

INTERGOVERNMENTAL AGREEMENT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL AND DESCHUTES COUNTY PARTICIPATION IN DESCHUTES COUNTY PUBLIC MENTAL HEALTH SERVICES RECRUITMENT AND RETENTION PROGRAM {DESCHUTES COUNTY DOCUMENT #2022-782

PARTIES:

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave.
Bend, Oregon, 97701 (“COIC”)

Deschutes County, Oregon
1300 NW Wall St.
Suite 206
Bend, OR 97703 (“County”)

This Intergovernmental Agreement for program management and related funds (this “Agreement”) is dated October 28, 2022, but made effective for all purposes as of the effective date (as defined below), and is entered into between Deschutes County (“County”), a political subdivision of the State of Oregon, and Central Oregon Intergovernmental Council (“COIC”), an intergovernmental entity formed and operated pursuant to ORS 190.003-190.150.

RECITALS:

- A.** 2022’s House Bill 4004 resulted in allocated funds to Deschutes County (including \$866,000, the focus of this Agreement), to provide financial assistance to support behavioral and mental health wellness through mental health professionals’ recruitment and retention efforts in Deschutes County.
- B.** Deschutes County may add to the program funds transferred to COIC, at its discretion.
- C.** COIC will be administering these monies in collaboration with the County, to best deploy the funds.

IT IS, THEREFORE AGREED:

1. Term.

This agreement will be effective as of October 28, 2022. This is known as the Effective Agreement Date. No services shall be performed prior to the Effective Agreement date. This agreement will continue until all monies under the program have been paid out or returned or until otherwise terminated by the County.

2. Statement of work.

This Program is detailed further in Exhibit A, Statement of Work, attached hereto and incorporated herein by reference. The parties shall periodically communicate on administration of the program.

3. Compensation

County shall allow COIC a not-to-exceed 5% of total program funds as payment for administrative fees. The parties shall meet and review actual costs after six months from execution. As more fully described in Sections 4 and 6 below, COIC will provide County with reports specific to administration services and disbursement of funds. COIC will timely prepare any tax information reporting.

4. Reporting and Payment Schedule

COIC will report to County regarding costs of the program including administrative costs and uses of the funds on a quarterly basis.

County shall transfer program funds upon execution of this Agreement, and no later than November 30, 2022.

5. Execution of Work.

COIC shall at all times perform the work diligently, without delay, and punctually fulfill all requirements herein.

This Agreement outlines the entire relationship between COIC and County for purposes stated in statement of work. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

6. Books and Records.

COIC shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards

and state minimum standards for audits of municipal corporations. COIC shall provide a report to the County upon request, outlining financial activities of these funds.

COIC acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of COIC which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by County. If for any reason any part of this Agreement is involved in litigation, COIC shall retain all pertinent records for not less than three years after all litigation is resolved or in accordance with applicable ORS County record retention requirements, whichever is longer. Full access will be provided to County and to its duly authorized representatives in preparation for and during litigation.

7. Termination.

This Agreement may be terminated for convenience by either party at any time prior to the expiration date upon 30 day written notice. If one party believes the other party to be in violation of this Agreement, that party shall notify the second party in writing of the circumstances leading to this conclusion. The party alleged to be in violation shall have 15 days to remedy the violation after which, if the violation continues to exist, the agreement will automatically terminate.

8. Litigation.

All claims, counterclaims, disputes and other matters in question between COIC and County arising out of, or relating to, this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or, if not so agreed, in a court of competent jurisdiction within the State of Oregon and Deschutes County. In the event of any dispute arising from this Agreement each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial, and appeal.

9. Indemnity and Insurance.

9.1 County and/or COIC agrees to indemnify, defend, and hold harmless each other from all claims, lawsuits and actions of whatever nature brought against it which arise from COIC and/or County's performance or omissions under this Agreement. No party shall be required to defend or indemnify the other for any claim or liability arising out of wrongful, or negligent acts or omissions of its own employees or representatives. Failure to supervise on the part of COIC and/or County shall not constitute a defense to the indemnity obligation imposed by this provision. This provision is subject to the

limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- 9.2 COIC and County will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which either is normally exposed. Minimum coverage limits of \$1,000,000 / \$2,000,000 are required. COIC and County will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Insurance requirements may be satisfied by existing program of self-insurance.
- 9.3 County shall indemnify and hold harmless COIC from any claims arising from the County's receipt of source funds resulting from HB 4004 (2022). COIC shall indemnify and hold harmless County from any claims arising from COIC's utilization of source funds from County.

10. Successors & Assigns.

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. After this Agreement is executed, County and/or COIC may enter into any new written sub agreements, upon signature of both parties, for any work scheduled under this Agreement.

11. No Partnership.

COIC will act as an independent contractor for this project. This agreement is not intended to create a partnership, employment status or joint venture.

12. Compliance with Applicable Laws.

- 12.1 County agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Both parties hereby consent to the personal jurisdiction of all state courts within Deschutes County, and all federal courts within the State of Oregon.
- 12.2 COIC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

13. Tax Compliance.

By signature on this agreement, COIC hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon Tax Laws. For the purpose of this certification, "Oregon Tax Laws" are ORS Chapter 118, 119, 314, 316, 317, 318,

320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

14. Severability.

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

15. Force Majeure.

No party shall be held responsible for delay or default caused by fire, riot, public health emergencies and orders of federal, state, county and/or city jurisdictions, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligation under the agreement.

16. Waiver.

The failure of COIC and/or County to enforce any provision of this agreement shall not constitute a waiver by COIC and/or County of that or any other provision.

17. Ownership.

COIC and County will have full access to, and rights to use, all documents prepared under this agreement.

18. Other Provisions.

COIC and County shall protect and indemnify each other against any payroll taxes or contributions imposed with respect to any employees of COIC and County by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects.

19. Signatures

This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

20. Attachments

The following attachments are part of and applicable to this Agreement:

Exhibit A – Statement of Work

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COIC AND CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

By _____ Date _____
Tammy Baney, Executive Director

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A
STATEMENT OF WORK

Deschutes County will transfer to COIC the remaining funds received by the State Legislature from HB4004 (2022) to support public mental health employee retention and recruitment efforts, estimated at approximately \$866,000. COIC will use these restricted funds in collaboration with Deschutes County staff to support the County's retention and recruitment efforts related to public mental health employment, developing a specific and targeted program to attract and support mental health employment opportunities in Deschutes County.

COIC will report to County on the uses of these funds and remaining available funds on a quarterly basis until all funds are exhausted.