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WASCO COUNTY

2009 OCT 29 P 4: 11

KAREN LEBRETON COATS  
COUNTY CLERK

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IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AUTHORIZING AN )  
INTERGOVERNMENTAL AGREEMENT ) ORDINANCE  
CREATING THE NORTH CENTRAL ) #09-009  
PUBLIC HEALTH DISTRICT. )

WHEREAS, Wasco County ("County"), a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203, is engaged in the provision of general local governmental services within Wasco County; and

WHEREAS, the County intends to further its efficiency and health of the County by forming by Intergovernmental Agreement between Wasco County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203; Sherman County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203; and Gilliam County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203 (each of which is referred to herein

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2009-0388 (11)

1 individually as "County" and collectively as the "Counties"), an intergovernmental  
2 entity to be known as the North Central Public Health District; and

3 WHEREAS, the Counties intend to use any authority delegated to the  
4 North Central Public Health District Intergovernmental Agreement to further the  
5 general health of the population residing in the three Counties through the  
6 operation of a three County Public Health District; and  
7

8 WHEREAS, each of the Parties has taken, or is expected to take in the  
9 immediate future, all actions required under applicable acts, and law to authorize  
10 the execution and performance of the Intergovernmental Agreement through  
11 which the North Central Public Health District will be created.

12 NOW, THEREFORE, IT IS HEREBY ORDAINED BY WASCO COUNTY,  
13 OREGON, AS FOLLOWS:

- 14 1. It is the intent of Wasco County to create the North Central Public  
15 Health District pursuant to ORS 190.003 through ORS 190.130 by  
16 Intergovernmental Agreement, a copy of which is attached hereto as  
17 Exhibit A ("Agreement"), between the following parties: Wasco County, a  
18 political subdivision of the State of Oregon formed under the Oregon  
19 Constitution and ORS Chapter 203; Sherman County, a political  
20 subdivision of the State of Oregon formed under the Oregon Constitution  
21 and ORS Chapter 203; and Gilliam County, a political subdivision of the  
22 State of Oregon formed under the Oregon Constitution and ORS  
23 Chapter 203.  
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2. The effective date of the Agreement is October 7, 2009.
3. The public purposes for which the North Central Public Health District is created is to establish and implement a three County Public Health District that fulfills statutes pertaining to the responsibilities and duties of Public Health Departments as outlined in ORS Chapter 431 while providing for a Governance Board that reflects the interests and unique geographic considerations of the participating public entities.
4. To carry out its public purposes, the North Central Public Health District shall have the powers, duties and functions as set forth in the Agreement.
5. The creation of the North Central Public Health District pursuant to the Agreement attached hereto as Exhibit A is hereby ratified and approved and the County Court is authorized to execute and deliver on behalf of Wasco County the Agreement.
6. The Agreement between Wasco, Sherman and Gilliam Counties may be amended from time to time by an Order or Resolution by the County Court of said Counties.
7. The provisions of this Ordinance, including Exhibit "A", are severable. If any provisions of this Ordinance are determined to be invalid by a Court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and the decision shall not affect the validity of the remaining portions hereof.

2009-0388 (11)

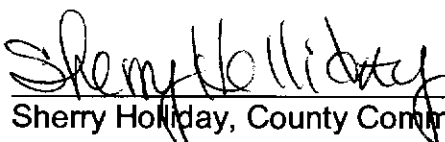
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8. Immediate action being necessary to carry out the North Central Public Health District public purposes on an economic and efficient basis, an emergency is declared to exist and this Ordinance shall take effect immediately upon its execution by the County.

ADOPTED on the 16<sup>th</sup> day of September, 2009, by a unanimous decision of all members of the County Court.


WASCO COUNTY COURT

  
\_\_\_\_\_  
Dan Ericksen, County Judge

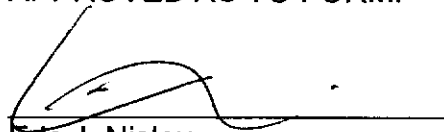
  
\_\_\_\_\_  
Sherry Holliday, County Commissioner

Absent  
\_\_\_\_\_  
Bill Lennox, County Commissioner

ATTEST:

  
\_\_\_\_\_  
Kathy McBride  
Executive Assistant

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric J. Nisley  
Wasco County District Attorney

2009-0388 (11)

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE COUNTIES OF WASCO, SHERMAN AND GILLIAM  
TO IMPLEMENT  
THE NORTH CENTRAL PUBLIC HEALTH DISTRICT**

This Intergovernmental AGREEMENT is made and entered into in 2009 by and between the political subdivisions in Oregon of the Counties of Wasco, Sherman, and Gilliam County.

