

## INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between Umatilla County, a political subdivision of the State of Oregon ("County"), the City of Umatilla, an Oregon municipal corporation ("Umatilla"), City of Hermiston, an Oregon municipal corporation ("Hermiston"), City of Echo, an Oregon municipal corporation ("Echo"), City of Stanfield, an Oregon municipal corporation, ("Stanfield"), City of Boardman, an Oregon municipal corporation ("Boardman"), and the City of Irrigon, an Oregon municipal corporation ("Irrigon), and collectively with Umatilla, Hermiston, Echo, Stanfield, Boardman, and the city of Irrigon, the "Cities"; County and the Cities shall hereinafter be referred to collectively as the "Parties" and each, a "Party") as of the date the last party signs this Agreement (the "Effective Date").

### RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions which a Party has the authority to perform; and

WHEREAS, County previously received a one-time grant from the State of Oregon under HB4123 to establish a coordinated homeless response system consisting of the Parties. Those funds have now been fully expended; and

WHEREAS, The Parties implemented HB 4123 and established a coordinated homeless response system consisting of the County and the Cities ("Project PATH"); and

WHEREAS, the initial funding provided under HB 4123 enabled the Parties to design and implement a coordinated, regional homeless response system that has demonstrated measurable success, accountability, and strong community support since its inception; and

WHEREAS, since implementation of Project PATH, the coordinated response system has facilitated thousands of overnight shelter stays annually, served hundreds of unique individuals, and successfully transitioned numerous participants into permanent housing, demonstrating that this collaborative model is both effective and results-driven; and

WHEREAS, the partnership with Stepping Stones Alliance of Hermiston, Inc., an Oregon nonprofit corporation, has strengthened Project PATH by providing experienced operational leadership, low-barrier shelter services, navigation services, outreach, and case management that complement the governmental oversight and policy guidance of the Parties; and

WHEREAS, the partnership structure allows Project PATH to access diversified funding streams, including private donations, foundation grants, fundraising revenues, and community-based sponsorships, which would otherwise be unavailable or significantly limited if operated solely as a governmental program; and

WHEREAS, the intergovernmental structure of Project PATH further enables eligibility for and participation in state and federal funding opportunities, including Oregon Continuum of Care funding, legislative appropriations, and other public grant resources intended to support coordinated homeless response systems; and

WHEREAS, by combining nonprofit funding opportunities, local government appropriations, and eligibility for state, federal, and Continuum of Care funding, Project PATH creates the most comprehensive and financially efficient model available to the Parties, leveraging public dollars with private investment and maximizing regional return on investment; and

WHEREAS, the Parties acknowledge that homelessness is a regional issue requiring a coordinated regional response with leadership, shared responsibility, and unified strategic planning across jurisdictional boundaries, and that continuation of Project PATH reflects a shared commitment to addressing homelessness in a humane, fiscally responsible, and community-centered manner; and

WHEREAS, the Parties find that entering into and continuing this Agreement is in the best interest of their respective communities, promotes public health and safety, protects vulnerable populations, supports economic stability, and preserves the long-term sustainability of a coordinated homeless response system in western Umatilla County and eastern Morrow County.

**NOW, THEREFORE**, County and the Cities, on the terms and conditions set forth herein, and for consideration of which the existence and sufficiency is mutually acknowledged, enter into the following Agreement:

### **AGREEMENT**

1. Project PATH. Project PATH shall, at a minimum, satisfy the requirements set forth in Exhibit A, attached hereto.
2. Homeless Response Office. The Homeless Response Office (required to be established by Exhibit A, Section I(a)) (the "Office") shall be organized as follows and shall perform the following functions:
  - (a) The Office will operate under the general policy guidance of the Homeless Response Advisory Board (required to be established by Exhibit A, Section I(b)) (the "Advisory Board").
  - (b) The Office will primarily consist of a Director selected by Umatilla and approved by the Advisory Board. Umatilla may contract for the services provided by the Director. The Director may be any individual or entity duly qualified and willing to serve in the role.
  - (c) The Office will coordinate with and develop partnerships with local and regional stakeholders, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
  - (d) The Office will be managed by the Director who will report to Umatilla and the Advisory Board or their respective designees. The Director will be charged with the general operation of the Office, and shall work to coordinate with Umatilla and the Advisory Board and all Parties to implement the elements described in the adopted Strategic Plan and endeavor to meet the project goals set forth in Exhibit A.
3. Homeless Advisory Board. The Advisory Board shall be organized as follows and shall perform the following functions:

