



## RESOLUTION 2021-075

### AUTHORIZING THE CITY MANAGER OR CITY MANAGER PRO-TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR PARTICIPATION IN THE SOUTH COUNTY MENTAL HEALTH RESPONSE TEAM

**WHEREAS**, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform; and

**WHEREAS**, The Sherwood Police Department currently participates on the Washington County Mental Health Response Team; and

**WHEREAS**, The cities of Sherwood, Tigard, Tualatin, and King City (also known as South County) recognize the need for a dedicated Mental Health Response Team; and

**WHEREAS**, The Sherwood Police Department requested and had approved funding in their annual budget to participate in the expansion of the Mental Health Response Team in South County; and

**WHEREAS**, The Sherwood City Attorney reviewed the attached IGA and approves of form; and

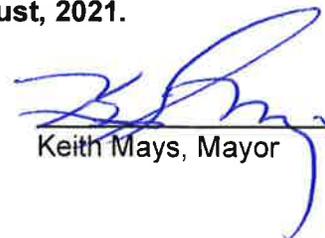
**WHEREAS**, The Sherwood City Council recognizes and supports the need for additional resources allocated to the Mental Health Response Team and recognizes the public safety benefit for Sherwood; and

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

**Section 1.** The City Council authorizes the City Manager or City Manager Pro-Tem to sign an IGA with the Washington County for participation in the South County mental health response team, in a form substantially similar to the attached Exhibit 1, and to sign renewals of said IGA on substantially the same terms.

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

**Duly passed by the City Council this 17<sup>th</sup> day of August, 2021.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Sherwood.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2021, or upon final signature, whichever is later.  
The expiration date is: June 30, 2022; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to 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.

- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment \_\_\_\_\_ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable                       Not applicable

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

**City of Sherwood**

Jurisdiction	
Authorized Signature	Date
Signatory Printed Name	Title

Address: \_\_\_\_\_

**WASHINGTON COUNTY**

Authorized Signature	Date
Signatory Printed Title	

Address: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Washington County, a political subdivision of the State of Oregon, and the City of Tigard, City of Tualatin, City of Sherwood, and City of King City, Oregon.

### ATTACHMENT A -

#### I. Scope of Work:

##### **Crisis Clinicians – Mental Health Response Team (MHRT):**

Effective July 1, 2021 through and including June 30, 2022, Washington County, acting through its Department of Health and Human Services, will provide one crisis mental health clinician on the Washington County Mental Health Response Team (MHRT) to be paired with the Cities of Tigard, Tualatin, Sherwood, and King City. The parties acknowledge Washington County will provide services through a subcontract with Lifeworks, Inc., and Washington County may change subcontractors in its sole discretion. The subcontract arrangement does not modify Washington County's duties and obligations under the IGA.

The Washington County MHRT is a collaboration between law enforcement and behavioral health crisis services. Service consists of co-locating contracted crisis mental health clinicians with a team of law enforcement officers to respond to mental health emergencies dispatched by the Washington County Consolidated Communications Agency (911) and through coordination with the Washington County Sheriff's Office. The team may also provide follow up and outreach services to individuals identified by non-MHRT law enforcement officers and other law enforcement agencies. As time allows, follow up and outreach may be provided to individuals identified by Emergency Medical Services.

The cities of Tigard, Tualatin, Sherwood, and King City will jointly fund an additional forty hours per week of mental health clinician capacity to MHRT. Funds will be used to compensate the additional clinician capacity in general. Shifts may be filled by multiple mental health clinicians and not any specific individual. Funds are not reimbursement tied to a specific position.

Services performed by the mental health clinicians will include face-to-face crisis assessment and evaluation as a qualified mental health professionals; consultation with families, other professionals, or community partners such as law enforcement and community members; referral for medication evaluation, if needed; psychiatric consultation; hospital diversion; stabilization services/follow-up care, as needed; referral to appropriate services; flexible funding to assist with emergency housing, transportation or other unmet needs contributing to the crisis episode; and language/culturally specific services.

