

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MORROW COUNTY HEALTH DISTRICT, MORROW COUNTY, AND THE CITIES
OF BOARDMAN, HEPPNER, IONE, IRRIGON, AND LEXINGTON**

THIS AGREEMENT (this "Agreement") is entered into and between Morrow County (the "County"), a subdivision of the state of Oregon, the Morrow County Health District ("MCHD"), a health district created pursuant to ORS Chapter 440, and the cities of Boardman, Heppner, Ione, Irrigon, Lexington (collectively referred to as the "Cities") pursuant to ORS Chapter 190 (Cooperation of Governmental Units).

RECITALS

WHEREAS, Authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have authority to perform; and

WHEREAS, All of the parties to this agreement are interested in ensuring that all proper and appropriate health care is provided to all of the residents of the County; and

WHEREAS, The County and MCHD have provided various health services throughout the County, including emergency medical services, home health, hospice, hospital, primary care, public health, and other physical and mental health related services; and

WHEREAS, All of the parties wish to enter into this Agreement to set forth the manner in which certain services shall be provided in the County and by which agency; and

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows to the following terms and conditions.

AGREEMENT

- 1. Term.** This Agreement shall be effective on the last date signed by the Parties below and terminates on June 30, 2029, unless terminated earlier consistent with Section 5 of this Agreement.
- 2. County Obligations.** County shall engage in planning, coordination, and development of partnerships to support the health needs of Morrow County residents.
- 3. MCHD Obligations.** MCHD will establish, maintain, and operate, or provide assistance in the operation of health education programs, wellness and prevention programs, rehabilitation, aftercare, and such other health care services and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the District.
- 4. City Obligations.** The Cities shall engage in planning, coordination, and development of partnerships to support the health needs of Morrow County residents.

- 5. Non-Interference.** All parties agree not to interfere with or take actions that would assist in interfering with the performance of any of the obligations contained in this Agreement, including any effort to annex territory, withdraw territory, or take any other action under ORS Chapter 198 that would affect the operation of any other party to this Agreement without that parties written consent.

This Agreement does not obligate MCHD to or prohibit MCHD from providing any specific health related service, nor does it prohibit any party from supporting healthcare services provided by other entities. MCHD fully supports and intends to partner with other healthcare providers in Morrow County and the region as a whole.

This Agreement does not, however, apply to the 2024 Morrow County Ambulance Service Ordinance and Ambulance Service Plan. The County will manage and govern the 2024 Ambulance Service Ordinance and Ambulance Service Plan under the provisions therein, and that governance allows the County to reassign ASAs or take any other actions allowed without the consent of any other party to this Agreement. Actions by the County under the 2024 Morrow County Ambulance Service Ordinance and Ambulance Service Plan, regardless of how it affects the parties to this Agreement, do not constitute a breach of this Agreement.

6. Termination.

- a. The Parties may terminate this Agreement by mutual written agreement of all of the parties at any time.
- b. Any Party may terminate this Agreement in the event of a material breach of the Agreement by any other party. Prior to such termination, however, the Party seeking the termination shall give all other Parties written notice of the breach and of the Party's wish to terminate. If the breaching Party has not cured the claimed breach within one hundred eighty (180) days of receipt of the notice, then the Party giving notice may seek to terminate the Agreement at any time thereafter by giving written notice of the desire to terminate. If the party giving the required notice is a city or County, that party shall meet with and discuss the alleged breach and proposed termination with the remaining designated representatives of those cities and the County who are parties to this agreement and secure a majority vote of those remaining parties, confirming the breach and the failure of cure in order to terminate the contract, following the one hundred eighty day period of cure. If a majority vote of the voting parties' representatives is not secured, confirming a material breach and the failure of cure, then the Agreement shall not be terminated and shall remain in effect.
- c. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- d. Any termination of this Agreement shall not prejudice any rights or obligations

accrued to the Parties prior to termination.

7. Party Contacts. Unless otherwise specified, notices and requests concerning matters of this Agreement must be provided to the following County and City representatives:

a. County: _____ or their designee will act as liaison for the County.

Contact Information:

b. MCHD: _____ or their designee will act as liaison for MCHD.

Contact Information:

c. City: _____ or their designee will act as liaison for the City of Boardman.

Contact Information:

d. City: _____ or their designee will act as liaison for the City of Heppner.

Contact Information:

e. City: _____ or their designee will act as liaison for the City of Ione.

Contact Information:

f. City: _____ or their designee will act as liaison for the City of Irrigon.

Contact Information:

g. City: _____ or their designee will act as liaison for the City of Lexington.

Contact Information:

h. Any Party may change the Party contact information by giving prior written notice thereof to the other Party at its then current notice address.

8. General Provisions

- a. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- g. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- h. **Interpretation.** The titles of the sections of this Agreement are inserted for

convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- i. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- j. **No Third-Party Beneficiary.** This Agreement is not intended to benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the parties to this Agreement.
- k. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- l. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- m. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- n. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- o. **Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, the prevailing party shall be entitled to recover their costs and attorney fees, whether at trial or on appeal.

[Signatures on Following Page]

IN **WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

Morrow County

Morrow County Health District

Chair, Board of County Commissioners

Chief Executive Officer

City of Boardman

**City of
Heppner**

City Manager

City of Ione

City Manager

City Manager

**City of
Irrigon**

City of Lexington

City Manager

City Manager