

## 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”), and the City of Stanfield, an Oregon municipal corporation (“Stanfield”, and collectively with Umatilla, Hermiston, and Echo, 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

A. 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.

B. County has signed a grant agreement with the State of Oregon awarding County \$1,000,000 to establish a coordinated homeless response system consisting of the Parties. The grant agreement is entered pursuant to the terms of HB 4123.

C. The Parties wish to implement HB 4123 and establish a coordinated homeless response system consisting of the County and the Cities (“Project PATH”).

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 1(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 1(b)) (the “Advisory Board”).
- (b) The Office will primarily consist of a person (the “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 as specified in House Bill 4123, 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 develop a five-year 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 a recommendation to the Parties of the strategic plan developed by the Office.
- (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 \$1,000,000 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 Schedule 4(d) 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 Schedule 4(d) 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 the operations of Project PATH. Umatilla will retain fiscal and managerial oversight of Project PATH, including the Office and the Director.
- (f) 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.

- (g) 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. Umatilla is currently negotiating a Transitional Housing Services Agreement (the "Services Agreement") with Stepping Stones of Hermiston Inc., an Oregon nonprofit corporation, to provide certain services to further the objectives of Project PATH, which Services Agreement shall be subject to review and corresponding recommendation for approval by the Advisory Board, not to be unreasonably withheld, conditioned, or delayed.
- (h) 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.
- (i) Umatilla's legal counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary. Such advice may include, but is not limited to, advice on public meetings law, the requirements of HB 4123, and the formulation of necessary bylaws.

## 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 Dorran, County Commissioner  
Phone: 541-278-6201  
Email: dan.dorran@umatillacounty.gov
  - (ii) City of Umatilla: David Stockdale, City Manager.  
Phone: 541-922-3226 x102  
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: David Slaght, City Administrator  
Phone: 541-376-6038  
Email: dave@echo-oregon.com
  - (v) City of Stanfield: Benjamin Burgener, City Manager  
Phone: 541-449-3831  
Email: citymanager@cityofstanfield.com
- (b) 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.

- (c) 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.
- (d) Term; Termination. The initial term of this Agreement shall commence on \_\_\_\_\_, 2022 (“Commencement Date”), and end on June 30, 2024 (the “Initial Term”). County, Hermiston, Stanfield, and Echo may not voluntarily terminate or withdraw from this Agreement during the Initial Term. The term of this Agreement shall automatically renew for additional successive 12-month periods, 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).
- (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. All 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]*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**UMATILLA COUNTY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF UMATILLA:**

