

**INTERGOVERNMENTAL AGREEMENT
Between Hood River County and Wasco County
For Behavioral Health Deflection Program**

This Intergovernmental Agreement is entered into on the last signed date below, by and between HOOD RIVER COUNTY, a home rule county and political subdivision of the State of Oregon ("Hood River County"), and WASCO COUNTY, an Oregon political subdivision ("Wasco County"), pursuant to ORS chapter 190.

RECITALS

WHEREAS, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

WHEREAS, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform; and

WHEREAS, pursuant to House Bill 4002 which re-criminalized possession of certain controlled substances and allocated funding to create alternative programs to address addiction, Hood River County and Wasco County, by and through their respective Sheriff Departments, agreed to apply to the State of Oregon, Criminal Justice Commission (CJC) Behavioral Health Deflection Grant Program as a consortium for the purposes of funding staffing, materials and services to operate a deflection program implementing the nationally recognized LEAD (Law Enforcement Assisted Diversion) program model; and

WHEREAS, Hood River County, as the designee of Wasco County, was awarded \$304,150 as set forth in the attached BHD-25-11 Grant Agreement and Amendment No. 1, between CJC and Hood River County, and will operate the program for both counties, under the umbrella of the Hood River County Sheriff's Office Parole and Probation Division; and

WHEREAS, the grant funds will be utilized to hire a Program Analyst, LEAD Navigator and additional staff as may be authorized in the future to staff the deflection program; and

WHEREAS, the parties desire to enter into an intergovernmental agreement for the purpose of acknowledging receipt and application of the grant funds for administration of the deflection program for both counties by the HRC SO-Parole and Probation Division, and the grant funded staff positions.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the Parties agree as follows:

1. Effective Date, Initial Term and Renewal. This Agreement shall be effective on January 1, 2025 (Effective Date) and shall have an initial term of 2 years (24 months) from the Effective Date. At the conclusion of the initial term, this Agreement shall automatically renew for successive 2-year (24-month) terms thereafter unless and until either party gives notice to the other party of its intent to terminate the Agreement. Notice of intent to terminate may be given at any time, and termination shall be effective 30 days after Notice of Intent to Terminate is delivered to the non-terminating party. Such

notice shall be deemed delivered on the day it is placed in the US Mail and First Class Certified, return receipt requested. Termination under this section shall not affect any obligations or liability accrued prior to the effective date of termination.

2. Modification. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.
3. Obligations of Hood River County. Hood River County shall perform the following:
 - a. Hood River County shall staff and administer the deflection program by and through the HRC SO-Parole and Probation Department consistent with the terms and conditions of the BHD-25-11 Grant Agreement, as amended, and the program requirements which require staff to assist individuals whose behavioral health conditions, including substance abuse disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system.
 - b. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
4. Obligations of Wasco County. Wasco County shall perform the following:
 - a. Wasco County shall continue to partner in the consortium and provide 24-hour accessible office space in Wasco County for touch down space for Deflection Program staff with Wasco Sheriff's Department and District Attorney.
 - b. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
5. Accounting; Reporting Requirements. Hood River County shall submit to CJC quarterly expenditure reports and monthly data reports as set forth in the Reporting Requirements Schedule stated in Exhibit A of the BHD-25-11 Grant Agreement, as amended.
6. Compliance with Applicable Law. Each party shall comply with all applicable federal, state and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. Wasco County and Hood River County shall not be responsible for filing any reports or other documentation and performing any tests required by any federal, state or local agency with jurisdiction over employment or the services provided under this Agreement when providing services for one another. Wasco County and Hood River County shall be responsible for compliance with any and all applicable statutory obligations and maintaining in good standing during the term of this Agreement any certifications or licenses required by CJC or the LEAD program.

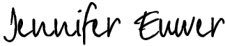
7. Independent Contractor. Hood River County employees shall remain Hood River County employees while performing services for Wasco County under this Agreement and during that time shall serve as independent contractors to Wasco County. Neither party nor its employees performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law. All persons shall be subject exclusively to the standards of performance and disciplinary rules and other terms and conditions of their employer.
8. Indemnification. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, hold harmless and defend the other, its officers, agents, and employees against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the provision of services under this Agreement, except where the loss or claim is alleged to be attributable to the indemnifying party's negligent or intentional acts or omissions. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
9. Insurance. Each party shall maintain general liability insurance, or self-insurance in accordance with ORS 30.282, for the duration of this agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. Each party shall also maintain workers compensation, unemployment and any other customary or contractual insurance or benefit for its employees who will provide independent contractor service to the other party under this Agreement.
10. Tort limits. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and funding for this Agreement is contingent on each party appropriating funds therefor.
11. Merger and Entire Agreement. This Agreement, and the recitals, constitute the entire agreement between the parties with regard to the matters addressed herein. No terms or representations not set forth in this Agreement shall be considered a part of or enforceable under this Agreement. Execution of this Agreement shall extinguish all prior agreements between the parties as to the subject matter addressed herein, or any part of this subject matter.
12. Statutory Intergovernmental Agreement and Authority. This Agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully bind the party to its terms.
13. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

14. Dispute Resolution and Attorney Fees. Any dispute arising under this Agreement shall be resolved, first, through direct communication between Hood River County Administrator and Wasco County Administrative Officer, including any appropriate staff, then by mediation and then by binding arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

HOOD RIVER COUNTY:

Signed by:



By: Jennifer Euwer, Chair

WASCO COUNTY:



By: Scott C. Hege, Chair

2-5-2025

Date