- (a) The Advisory Board members shall consist of a representative from each Party, and shall be formed for the purposes of providing general guidance to the Office.
- (b) The Advisory Board members shall have the opportunity to make important decisions, including approving recommendations to the Parties for amendments to the Strategic Plan.
- (c) Given that the Advisory Board is authorized by statute and governed by this Agreement with the authority to make formal advice and recommendations on public policy and administration, the Advisory Board is considered a public body for the purposes of Oregon Public Meetings Law, and will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- (d) The Advisory Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Advisory Board. The Bylaws will establish a regular meeting schedule to be observed by the Advisory Board.

#### 4. Obligations of the Parties.

- (a) The Parties shall support the Office until this Agreement is terminated.
- (b) The Parties shall cooperate in good faith to ensure that the goals of Project PATH are achieved. The Parties shall work in good faith to amend this Agreement when necessary to achieve the goals set forth in Exhibit A.
- (c) Project PATH will be funded in part with the \$1 grant from the State of Oregon to County referenced in Recital B, which County will transfer in its entirety to Umatilla upon County's receipt from the State of Oregon and execution of this agreement.
- (d) (i). If this Agreement is terminated, then each Party shall promptly pay a termination fee to Umatilla as set forth in Exhibit B *Termination Fee Schedule* calculated as of the effective date of such termination; or  
(ii). if any Party withdraws from this Agreement, then such withdrawing Party shall be obligated to pay the termination fee to Umatilla as set forth in Exhibit B *Termination Fee Schedule* calculated as of the effective date of such withdrawal promptly upon Umatilla's request.
- (e) Umatilla shall serve as the fiscal agent responsible for funding Project PATH's operations. Umatilla will retain fiscal and managerial oversight of Project PATH, including the Office and the Director.
- (f) Effective Fiscal Year 2026 (July 1, 2025 through June 30, 2026), each party agrees to contribute financially to Project PATH's ongoing operations. The total annual operation should not exceed Seven Hundred Fifty Thousand Dollars (\$750,000). Financial contributions from each Party shall be calculated based on mutually agreed-upon actuals and determined annually by the fiscal agent.
- (g) Each party's estimated annual contribution is as follows:
  - City of Umatilla –31%
  - City of Hermiston –31%
  - City of Stanfield – 1.5%
  - City of Echo- 1%
  - City of Boardman-3%

- City of Irrigon-1.5%
- Umatilla County-31%

For Fiscal Year 2027, the total annual operating budget shall not exceed Seven Hundred Eighty-Seven Thousand Five Hundred Dollars (\$787,500), reflecting a five percent (5%) increase.

Each party's estimated annual proportional contribution for FY27 shall remain as follows:

FY27 – Total \$787,500 (5% increase)

- City of Umatilla – 31%
- City of Hermiston – 31%
- City of Stanfield – 1.5%
- City of Echo – 1%
- City of Boardman – 3%
- City of Irrigon – 1.5%
- Umatilla County – 31%

For Fiscal Year 2028, the total annual operating budget shall not exceed Eight Hundred Twenty Six Thousand Eight Hundred Seventy Five Dollars (\$826,875), reflecting a five percent (5%) increase.

Each party's estimated annual proportional contribution for FY28 shall remain as follows:

FY28 – Total \$826,875 (5% increase)

- City of Umatilla – 31%
- City of Hermiston – 31%
- City of Stanfield – 1.5%
- City of Echo – 1%
- City of Boardman – 3%
- City of Irrigon – 1.5%
- Umatilla County – 31%

- (h) The parties acknowledge that the initial budget contribution for each participating partner is set forth in this Agreement. If the budget changes, resulting in an increase in a partner's contribution percentage, such changes may be approved by mutual written agreement of the participating parties and incorporated into the program budget without requiring a formal amendment to this Agreement.
- (i) In the event PATH were to receive State, Federal, or private grants or other awards for operational costs, that amount received will be reduced from the annual total costs from these agreed upon amounts for FY26 through FY28, respectively, and each partner would contribute according to their proportionate share above to the adjusted downward net cost (FY cost – award = adjusted downward net cost). This would include direct appropriations

from the Continuum of Care or other direct legislative or grant awards for PATH, but may not include direct donor or other direct grant awards to the Director.