By: \_\_\_\_\_  
David Stockdale, City Manager  
Date: \_\_\_\_\_

**CITY OF HERMISTON:**

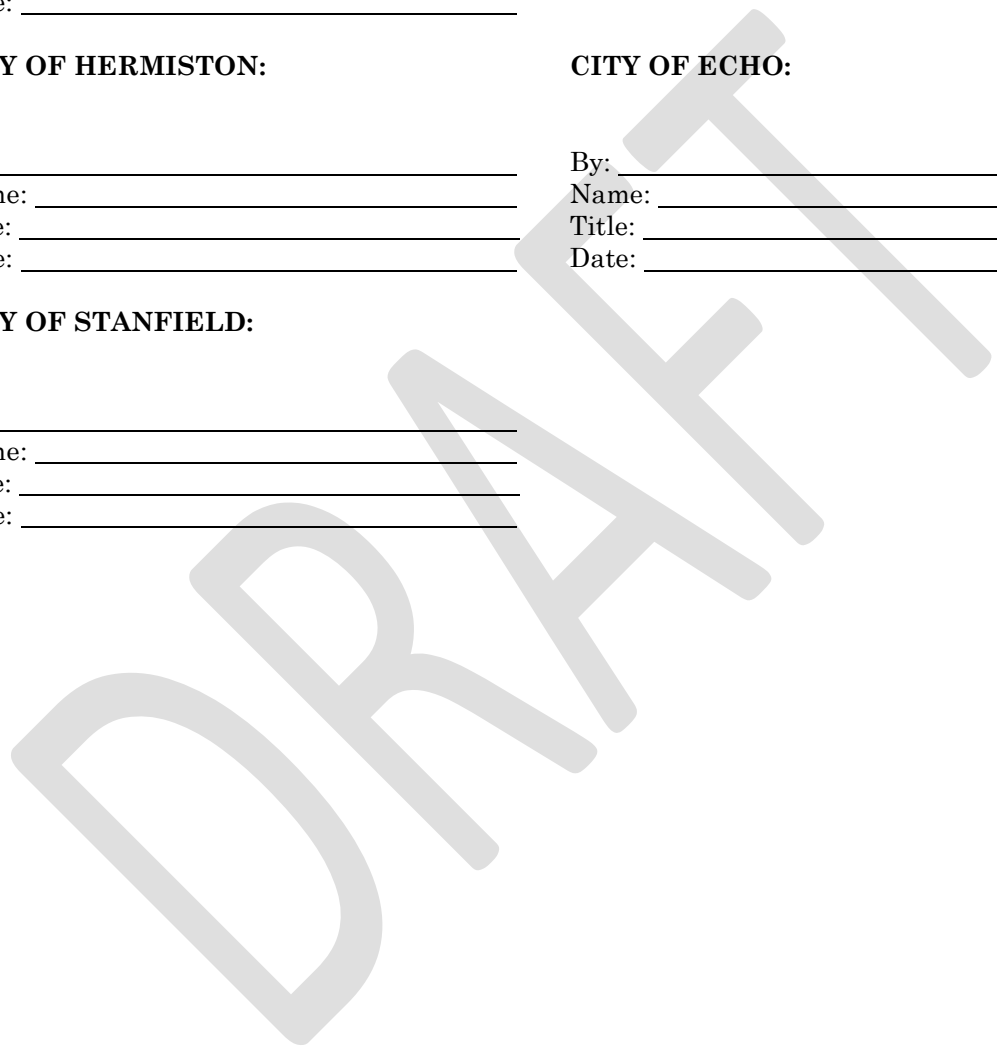
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF ECHO:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF STANFIELD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit A**

**Project PATH Description**

[Attached.]

DRAFT

**Schedule 4(d)**

**Termination Fee Schedule**

<b>Calendar Year Termination Occurs</b>	<b>Total Termination Fee</b>	<b>Party</b>	<b>Party's Termination Fee Percentage</b>	<b>Party's Termination Fee Amount</b>
2024	\$712,000	County	30%	\$213,600
		Hermiston	30%	\$213,600
		Stanfield	6%	\$42,720
		Echo	4%	\$28,480
2025	\$623,000	County	30%	\$186,900
		Hermiston	30%	\$186,900
		Stanfield	6%	\$37,380
		Echo	4%	\$24,920
2026	\$534,000	County	30%	\$160,200
		Hermiston	30%	\$160,200
		Stanfield	6%	\$32,040
		Echo	4%	\$21,360
2027	\$445,000	County	30%	\$133,500
		Hermiston	30%	\$133,500
		Stanfield	6%	\$26,700
		Echo	4%	\$17,800
2028	\$356,000	County	30%	\$106,800
		Hermiston	30%	\$106,800
		Stanfield	6%	\$21,360
		Echo	4%	\$14,240
2029	\$267,000	County	30%	\$80,100
		Hermiston	30%	\$80,100
		Stanfield	6%	\$16,020
		Echo	4%	\$10,680
2030	\$178,000	County	30%	\$53,400
		Hermiston	30%	\$53,400
		Stanfield	6%	\$10,680
		Echo	4%	\$7,120
2031	\$89,000	County	30%	\$26,700
		Hermiston	30%	\$26,700
		Stanfield	6%	\$5,340
		Echo	4%	\$3,560
2032	\$0.00	County	30%	\$0.00
		Hermiston	30%	\$0.00
		Stanfield	6%	\$0.00
		Echo	4%	\$0.00