

BEFORE THE BOARD OF COMMISSIONERS
FOR LINCOLN COUNTY, OREGON

ORDINANCE NO. 296

LINCOLN COUNTY, OREGON

AN ORDINANCE AUTHORIZING THE PROVISION OF CERTAIN HEALTH CARE SERVICES; APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT; DECLARING AN EMERGENCY.

WHEREAS, ORS 203.035 grants to the counties of Oregon the right and authority to exercise legislative authority within the county over matters of county concern, including matters relating to the provision of services for health care, and

WHEREAS, the New Lincoln Hospital District in Lincoln County has been dissolved and is no longer engaged in providing hospital services within its former territory, and

WHEREAS, the Pacific Communities Hospital District, a health district organized and existing under ORS Chapter 440, is operating immediately adjacent to the territory of the former New Lincoln Hospital District and has expressed an interest in providing certain health care services and/or facilities in such area, and

WHEREAS, although it is unclear whether the said Pacific Communities Hospital District has authority to provide such services outside of its own territorial boundaries, Lincoln County

has authority to provide such services and facilities within the entirety of Lincoln County, and

WHEREAS, pursuant to the authority of ORS Chapter 190, one unit of local government may enter into a written cooperative agreement with another unit of local government for performance, by one of the parties for the other, of any and all functions or activities that the other party might have authority to perform, and

WHEREAS, the Board of Commissioners finds the form of such Agreement acceptable and it is in the best interest of the citizens of Lincoln County that such facilities may be made available, and

WHEREAS, Pacific Communities Hospital has proposed a form of "Intergovernmental Cooperation Agreement," a copy of which is attached hereto and by this reference made a part hereof, and

WHEREAS, it is hereby found and determined that entering into such Intergovernmental Agreement would be in the best interest of the citizens of Lincoln County, Oregon,

NOW, THEREFORE, the Board of Commissioners of Lincoln County of Oregon ordains as follows:

Section 1. Lincoln County hereby finds and determines that it has the authority and shall take such steps as it sees fit to provide medical care and services and facilities for the care of sick and injured persons within Lincoln County, Oregon, by agreement with other governmental entities already having such facilities, or otherwise, as the Board of Commissioners shall determine. This shall not be construed,

however, to require the provision of any particular services or facilities.

Section 2. In implementation of Section 1, the Board of Commissioners is hereby authorized to enter into an Intergovernmental Cooperation Agreement with the Pacific Communities Hospital District and any other municipal entity as such Commissioners may see fit, upon such terms and conditions as they shall determine, for the provision of such services and facilities.

Section 3. The form of Intergovernmental Cooperation Agreement between Lincoln County and the Pacific Communities Hospital District which is attached hereto is expressly approved, and the Board of Commissioners is authorized and directed to enter into the same, but this express approval of the form of such agreement shall not preclude the exercise of the authority and discretion of the Board of Commissioners in entering into any other agreements of a similar or related nature, nor in the subsequent modification of the subject Intergovernmental Cooperation Agreement which is so attached.

Section 4. This ordinance is hereby found and determined to be necessary for the immediate preservation of the health, safety and public welfare of Lincoln County, and an emergency is therefore declared to exist, and this ordinance shall become effective immediately upon its adoption.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS this 19th
day of September, 1990:

Audrey Zedewick
Chairman

Norma McMillin
Commissioner

Absent
Commissioner

ATTEST:

Jennie Kampf

JCM:sls
8-2790\PCH.Ord

INTERGOVERNMENTAL COOPERATION AGREEMENT

This agreement made and entered into this 1st day of October, 1990, by and between the Pacific Communities Hospital District, a health district organized and existing pursuant to Chapter 440, Oregon Revised Statutes, hereinafter called "PCH", and Lincoln County, a political subdivision of the State of Oregon, hereinafter called "County",

W I T N E S S E T H

WHEREAS, PCH is a municipal corporation and special district organized and existing as a health district under the provisions of Chapter 440, Oregon Revised Statutes, for the purpose of supplying its inhabitants with facilities for the care of sick and injured persons as provided in ORS 440.320, with such additional power and authority as authorized pursuant to ORS 440.360, 440.365, 440.370 and other statutes and provisions of law, and

WHEREAS, County has broad authority to provide hospital and other medical services within its territorial limits, and

WHEREAS, the inhabitants of Lincoln County were previously served by three health districts, those being North Lincoln

Hospital District, Pacific Communities Hospital District and the New Lincoln Hospital District, and

WHEREAS, the New Lincoln Hospital District, which previously served the easterly portion of Lincoln County ("east county area"), including but not limited to the communities of Siletz, Logsdan, Toledo, Tidewater, and Eddyville, has been dissolved and its facilities closed and all its services terminated, and

WHEREAS, Lincoln County currently has no plans to establish county operated facilities to provide health care services in the east county area, and

WHEREAS, many persons residing in the east county area are presently using the PCH facility at Newport, and PCH is ready, willing and able to provide certain direct out-of-hospital services to the inhabitants of the east county area and is interested in establishing additional services in the future, and

WHEREAS, there may be some question as to the legal authority of PCH to establish facilities or provide services outside of the territorial limits of its district, and

