

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made and entered into by and between the following parties:

Yamhill County, a political subdivision of the State of Oregon, (**County**), of **627 NE Evans St., McMinnville, OR 97128**, and

THE OREGON JUDICIAL DEPARTMENT on behalf of its 25th JUDICIAL DISTRICT, (Court), whose Federal Employer Identification Number is 93-0613223, with a principal address of **535 NE 5th Street, McMinnville, OR 97128**.

PROGRAM ABSTRACT: **Yamhill County Mental Health Court (MHC)**

TOTAL CONTRACT SUM: **\$ 57,112.20**

Court shall perform all necessary work in order to accomplish the services specified in consideration of the mutual agreements hereinafter set forth. IT IS AGREED:

- 1. Term of Agreement.** This Agreement shall be effective and subaward granted hereunder shall commence on **January 1, 2020**, and shall terminate on **June 30, 2021**, except as provided by the termination and non-funding provisions set out below.
- 2. Reimbursement.** County agrees to reimburse the Court each quarter, for all allowable expenses incurred under this Agreement during the contract term period, up to an amount not to exceed **\$57,112.20**. Such reimbursements shall be made upon receipt of a statement and appropriate supporting documentation of allowable expenses in the prior quarter submitted to the County by the Court. This statement will be in accordance with reporting requirements of the Oregon Criminal Justice Commission (CJC) **Grant Agreement SC-211MP-05 ("Grant")** and within the parameters of the Grant's budget (see **Exhibit A**). Without limiting the generality of the prior sentence, the Parties agree that those expenses detailed in **Exhibit B** are within the parameters of the approved Grant budget. Payment to the Court is contingent upon County receiving funding from the CJC for the expenses provided in this Agreement. If payments to County are reduced by the CJC, payments to the Court may be reduced on a pro-rata basis.
- 3. Court Duties.** The Court agrees to provide a **.3 FTE** Court Coordinator, during the term of this Agreement, for the MHC.
- 4. County Duties.** The County will provide services to the **MHC** as described in the CJC Grant Agreement (**Exhibit A**).
- 5. Declaration of the Nature of the Contractual Relationship.** The Court is an independent contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Court.

6. Contribution.

- a.** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "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, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 Section and a 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 contribution obligation under this Section with respect to the Third Party Claim.
- b.** With respect to a Third Party Claim for which County is jointly liable with the Court (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Court in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the Court on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the Court on the other hand 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. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if County had sole liability in the proceeding.
- c.** With respect to a Third Party Claim for which the Court is jointly liable with County (or would be if joined in the Third Party Claim), the Court shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the Court on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Court on the one hand and of County on the other hand 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. The Court's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State of Oregon had sole liability in the proceeding.

7. Termination; for Cause, Non-funding, Convenience.

7.1 For Convenience. Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the other party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

7.2 For Cause County. Subject to the terms of this section, it is further agreed that County may immediately terminate this Agreement without liability or penalty for cause by mailing of written notice to the Court at the Court's address given above, specifying cause for the unsatisfactory performance or nonperformance. The CJC is the sole judge of the Court's unsatisfactory performance or nonperformance for the purpose of providing notice of default on the Agreement. The County agrees to allow the Court 30 days to cure the default before proceeding to terminate the Agreement.

7.3 For Cause Court. It is further agreed that Court may immediately terminate this Agreement without liability or penalty for cause by mailing of written notice to the County at the County's address given above, specifying cause for the unsatisfactory performance or nonperformance. Except for a default arising under County's financial obligations arising under this Agreement, Court agrees to allow the County 30 days to cure the default before proceeding to terminate the Agreement. If the default is of a nature that cannot be cured within 30 days, County shall be deemed to have cured if County has taken reasonable steps to remedy the default within 30 days, and continues to make reasonable efforts to cure.

7.4 Funding. Either party may immediately terminate this Agreement without liability or penalty by mailing written notice to the other party at the party's address given above, due to the loss of available funding.

8. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

9. Records Maintenance; Access.

a. The Court shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Court shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Court's performance hereunder. The Court acknowledges and agrees that County, the CJC, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by the Court for a minimum of six years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. County. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance hereunder. The County acknowledges and agrees that Court, the CJC, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by the County for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

10. Assignment. The Court shall not assign this Agreement in whole or in part for any purpose without the express written consent from County and CJC.

11. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision 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.

12. Governing law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the circuit court of Marion 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 with the United States District Court for the State of Oregon.

13. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

14. Attachments. All attachments, schedules, and exhibits which are referred to in this Agreement are incorporated into this Agreement.

15. Ambiguities. Each party has participated fully in the review and revision of this Agreement and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter.

16. Captions. The captions or headings in this Agreement are for convenience only and in no way affect the meaning or interpretation of the Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same agreement.

18. Entire agreement. The foregoing and all attached exhibits constitute the entire Agreement between the parties. It may not be changed, except that amendments may be made provided the same are in writing and signed by the parties hereto. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized persons whose signature appears below. Each party, 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. Each person signing this Agreement represents and warrants that they have the authority to execute this Agreement.

OREGON JUDICIAL DEPARTMENT
on behalf of 25TH Judicial District

YAMHILL COUNTY

By: 

By: 

Name: Nancy J. Cozine

Name: Mary Starrett

Title: State Court Administrator

Title: Chair - Board of Commissioners

Date: 3/16/2021

Date: 3/11/21

Accepted by Yamhill County
Board of Commissioners on
3/11/21 by Board Order
#: 21-95

EXHIBIT A
CRIMINAL JUSTICE COMMISSION SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT

B.O. 21-95
Exhibit "A"

EXHIBIT B
ALLOWABLE EXPENSES DETAILS

PERSONNEL COSTS:

TREATMENT COURT COORDINATOR (.3 FTE FOR 18 MONTHS)

PERSONNEL TOTAL: \$56,122.20

TRAINING:

INCLUDES NADCP VIRTUAL CONFERENCE REGISTRATION

TRAINING TOTAL: \$990.00

B.O. 21-95
Exhibit "B"