

**INTERGOVERNMENTAL AGREEMENT
FOR BEHAVIORAL HEALTH SERVICES
City of McMinnville 2024**

THIS AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department, hereinafter referred to as the “County”, and City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its designated officials, hereinafter referred to as the “City”.

RECITALS

WHEREAS, The County and the City are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that the agency has authority to perform; and

WHEREAS, The City requires the performance of certain services described herein, and the County agrees to perform all services described herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

AGREEMENT

1. **TERM.** This Agreement’s Term is one year, beginning on March 1, 2024, and ending on February 28, 2025, with up to three optional one-year extensions, unless otherwise terminated as provided herein. Such extensions must be by written amendment to this Agreement and be executed within 90 days prior to the ending date of the Term/
2. **CONSIDERATION.** The City shall pay the County at the rate of \$40,000 per year, but not in excess of \$40,000, for performing the work and delivering the deliverables required of County under this Agreement. Payment shall be made upon County’s submittal of an invoice to City for any portion of the full annual amount, which City shall pay within 30 days. County shall submit the invoice at no more than monthly intervals.
3. **SERVICES.** The County agrees to perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of the City.
4. **INDEPENDENT CONTRACTOR.** The City and the County are independent contractors and not employees of or agents of each other. Neither party shall 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 other party.
5. **REPRESENTATIONS AND WARRANTIES.**
 - a. County Representations and Warranties. The County represents and warrants to the City that:

- i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
 - v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms;
 - vi. The County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and the County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
 - vii. The County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
- b. City Representations and Warranties. The City represents and warrants to the County that:
- i. The City is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The City has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the City of this Agreement: (a) has been duly authorized by all necessary action of the City; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any City ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the City is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained;
 - v. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

6. **AMENDMENT.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
7. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. **INDEMNIFICATION.** Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement.
9. **INSURANCE.**
 - a. Workers Compensation. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
 - b. General Liability. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
 - c. Professional Liability. To the extent applicable, each party shall obtain and at all times keep in effect professional liability insurance as required by law.
10. **TERMINATION.**
 - a. Termination for Convenience. Either party may terminate this Agreement in whole or in part 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 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.
 - b. Termination for Cause. It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
 - i. Either party breaches any of the provisions of this Agreement;
 - ii. A party no longer holds all licenses or certificates that are required to perform the services required under this Agreement;
 - iii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or either party is prohibited from paying for such services from the planned funding source.

11. **FORCE MAJEURE.** Neither the County nor the City shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the City. Both parties 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 obligations under this Agreement.
12. **ASSIGNMENT; DELEGATION; SUCCESSOR.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
13. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The City hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
14. **RECORDS.** The Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government 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 copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties 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.
15. **NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Health and Human Services
ATTN: Jason Henness
535 NE 5th Street
McMinnville, Oregon 97128
hennessj@co.yamhill.or.us

City: McMinnville Police Department
ATTN: Chief Matt Scales
121 SW Adams St.
McMinnville, OR 97128
Matt.Scales@mcminnvilleoregon.gov

16. WAIVER. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that 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.
17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall 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.
18. COUNTERPARTS. This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
19. 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 the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. SURVIVAL. All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR 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. THE CITY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

CITY OF MCMINNVILLE, OREGON



Signature

Jeff Towers

Name (printed)

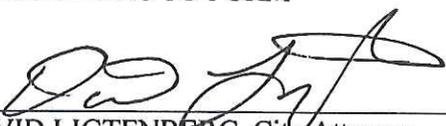
City Manager

Title

February 15, 2024

Date

APPROVED AS TO FORM

By: 
DAVID LIGTENBERG, City Attorney

YAMHILL COUNTY, OREGON

DocuSigned by:

Lindsay Berschauer
Chair, LINDSAY BERSCHAUER

DocuSigned by:

Mary Starrett
Commissioner, MARY STARRETT

DocuSigned by:

Kit Johnston
Commissioner, KIT JOHNSTON

3/21/2024

Date

APPROVED AS TO FORM

DocuSigned by:

By: Jodi Collicott
CHRISTIAN BOENISCH, County Counsel

**Approved by the BOC on: 3/21/24
via Board Order No.: 24-78**

Exhibit A

Community Wide COS Services

- 1) 24/7 mobile crisis response for entire county at LE or 988 crisis hotline request.
- 2) 2-person crisis response team
- 3) Risk evaluation for mental health incidents

Expanded COS Services McMinnville - Scope of Work

In addition to the mobile crisis services required under OAR 309-019-0150 of Yamhill County Health and Human Services (YCHHS) as a Community Mental Health Program, YCHHS will provide the following:

- 1) Training and Information meetings (1hr/month)
 - a) Community Outreach Services (COS) Team will conduct information meetings for various stakeholder groups as requested (McMinnville city staff, Visit McMinnville, Downtown Business Assoc, McMinnville Homeless Task Force, etc.)
 - b) Training information to include engaging with individuals with apparent behavioral health challenges, when to contact crisis workers, when to call 911.
 - c) What to expect from COS response, what resources are available.
- 2) Providing proactive outreach to individuals known to demonstrate behaviors that violate the city's codes on publicly owned property (parks, library, etc.) or privately owned business properties, (downtown, Riverside Dr, Marsh Ln) even when no apparent crisis behavior is being exhibited. This will also include individuals suspected to be under the influence of substances. (2hr/wk = 8.7 per month)
- 3) Visibly patrolling the 3rd street business area during identified peak times to check-in with storefront staff. (7hr/wk = 30.3 per month)
- 4) Tabling at select community street fair events to raise community awareness of services and supports available through YCHHS. (2hr/month)
- 5) Working with the Municipal court and its community court (6hr/month)
 - a) Attending community court 2x/month to provide outreach and resource information to court participants.
 - b) Follow-up with court participants who are willing to engage.
- 6) Coordinate regular staffing meetings between McMinnville PD and COS to discuss community members of concern for behavioral health crisis. (4hr month)
- 7) Provide quarterly report on training and outreach activities of COS under this agreement.

Exhibit A

- a) Identify community stakeholder groups where presentations occurred.
- b) Log of outreach activity including dates and locations visited.

*Estimated Total approximately 52hr/month of direct work