WHEREAS, ORS 190.010 authorizes units of local government (including counties and special districts) to enter into written cooperative agreements with other units of local government for the performance, by one of the parties for any other party, of any and all functions and activities that the other party might have authority to perform, and

WHEREAS, the parties desire hereby to make provision, to the fullest extent permitted by law, for PCH to have legal authority to provide hospital and medical services and facilities, of

every kind and nature wheresoever, for the care of sick and injured persons, as might be provided by County,

NOW, THEREFORE, the parties, each in consideration of the other, agree as follows:

1. The parties agree that PCH shall be authorized hereunder to provide or perform, within such parts of Lincoln County as are hereafter described as the "service area", all such services and facilities for the care of sick and injured persons as the County might itself so provide and perform, including, but not limited to, all manner of clinical, hospital and laboratory services and facilities and other facilities and services as may be appropriate or ancillary to diagnosis, treatment or care of any disease, injury or other physical or mental condition. The "service area" shall be described as follows:

That portion of Lincoln County, Oregon lying southerly of the following described line:

Beginning at the Northeast corner of Township 9 South, Range 9 West of the Wilamette meridian; thence Westerly along the Northerly line of said T9S, R9W, WM and continuing Westerly along the Northerly line of T9S, R10W, WM and continuing Westerly along the North line of Sections 1, 2 and 3, T9S, R11W, WM, to the Southwesterly corner of Section 34, T8S, R11W, WM; thence Northerly along the West line of Sections 34 and 27, T8S, R11W, WM, to the Southeast corner of section 21, T8S, R11W WM; thence West along the South line of said Section 21 to an intersection with the Pacific Ocean.

But excluding such portion of the foregoing, if any, as may fall within the boundaries of North Lincoln Hospital District.

2. PCH shall be solely responsible for bearing the cost of providing any such services, and County shall bear none of

such costs. However, the foregoing is not intended to imply that there shall be any limitation on the right of PCH to impose fees and charges for said services or to enter into appropriate contracts and agreements for payment for the provision of such services, as PCH shall deem appropriate, and to bill and collect for such services from such persons or entities as may be legally responsible therefore, including County (as in the case of services provided to prisoners in the County Jail).

3. All fees and revenues derived from the provision of such facilities and services shall accrue to PCH, and shall be and remain its sole and separate property. PCH shall account for such revenue in accordance with the normal and customary procedures of local budget law, in accordance with its existing practices and such practices as it may hereafter adopt.

4. All such services shall be provided by PCH and its staff, employees and contractors (or employees of said contractors), and no such services shall be required to be performed by County, and this agreement shall not result in the transfer of any personnel between PCH and County.

5. County does not provide any facilities pursuant to the terms and provisions of this agreement and PCH shall be solely responsible to provide any facilities which PCH may deem necessary, appropriate, or convenient to the exercise of its authority hereunder, and all such facilities shall be and remain the property of PCH. PCH is not required by the terms of this agreement to provide any particular services or facilities, and the services and facilities to be provided hereunder shall be determined by

PCH, in its sole discretion, and PCH shall be solely responsible therefor.

6. This agreement shall be perpetual provided, however, that this agreement may be terminated by either party upon 48 months written notice to the other. However, in the event that a new health care district shall be created incorporating some or all of the territory described above (with respect to which this agreement is operative), either party thereafter may withdraw the territory so incorporated into the new health care district from the operation of this agreement (thereby terminating this agreement solely with respect to such territory) upon twelve months written notice to the other. In the event of termination, all facilities of PCH shall be and remain the property of PCH.

7. County shall exercise no control or supervision over the services and facilities to be provided by PCH hereunder, and shall have no liability for any act or omission of PCH. In the event that any claim is asserted against County on account of any act or omission of PCH on account of its activities hereunder, PCH shall defend and indemnify County on account thereof. In the event of the assertion of such a claim against County, it shall be the duty of County to promptly notify PCH thereof.

8. PCH shall cause County to be added as a named insured on its general liability insurance policy and its professional liability insurance policy, but solely with respect to claims which may be asserted against County by reason of the activities of PCH hereunder, for which County is alleged to be derivatively liable, and solely to the extent such additional coverage can be

obtained at reasonable cost. PCH does not hereby assume responsibility to provide any particular limit of coverage or any particular form of policy, but only to add County as a named insured with respect to those policies, of the type and character aforementioned, as PCH shall see fit to have and maintain in its own name. In the event that such coverage shall be cancelled, terminated or otherwise discontinued, PCH shall notify County and shall make reasonable efforts to obtain replacement coverage if the same shall be available at reasonable cost.

IN WITNESS WHEREOF the parties have executed this agreement the day and year above set forth:

LINCOLN COUNTY

PACIFIC COMMUNITIES HOSPITAL DISTRICT

BY: *Andy Zedewick*
CHAIRMAN 9-19-90

BY: *Ruthanne Hayes LeBaron*

Norma McMillin
COMMISSIONER 9-19-90

ATTEST:

Peter J. Cookson, MD
Secretary

Absent
COMMISSIONER 9-19-90