- (j) Each party shall remit its share to the fiscal agent within (30) days of receiving an invoice unless otherwise agreed in writing. These contributions are essential to ensure Project PATH is operational.
- (k) Under the recommendation of the Advisory Board, Umatilla is authorized to and will select a Director to manage the Office. Umatilla is authorized to terminate the Director, and in such an event, Umatilla is authorized to and will select a new Director. This Agreement does not create any employment or contractual relationship between the Parties or the Office or Director.
- (l) Umatilla is authorized to and will be responsible for all contracting, procurement, or other activities necessary to operate Project PATH, including engaging any third-party service providers as Umatilla determines is reasonably necessary.
- (m) Umatilla has currently entered into a Services Agreement with Stepping Stones of Hermiston Inc., an Oregon nonprofit corporation, to provide Director services that further the objectives of Project PATH, which Services Agreement is subject to review and corresponding recommendation for approval by the Advisory Board, not to be unreasonably withheld, conditioned, or delayed.
- (n) Each of the Parties, the Office, and the Advisory Board shall cooperate with respect to all matters described herein and shall execute such notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the provisions of this Agreement.
- (o) Umatilla's legal counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary.
- (p) Effective FY27, Umatilla shall establish a Special Revenue Fund in association with PATH that will include all revenues and expenditures and accounting as required by Oregon budget law. It shall be noted that all fund appropriations from the Continuum of Care are required to go directly to the Director and will not appear in this Fund.
- (q) The participating parties acknowledge the importance of maintaining financial stability for the PATH program. As funding allows, a portion of annual revenues may be set aside to build an operational reserve. The reserve is intended to support ongoing operations, address unexpected expenses, and ensure program continuity over time.

## 5. General Terms.

(a) Notice. The designated representatives of the Parties for the administration of this Agreement are as follows. Notice shall be deemed delivered upon sending an email to all of the Parties.

- (i) Umatilla County: Dan Dorrان, County Commissioner  
Phone: 541-278-6201  
Email: dan.dorrان@umatillacounty.gov
- (ii) City of Umatilla: David Stockdale, City Manager.  
Phone: 541-922-3226  
Email: david@umatilla-city.org
- (iii) City of Hermiston: Byron Smith, City Manager  
Phone: 541-567-5521  
Email: bsmith@hermiston.or.us

- (iv) City of Echo: Mike Gonzalez, City Administrator  
Phone: 541-376-6038  
Email: [CityManager@echo-oregon.com](mailto:CityManager@echo-oregon.com)
- (v) City of Stanfield: Darla Linker, City Manager  
Phone: 541-449-3831  
Email: [dlinker@cityofstanfield.com](mailto:dlinker@cityofstanfield.com)
- (vi) City of Boardman: Brandon Hammond, City Manager  
Phone: 541-481-9252  
Email: [HammondB@cityofboardman.com](mailto:HammondB@cityofboardman.com)
- (vii) City of Irrigon: Aaron Palmquist  
Phone: 541-922-3047  
Email: [manager@ci.irrigon.or.us](mailto:manager@ci.irrigon.or.us)

Entire Agreement. This Agreement, together with the recitals above and exhibit attached hereto, which are incorporated herein by this reference, constitute the entire agreement among the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding such subject matter. No waiver, consent modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- (b) Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.
- (c) Term; Termination. The initial term of this Agreement shall commence on **July 1st, 2025** ("Commencement Date"), and end on **June 30, 2028** (the "Initial Term"). County, Umatilla, Hermiston, Echo, Stanfield, Boardman and Irrigon may not voluntarily terminate or withdraw from this Agreement during the Initial Term. The term of this Agreement shall automatically renew for additional successive three (3) year term, subject to the termination and withdrawal rights provided herein. After the Initial Term, any Party may withdraw from this Agreement upon 180 days' prior written notice to the other Parties. Additionally, Umatilla may terminate this Agreement effective immediately or force a breaching Party to withdraw from this Agreement upon the material breach of any other Party. If any Party shall file or suffer the filing of a bankruptcy or similar proceeding, such filing shall constitute a material breach of this Agreement. Any termination of or withdrawal from this Agreement is subject to the termination fees described in Section 4(d) and shall not relieve the withdrawing Party of any financial obligation incurred prior to the effective date of withdrawal.