**Recitals**

WHEREAS, the county courts serving Wasco, Sherman and Gilliam Counties have determined that the general health of the population residing in the three counties would be best served through operation of a three county public health district; and

WHEREAS, each of the three County Courts adopted a resolution to participate in the three county public health district; and

WHEREAS, representatives of the three courts met as a convening governance board for the North Central Public Health District (District) on May 12, 2009, at which time a set of bylaws based on ORS 431.414(2) was adopted, defining membership of the governance board as including at least two members of each of the three county courts; and

WHEREAS, members of the governance board instructed staff of the District to draft an intergovernmental agreement under ORS 190.003 to 190.130, to modify the convening authority and governance structure for the District, together with a draft set of revised bylaws;

NOW, THEREFORE, in consideration of mutual undertakings and agreements contained herein, the Parties hereto agree as follows:

**1. PURPOSE.** The purpose of this Agreement is to establish and implement a three county public health district that fulfills statutes pertaining to the responsibilities and duties of public health departments as outlined in ORS

Chapter 431, while providing for a governance board that reflects the interests and unique geographic considerations of the participating public entities.

**2. GOVERNANCE BOARD.** The public health district shall be governed by a board composed of at least one member from each of the three county courts and up to six members filling membership categories specified in a set of bylaws approved by the county courts; members of the governance board shall be appointed by the county courts.

**2.1 Responsibilities of member county courts.** The county courts will approve bylaws and all subsequent substantive amendments governing the District's Board, and shall appoint members of the governing board. The county courts are responsible for approving the annual budget for the District.

**2.2 Authority of the District Governing Board.** The governance board for the District will have authority to

- Convene regular and special meetings that are open to the public except when considering personnel actions as provided for by law;
- Adopt public health rules and policy statements that are consistent with public health rules and laws of the Oregon Department of Human Services;
- Review and discuss preliminary budgets for the District;
- Appoint a public health administrator and set her/his salary;
- Provide oversight of District operations and personnel decisions and actions;
- Propose suggested revisions to bylaws for the governance board to the member county courts
- Create a public health advisory board under the provisions of ORS 431.414
- All other powers necessary and proper to govern the District.

**2.3 Authority of the District Administrator.** The administrator for the District shall have the following authorities unless revised by the member county courts:

- Serve as the executive secretary of the District health board, act as the administrator of the District health department and supervise the officers and employees of the District;
- Appoint with the approval of the health board, administrators, medical officers, public health nurses, environmental health specialists and such other employees as are necessary to carry out the duties and responsibilities of the office and the District;
- Provide the governance board at appropriate intervals information

concerning the activities of the District and submit an annual budget for review by the governance board and for approval by the governing bodies of the participating counties;

- Sign contracts, accept, account for, and disburse funds and purchase equipment and supplies for the District;
- Act as the agent of the Oregon Department of Human Services in enforcing state public health laws and rules of the Department; and
- Perform such other duties as may be required by law or directed by the Board.

**2.4 Contract Authorization.** The District Administrator shall have authority to enter into contracts that are binding to the District and its member counties, provided that contracts must be reviewed and approved as to form by one of the legal representatives serving the member counties. Such contracts shall include

- (a) The contractor must indemnify and hold harmless all IGA Parties against liability for the provision of all services;
- (b) Insurance requirements, including that the Contractors' certificates of insurance must name each Party of this IGA as an additional insured;
- (c) Contractor not assign any rights nor subcontract any of his/her obligations without the prior written consent of the District; and
- (d) Contractor will perform any agreement as an independent contractor with complete control over his/her employees, agents and operations.

**3. DISTRICT PERSONNEL.** At the inception of this agreement, all staff of the District shall continue to be employees of Wasco County. A plan that is acceptable to the member county courts shall be developed during this agreement to determine whether or not the personnel employment shall transfer to the District, and a procedure to be used to accomplish the transition.

**4. DISTRICT EQUIPMENT AND BUILDINGS:** At the inception of this agreement, all District equipment and buildings shall continue to be owned by Wasco County. A plan that is acceptable to the member county courts shall be developed this agreement to determine whether or not ownership of District equipment and Buildings shall transfer to the District, and a procedure to be used to accomplish the transition.

**5. IMPLEMENTATION.** As Parties to this IGA, the Parties agree to the following commitments:

- To delegate individual county public health authorities, as established in ORS 431.375, to the District

- To appoint representatives of the respective courts to serve as active members of the District governance board
- To authorize receipt of and authority for all public health funding for the geographic area comprised in this agreement to the District
- To provide an annual contribution of county general funds, in combination with administrative support where applicable and reflected in the District's funding determination, as mutually determined by the participating county courts

## **6. SHARING OF LIABILITY AND INDEMNIFICATION**

**6.1 Contractor Requirements.** Section 2.4 of this Agreement describes the District's responsibilities to require insurance of the District's contractor(s) as well as indemnification by the District's contractor(s) of all Parties of this Agreement. These requirements are intended to protect the Parties from any liability arising out of services and activities of the District.

**6.2 Procedure to Assign Liability.** In the event that liability does arise out of the services and activities of the District, including but not limited to any and all liability imposed by State or Federal law or regulation, such as fines, penalties, legal fees and other costs and expenses resulting from any such action or any such proceeding by virtue of any Federal or State law or regulation, and in the event that such liability is assigned to any Party to this agreement, the following procedure shall apply:

- (a) The Party shall be responsible for that portion of liability for which the Party was directly responsible.
- (b) All Parties of this Agreement shall share all remaining liabilities jointly. Parties shall share on a pro-rated basis by population stated in the most recent data from the State of Oregon all fines, penalties, costs and expenses in connection therewith including reasonable attorney's fees.

