

INTERGOVERNMENTAL AGREEMENT  
CITY OF HERMISTON and UMATILLA COUNTY  
Municipal Court Intervention Program

WHEREAS the City of Hermiston and Umatilla County are recipients of proceeds from the National Opioid Settlements, include the including the Distributor and Janssen Settlements. Some settlement proceeds have been received by the parties and annual payments are expected to continue for several years into the future;

WHEREAS the parties desired to pool settlement proceeds to establish a municipal court intervention program and fund a mentor position to connect identified defendants with needed services within the region;

WHEREAS ORS 190.010 authorizes the City of Hermiston and Umatilla County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the parties agree to the following regarding a municipal court intervention program within Umatilla County:

1. Umatilla County will provide for the administration of the municipal court intervention program within Umatilla County.
2. Umatilla County will contract with Community Counseling Services to provide the services for the program, including the employment of an individual to act as a mentor to participants and connect participants with needed services.
3. Umatilla County will fund the program from its proceeds from the National Opioid Settlements, along with other settlement proceeds the county receives from other entities, including City of Hermiston.
4. City of Hermiston agrees to pay its share of the National Opioid Settlements to Umatilla County, within 30 days of receipt of such funds.
5. Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.
6. This understanding may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:

CITY OF HERMISTON

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Byron D. Smith, City Manager

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

UMATILLA COUNTY  
through its Board of Commissioners

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Daniel N. Dorrان, Chair

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John M. Shafer, Commissioner

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Celinda A. Timmons, Commissioner

Date: