541-923-7710
Fax: 541-548-0706
Email: keith.witcosky@redmondoregon.gov

Deschutes County
ADDRESS 2577 NE Courtney Drive
ADDRESS Bend, OR 97701
Phone: 541-322-7508
Fax:
Email: holly.harris@deschutes.org; cc: grace.evans@deschutes.org

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or email shall be deemed served upon receipt of the facsimile or email, followed by mail delivery.

12. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties. The Parties may amend this agreement by a written amendment properly executed by both Parties.
13. No Third-Party Beneficiaries. Bend, Redmond and the County 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 identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
14. Waiver. The Parties' failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of that Parties' right to performance in the future and shall not operate as a waiver of the Parties' right to enforce any other provision of this Agreement.
15. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

16. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

DATED: August __, 2024

CITY OF BEND

Eric King, City Manager

CITY OF REDMOND

Keith Witcosky, City Manager

DESCHUTES COUNTY

Nick LeLack, County Administrator

APPROVED AS TO FORM:

Bend City Attorney

Redmond City Attorney

County Counsel