**6.3. Survival of Obligations.** The obligations under this section shall survive the termination of this Agreement.

**7. ADDITIONAL USERS.** The Parties anticipate that other counties may desire to participate in the public health district. The District's governance board may, with the approval of the participating county courts and on such conditions as the county courts may set, amend this IGA to include those other counties to participate in the District, provided that the Parties to this IGA do not pay any associated additional costs nor incur any associated additional liability.



## 8. TERM OF AGREEMENT; TERMINATION; WITHDRAWAL OF PARTIES

**8.1 Term of Agreement.** This Agreement shall remain in full force and effect until five (5) full consecutive calendar years of provision of public health services, or until December 31, 2014, whichever comes first. Thereafter, unless terminated, the Agreement shall automatically renew annually. This Agreement becomes effective upon the date of the last signature below.

**8.2 Terminating Agreement.** By affirmative vote of two-thirds of the Parties to the Agreement at the time of the vote, this Agreement may be terminated for any reason after the completion of the initial five (5) years of collection service. The termination date shall be the conclusion of any calendar year (January 1 to December 31) in which the vote is taken.

**8.3 Withdrawal of Parties.** After the conclusion of the initial five-year (5) service term, any Party may terminate at the end of any calendar year its participation in the District and this Agreement, by giving notice to the other Parties at least one hundred eighty (180) days prior to the end of such calendar year.

**8.4 Disposition of Program Property and Funds.** In the event of termination of this agreement, the Administrator In coordination with the county courts for the participating parties shall:

- (a) Pay all outstanding obligations.
- (b) Transfer ownership of any buildings, equipment and appurtenances owned by the District to the successor health department(s) that have been paid for from North Central Public Health District funds. For any buildings, equipment and appurtenances transferred to the District from one of the participating parties upon or following its formation, ownership of said buildings, equipment and appurtenances will be transferred back to the participating party. Parties agree to negotiate in good faith over the disposition of said items.
- (c) Terminate any outstanding contracts for service that name the Parties, or amend such contracts to remove reference to the Parties.
- (d) Prepare an accounting of all Administrative Expenses incurred by the District as a result of termination of this Agreement, such as staff costs, real estate transaction expenses, and attorney's fees.
- (e) Once the preceding actions have been completed, but no more than 12 months following termination of the Agreement, the District will distribute any remaining assets to the successor health department(s).

**9. INDEMNIFICATION.** Each Party of this Agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Party assumes any responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

**10. MODIFICATION.** This Agreement shall not be modified or amended in any manner except by an instrument in writing and signed by all the Parties participating at that time.

**11. ASSIGNMENT.** No Party to this Agreement shall assign its right or obligations under this Intergovernmental Agreement without the prior written consent of the other Parties hereto.

**12. SEVERABILITY.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

**13. GOVERNING LAW.** Federal law and the laws of the State of Oregon shall govern this Agreement.

**14. DISPUTE RESOLUTION.** The Parties agree to negotiate in good faith to resolve all disputes arising under the articles of this Agreement. If negotiation between these Parties fails to resolve any such dispute to the satisfaction of the Parties, then the issue shall be resolved through binding arbitration. The Parties shall agree to the selection of the arbitrator. The non-prevailing Party shall be responsible for any costs for the services of the arbitrator. The decision of the arbitrator shall be final and binding on the Parties hereto.


**15. NOTIFICATION.** All notices required to be given or authorized to be given hereunder shall be in writing and either personally delivered or sent by certified United States mail to the other party at the address shown below, or at such other address specified by a party in a letter sent to the other party hereto by certified United States mail.

County Judge, Wasco County, 511 Washington St, The Dalles, OR 97058  
County Judge, Sherman County, 500 Court St., Moro, OR, 97039  
County Judge, Gilliam County, 221 S. Oregon St., Condon, OR 97823

**18. EFFECTIVE DATE AND DURATION.** This Agreement becomes effective on the 7th day of October, 2009. The Agreement will remain in effect until December 31, 2014, at which time Parties may agree to terminate or renew the Agreement, as per Section 10 of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Intergovernmental Agreement.

**WASCO COUNTY COURT**


  
\_\_\_\_\_  
Dan Ericksen, Judge

Date: 9/16/09

Approved as to Form:

  
\_\_\_\_\_  
Eric Nisley, County Counsel

**GILLIAM COUNTY COURT**


  
\_\_\_\_\_  
Patricia Shaw, Judge

Date: 10-21-09

Approved as to Form:

  
\_\_\_\_\_  
Will Carey, County Counsel

**SHERMAN COUNTY COURT**

  
\_\_\_\_\_  
Gary Thompson, Judge

Date: 9/21/09

Approved as to Form:

  
\_\_\_\_\_  
Will Carey, County Counsel