##### **Minimum Qualifications:**

The mental health clinicians shall be Masters Level Clinicians (Qualified Mental Health Professional – QMHP) and will be required to undergo and pass comprehensive background checks.

The mental health clinicians in MHRT must receive training in radio communications and attend defensive tactics training provided by the Washington County Sheriff's Office, as available. The mental health clinicians in MHRT will wear a ballistic vest at all times while riding with officers and deputies, as they may be exposed to volatile and dangerous situations.

II. **Additional Terms and Conditions:**

**Payment:**

Washington County will provide the mental health clinicians. The total cost for forty (40) additional hours per week of mental health clinician coverage for the term of the Agreement (one year) is \$10,847 per month for a total not to exceed amount of \$130,164 for the year.

Washington County shall issue monthly invoices to the cities of Tigard, Tualatin, and Sherwood individually. Each City is responsible for payment of its share, based on population served, as follows:

1. Tigard – \$5,482.00 per month, which represents 50% of the total invoice;
2. Tualatin - \$3,838.00 per month, which represents 35% of the total invoice; and
3. Sherwood - \$1,527.00 per month, which represents 15% of the total invoice.
  
4. King City - As payment for services received, and in lieu of payment by population, King City Police Department shall cover the monthly cost of a Police Radio through WCCCA and provide safety equipment for the Clinician (i.e. Ballistic vest, earpiece, etc.)

Invoices will begin no sooner than July 1, 2021, or the date at which Washington County identifies having adequate staffing to support an additional 40 hours per week of MHRT capacity, and last through to June 1, 2022. Each invoice is payable within 30 days of receipt. The cities shall not be required to continue reimbursement as provided in this subsection if the Agreement is sooner terminated under Section 6 of the Agreement.

At the end of the fiscal year, Washington County will reconcile the amount spent on MHRT in Health and Human Services with the budget for the fiscal year and third-party contributions to the program. If the overall expenditures are less than 95% of the total budgeted amount due to clinician vacancies, Washington County will reimburse the cities on a pro-rata basis the amount that was collected from all parties participating in the MHRT program.

Payments by the cities to Washington County will be mailed to Washington County Department of

**Supervision and Discipline:**

Washington County is responsible for overall supervision of the mental health clinicians. The Cities may provide periodic feedback to Washington County and the crisis services contractor about the work of the mental health clinicians.

If there are discipline or performance issues regarding any mental health clinician, the cities shall contact the mental health clinician's supervisor and Washington County.

**Reporting:**

Washington County is responsible for any required compliance reporting relating to the mental health clinicians, including workplace safety reports.

**Schedule:**

Washington County and the crisis service contractor will coordinate with Sherwood Police Department, Tigard Police Department, Tualatin Police Department and the Washington County Sheriff's Office, on a schedule for when the mental health clinicians will be working.

**Devices and Office Space:**

Mental health clinicians will be provided a computer and cellphone (devices) by their employer's organization. The Cities will not have ownership of the devices and are not responsible for the maintenance and repair or replacement of the devices.

Tualatin Police Department shall provide the mental health clinicians with office space, internet connectivity, desk, and chair. The King City Police Department will provide a police radio, earpiece, and Kevlar vest.

The mental health clinicians are paired with law enforcement officers assigned to MHRT in a patrol car supplied and operated by the law enforcement agency.

Law enforcement officers assigned to MHRT will be provided key card access to Hawthorn Walk-In Center and have access to workspace and breakroom when needed.

**Records:**

The mental health clinicians shall use devices provided by their organization to create and store records.

Washington County is responsible for retaining those records consistent with applicable privacy laws, including HIPAA, and Washington County's public records policy and retention schedule.

The mental health clinicians will file clinical records in the Washington County Behavioral Health electronic medical record system.

The mental health clinicians may access records from law enforcement systems in order to perform their duties under this Agreement but may not modify records or create new records.