

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(XXX) Action

FROM (DEPT/ DIVISION): UCo Health

SUBJECT: Updated IGA with Morrow County

<p>Background: In 2005, Umatilla County began providing Environmental Health Services on behalf of Morrow County. This agreement was amended in 2010 to increase the stipend paid to Umatilla County. There have been some OAR changes that necessitated an updated IGA between Morrow and Umatilla County. Additionally, cost over the last few years has increased as well. This is an updated IGA, intended to provide the same level of services to Morrow County, with an increase in the annual stipend to \$28,840.00. This agreement pertains to the Food, Pool, and Lodging program.</p>	<p>Requested Action: Approve and sign the updated agreement.</p>
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ATTACHMENTS: IGA

Date: (9/12/2023) Submitted By: Joseph Fiumara

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: September 20, 2023

Action taken:

Follow-up:

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

WHEREAS, the State of Oregon, pursuant to ORS 624.510, delegated authority to Morrow County to administer and to enforce within Morrow County the powers, duties and functions of the State of Oregon Director of Human Services for an environmental health program established under ORS Chapter 624;

WHEREAS, Umatilla County also was delegated authority for administration and enforcement of an environmental health program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:

1. Umatilla County will provide for the administration of an environmental health program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement.
2. As required by the Intergovernmental Agreement for the Public Health Foodborne Illness Program ("Agreement") between Morrow County and the State of Oregon:
 - A. Umatilla County shall comply with all applicable provisions of that certain Agreement.
 - B. Umatilla County shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
 - C. Umatilla County shall make available to the State or to any Client, any and all written materials in alternate formats in compliance with DHS's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to the Agreement.
 - D. To the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), Umatilla County shall defend, save and hold harmless the State of Oregon, DHS, Agency, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Umatilla County, including but not limited to the activities of Umatilla County or its officers, employees, subcontractors or agents under this IGA or the Agreement.

- E. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
- F. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this IGA. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.
- G. All employers, including Umatilla County, that employ subject workers who work under the Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Umatilla County shall ensure that each of its subcontractors complies with these requirements.
- H. Umatilla County shall name the State of Oregon, DHS, Agency, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Umatilla County's activities being performed under the Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Umatilla County shall forward a copy of the certificate(s) of insurance to Morrow County prior to commencement of the services under the Agreement. In addition, in the event of unilateral cancellation or restriction by Umatilla County's insurance company of any insurance coverage required herein, Umatilla County shall immediately notify the State of Oregon orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Umatilla County.

3. Morrow County authorizes under the Agreement, Oregon statutes and rules, and Morrow County Ordinances and regulations, for Umatilla County to administer the environmental health program within Morrow County.

4. Umatilla County will conduct the environmental health program within Morrow County as required and under the conditions set out in the Agreement with the State of Oregon, and provide the staff, materials and equipment necessary to perform the environmental health services.

As part of the program, Umatilla County will do and provide the following on behalf of Morrow County:

- Facilitate and manage the collection of licensing fees and the distribution of licenses on behalf of Morrow County in accordance with OAR 333-012-0053 for the Food, Pool, and Lodging program.
- Pay remittance fees to Oregon Health Authority on behalf of Morrow County in accordance with OAR 333-012-0057.

- Complete all inspections for licensed facilities according to Oregon Health Authority guidance and OAR 333-012-0055.
- Complete inspections for non-licensed facilities upon request, following Oregon Health Authority guidance and best practice procedures.
- Maintain staffing and training to meet ORS 700 and OAR 333-012-0060.
- Maintain all records relating to work performed on behalf of Morrow County in accordance with Oregon Health Authority Guidance and OAR 333-012-0063.
- Receive complaints from the general public regarding general environmental health. Complaints may receive direct follow up or be passed on to appropriate agencies for follow up.
- Provide updates upon request regarding status of the environmental health program to Morrow County Public Health Staff.
- Provide annual update to Morrow County on all activities conducted on behalf of Morrow County, to include fiscal report.
- Provide guidance and recommendations to Morrow County for Morrow County Ordinance updates required to administer the program.

When providing the services for the program, Umatilla County will NOT

- Conduct inspections or oversight on Public Water Systems, or Oregon Very Small water systems.
- Perform governance activities on behalf of Morrow County.
- Conduct enforcement actions on behalf of Morrow County.

5. Morrow County will do and provide the following as part of the environmental health program within the county:

- Maintain governance activities.
- Pass and maintain local ordinances as required to utilize all administrative and legal means to enforce applicable statutes and rules, in accordance with ORS 183 and OAR 333-012-0067.
- Pass and maintain a local fee ordinance to match Umatilla County Fee ordinance and in accordance with OAR 333-012-0053.
- Conduct enforcement actions as necessary and when information is referred by Umatilla County.


6. Morrow County agrees to pay to Umatilla County, on an annual basis, the sum of \$28,840 for the environmental health program.

7. Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.


8. This understanding may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:


MORROW COUNTY
through its Board of Commissioners



David Sykes, Chair



Jeff Wenholz, Commissioner



Roy Drago, Jr., Commissioner

Date: 8/16/2023

UMATILLA COUNTY
through its Board of Commissioners

Daniel N. Dorran, Chair

John M. Shafer, Commissioner

Celinda A. Timmons, Commissioner

Date: _____