- (e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry standard electronic signature software shall have the same legal force and effect as execution by original signatures.
- (f) Access to Records/Record Retention. The Parties shall maintain fiscal records and all other records pertinent to this Agreement.
  - (i) All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - (ii) All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
  - (iii) If an audit, litigation or other action involving this Agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three- year period, whichever is later.
  - (iv) The Parties and their authorized representatives shall have the right to access all of associated books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- (g) Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property to the extent caused by or resulting from the indemnifying Party's: (1) negligence or willful misconduct in connection with the performance of this Agreement or by conditions created thereby; (2) breach of this Agreement; or (3) violation of any statute, ordinance or regulation. The Parties are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- (h) Survival. Ali covenants, indemnifications, and agreements contained in this Agreement that contemplate performance subsequent to the expiration or earlier termination of this Agreement, or that cannot be ascertained or fully performed until after expiration or earlier termination of this Agreement, shall survive such expiration or termination.

[Signature page follows]

**UMATILLA COUNTY:**

By: \_\_\_\_\_

Name: Daniel N. Dorran  
Title: Umatilla Board of Commissioners  
Date:

**CITY OF UMATILLA:**

By: \_\_\_\_\_

Name: David Stockdale  
Title: Board Chair, City Manager  
Date:

**CITY OF HERMISTON:**

By: \_\_\_\_\_

Name: Byron Smith  
Title: City Manager  
Date:

**CITY OF ECHO:**

By: \_\_\_\_\_

Name: Mike Gonzalez  
Title: City Administrator  
Date:

**CITY OF STANFIELD:**

By: \_\_\_\_\_

Name: Darla Linker  
Title: City Manager  
Date:

**CITY OF BOARDMAN:**

By: \_\_\_\_\_

Name: Brandon Hammond  
Title: City Manager  
Date:

**CITY OF IRRIGON:**

By: \_\_\_\_\_

Name: Michelle Patton  
Title: Mayor  
Date:

**Exhibit A**

Project PATH Description  
[Attached.]

**Exhibit B**  
Termination Fee Schedule

Calendar Year Termination Occurs	Total Termination Fee	Party	Party's Termination Fee Percentage	Party's Termination Fee Amount
2026	\$534,000	Umatilla	27%	\$144,180
		County	27%	\$144,180
		Hermiston	27 %	\$144,180
		Stanfield	6%	\$32,040
		Echo	4%	\$21,360
		Boardman	6%	\$32,040
		Irrigon	3%	\$16,020
2027	\$445,000	Umatilla	27%	\$120,150
		County	27%	\$120,150
		Hermiston	27%	\$120,150
		Stanfield	6%	\$26,700
		Echo	4%	\$17,800
		Boardman	6%	\$26,700
		Irrigon	3%	\$13,350
2028	\$356,000	Umatilla	27%	\$96,120
		County	27%	\$96,120
		Hermiston	27%	\$96,120
		Stanfield	6%	\$21,360
		Echo	4%	\$14,240
		Boardman	6%	\$21,360
		Irrigon	3%	\$10,680
2029	\$267,000	Umatilla	27%	\$72,090
		County	27%	\$72,090
		Hermiston	27%	\$72,090
		Stanfield	6%	\$16,020
		Echo	4%	\$10,680
		Boardman	6%	\$16,020
		Irrigon	3%	\$8,010
2030	\$178,000	Umatilla	27%	\$48,060
		County	27%	\$48,060
		Hermiston	27%	\$48,060
		Stanfield	6%	\$10,680
		Echo	4%	\$7,120
		Boardman	6%	\$10,680
		Irrigon	3%	\$5,340

2031	\$89,000	Umatilla	27%	\$24,030
		County	27%	\$24,030
		Hermiston	27%	\$24,030
		Stanfield	6%	\$5,340
		Echo	4%	\$3,560
		Boardman	6%	\$5,340
		Irrigon	3%	\$2,670
2032	\$0.00	Umatilla	27%	\$0.00
		County	27%	\$0.00
		Hermiston	27%	\$0.00
		Stanfield	6%	\$0.00
		Echo	4%	\$0.00
		Boardman	6%	\$0.00
		Irrigon	3%	\$0.00