



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2020-091

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND CITY OF SHERWOOD FOR PUBLIC MENTAL HEALTH AND COMMUNITY PSYCHE PROGRAM

WHEREAS, as part of the federal CARES Act allocation to Washington County, the County Board of Commissioners approved a distribution of \$1,000,000 for building Public Mental Health and Community Psyche; and

WHEREAS, within this allocation, \$250,000 was identified for Commissioner District 3, which includes the cities of Sherwood, Tualatin, Tigard, King City, Durham and portions of unincorporated Washington County; and

WHEREAS, the attached funding exchange agreement between Washington County and the City would allow for the funding and implementation of community programs that fulfill the County's goal of building public mental health and community psyche responding to COVID-19; and

WHEREAS, under said agreement, the City of Sherwood would use its unrestricted funding to support the programs in exchange for an additional allocation provided by the County through the County's Cities and Special Districts Assistance program for up to \$120,000 in a separate agreement; and

WHEREAS, the City of Sherwood would manage these funds for program use by the City of Sherwood and the City of Tualatin, with the current estimate of funds that would be available to use out of the county allocation for the City of Sherwood being \$47,340.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign an Intergovernmental Agreement with Washington County in a form substantially similar to Exhibit 1.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th day of December 2020.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND CITY OF SHERWOOD
For Public Mental Health & Community Psyche Program**

**FOR COORDINATION OF A FUNDING EXCHANGE OF FEDERAL CARES GRANT
AND UNRESTRICTED FUNDS TO SUPPORT COMMUNITY EVENTS**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County," and the CITY OF SHERWOOD, acting by and through its elected officials, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, prohibited non-essential social and recreational gatherings of individuals outside of home or place of residence and imposed social distancing requirements that curtailed traditional committee gatherings and events; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary expenses associated with the COVID-19 Public Health Emergency; and

8. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$1,000,000.00 from the County's allocation of the Fund for building Public Mental Health and Community Psyche as one of the four principles for the utilization of the County's allocation of the Fund. Included in the Public Mental Health and Community Psyche allocation was \$250,000 identified for Washington County District 3. The City was identified as one of the conveners of District 3; and
9. WHEREAS, on the same day, the Washington County Board of Commissioners approved the distribution of \$7,000,000.00 from the County's allocation of the Fund (Cities and Special Districts Assistance Program) to provide economic relief and reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and
10. WHEREAS the City has applied and is eligible for an allocation of a portion of the Cities and Special Districts Assistance Program funds as a Subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of unbudgeted necessary expenses due to the COVID-19 public health emergency; and
11. WHEREAS, in the process of collaborating with the County on the Public Mental Health and Community Psyche Program, City indicated that the County's goal of building public mental health and community psyche could be met with programs financed with unrestricted funds of the City;
12. WHEREAS, the County, in recognition of City's commitment to fund programs supporting the County's Public Mental Health and Community Psyche Program with unrestricted City funds, desires to increase City's allocation of funds under the County's Cities and Special Districts Assistance Program in an equal amount in a fund exchange agreement; and
13. WHEREAS, on August 4, 2020 the Washington County Board of Commissioners reallocated \$1,000,000.00 from the Public Mental Health and Community Psyche program to the Protect Public Health – Cities and Special Districts Assistance Program.

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the Parties agree as follows:

Article 1 COUNTY OBLIGATIONS

- 1.1 County shall allocate and distribute an additional \$120,000 under the Cities and Special Districts Assistance Grant Program to City by separate agreement with City in exchange for City's obligations as stated in this Agreement. The allocation

described herein shall be in addition to funds City is otherwise eligible for under the Cities and Special District Assistant Grant Program.

- 1.2 County shall review, verify, and approve all reporting submissions from City.

Article 2 CITY OBLIGATIONS

- 2.1. City agrees to dedicate and use \$120,000 in unrestricted City funds for the Public Mental Health & Community Psyche Program.
- 2.2. City shall conduct or shall cause the events and activities provided in Attachment A, made and incorporated herein, to be conducted in accordance with this Agreement. The events and activities provided in Attachment A, have been identified and planned to satisfy the requirements of the County's Public Mental Health and Community Psyche Program as detailed below. Any supplement or amendment of Attachment A will be submitted to the County, together with corresponding estimated or actual budget for County prior approval and shall:
 - 2.2.1. Aim to supplant and replace other community events and activities that have been cancelled, restricted, or postponed due to the COVID-19 public health crises; and
 - 2.2.2. Be designed and implemented in a manner that complies with all applicable Federal, State or local regulations or orders pertaining to the safe operation of any event or activity including regulations or orders that require gatherings to be limited or restricted in occupancy or size; and
 - 2.2.3. Be planned and carried out with a focus on diversity, equity, and inclusiveness of all County residents; and
 - 2.2.4. Include a mixture of events and activities designed to reach as many County District 3 residents as possible including those living in unincorporated areas of District 3.
- 2.3. City shall expend the unrestricted City funds for the purposes described herein between March 1, 2020 and March 31, 2021.
- 2.4. City shall provide three written reports to County, describing in reasonable detail all event or activity related expenditures during the reporting period and provide documented proof of said expenditures.
 - 2.4.1. The first report shall cover the period of the effective date of this agreement through December 31, 2020 and shall be submitted to County no later than January 15, 2021.

- 2.4.2. The second and final report shall cover the period of January 1, 2021 through March 1, 2021 and shall be submitted to County no later than April 15, 2021. The final report should contain a list of all the programs executed, the final amount spent on each program, and the community impact of the program.

City shall supervise or cause the proper supervision of any event or activity to reasonably ensure compliance with this Agreement.

- 2.5. City shall promptly provide any documentation requested by County in related to the expenditure of the funds or other obligations under this Agreement.

Article 3 GENERAL PROVISIONS

3.1 LAWS OF OREGON

The Parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either Party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting Party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

3.3 INDEMNIFICATION

This Agreement is for the benefit of the Parties only. City agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). City shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

City shall maintain insurance levels 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 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both Parties for a recommendation or resolution.

3.7 REMEDIES

Subject to the provisions in paragraph 3.6, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.8 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

3.9 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

3.10 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and

supersedes any prior discussions or agreements regarding the same subject.

Article 4 TERM OF AGREEMENT and SURVIVAL

- 4.1 This Agreement becomes effective on the last date signed below and shall terminate on April 1, 2021, unless extended or terminated by mutual written consent of the Parties.
- 4.2 General Provisions 3.3, and 3.8 shall survive termination or expiration of this Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

WASHINGTON COUNTY, OREGON

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

CITY OF SHERWOOD, OREGON

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE