

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

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: PATH Project - IGA

<p>Background:</p> <p>The draft intergovernmental agreement for the PATH project is before the Board for review and approval. The details of the agreement are set out in the attachment.</p>	<p>Requested Action:</p> <p>Approve Agreement and authorize signing of finalized document</p>
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ATTACHMENTS: Background summary; Proposed IGA

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

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: October 5, 2022

Action taken:

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Follow-up:

1. **Advisory Board.** The authority and overarching role of the Advisory Board (as required and described by HB4123 and further in this IGA). In summary, the City of Umatilla will conduct and manage the Office of the Director (again, as required by HB4123 and further described in this IGA), but all decisions of hiring the Director (either a person or an entity) can only occur with the recommendation of the Advisory Board. Service Agreements and any other agreements necessary to operate PATH can also only occur with the recommendation of the Advisory Board. The Strategic Plan must be approved by the Advisory Board. In short, Umatilla is happy to take on the responsibility to do all the necessary work to bring our own information/recommendation to the Advisory Board, who will in turn make their own recommendation/approval of such important decisions. The day-to-day is left with Umatilla to coordinate with the Director.
2. **Public Meetings Law.** The Advisory Board meets the threshold requirement that these are Public Meetings. As such, we will be required to post agendas. We will also be required to develop Bylaws.
3. **Termination Fee.** For ease of identification and discussion, this IGA has created a Termination Fee. It is based upon the attached Stepping Stones Depreciation Schedule. Stepping Stones is bringing approximately \$1.1 million in resources which will be spent primarily on procurement of assets (navigation center building, sleep center building, Conestoga huts, infrastructure, etc.) Their funds originate from ARPA funds and are subject to federal procurement rules (which are virtually identical to the City of Umatilla's procurement policies). Their agreement requires that these facilities stay in either their ownership or public ownership. Stepping Stones certainly could have simply created such a facility on their own and we could have simply contracted with them to provide our desired services... leaving them as the owner of their expensed assets. We have collectively chosen to have PATH be in exclusively public ownership (for many reasons we have discussed prior). The result is Stepping Stones needs to mitigate their risk of "losing" their grant. So, we created the Depreciation Schedule and then converted that to a Termination Fee. The Fee is split 30%/30%/30% for Umatilla/Hermiston/County and 6%/4% for Stanfield/Echo respectively. The IGA does not allow anyone to terminate during the pilot program so the fee starts in 2024. No party would pay the fee if the agreement with Stepping Stones is not cancelled and it would take a vote of the Advisory Board to terminate that contract.

It is estimated that it will cost approximately \$425,000/year to operate this facility which will be paid fully by the pilot grant funds for the first two years. During that time, we will continue to work with Stepping Stones and each City to seek after and apply for additional grant funding to pay for these services beyond the first two years. We are collectively sharing the risk associated with future costs and what the appropriate level of services will be beginning July 1, 2024.

## EXPENSES-DEPRECIABLE ASSETS

Asset Name	Asset Class	Description	Acquisition Cost	Initial Investment (±0%)	Acquisition Net Cost	Estimated Useful Life (Years)	Estimated Fixed-Declining Depreciation	5-Year Buyout	10-Year Buyout
Water System	Land Improvement	Well/Pump/Pipes	\$25,000.00	\$2,500.00	\$22,500.00	15	\$1,250.00	\$16,250.00	\$10,000.00
Sewer System	Land Improvement	Septic/Permit/Tank/Fence	\$90,000.00	\$9,000.00	\$81,000.00	15	\$4,500.00	\$58,500.00	\$36,000.00
Fencing	Land Improvement	Perimeter Fencing	\$100,000.00	\$10,000.00	\$90,000.00	15	\$6,000.00	\$60,000.00	\$30,000.00
Security System	Information Systems	Security including Poles	\$30,000.00	\$3,000.00	\$27,000.00	5	\$5,400.00	\$0.00	\$0.00
Paving	Land Improvement	Asphalt 11k sq ft	\$200,000.00	\$20,000.00	\$180,000.00	15	\$12,000.00	\$120,000.00	\$60,000.00
Power Improvements	Land Improvement	Transformers/Piping	\$100,000.00	\$10,000.00	\$90,000.00	15	\$6,000.00	\$60,000.00	\$30,000.00
General Landscaping	Land Improvement		\$2,500.00	\$250.00	\$2,250.00	15	\$150.00	\$1,500.00	\$750.00
*Façade Improvements	Land Improvement	Façade Masonry	\$5,000.00	\$500.00	\$4,500.00	10	\$450.00	\$2,250.00	\$0.00
Office Furniture	Office Furniture	General Physician/Other Room	\$27,500.00	\$2,750.00	\$24,750.00	7	\$3,535.71	\$7,071.43	\$0.00
Appliances	Equipment		\$15,000.00	\$1,500.00	\$13,500.00	7	\$1,928.57	\$3,857.14	\$0.00
*Remodel Work	Land Improvement		\$12,500.00	\$1,250.00	\$11,250.00	10	\$1,125.00	\$5,625.00	\$0.00
Mattress/Bedding	Capital		\$12,000.00	\$1,200.00	\$10,800.00	5	\$2,160.00	\$0.00	\$0.00
Bunk Beds	Furniture		\$10,000.00	\$1,000.00	\$9,000.00	7	\$1,285.71	\$2,571.43	\$0.00
Modular	Land Improvement		\$256,000.00	\$25,600.00	\$230,400.00	15	\$15,360.00	\$153,600.00	\$76,800.00
*Site Prep	Land Improvement		\$25,000.00	\$2,500.00	\$22,500.00	10	\$2,250.00	\$11,250.00	\$0.00
Technology Equipment	Information Systems		\$3,000.00	\$300.00	\$2,700.00	5	\$540.00	\$0.00	\$0.00
Storage Sheds	Land Improvement	2 Sheds	\$15,000.00	\$1,500.00	\$13,500.00	15	\$900.00	\$9,000.00	\$4,500.00
Lockers	Furniture		\$3,000.00	\$300.00	\$2,700.00	7	\$385.71	\$771.43	\$0.00
Covered Patio	Land Improvement	Walkway/Concrete Pad	\$20,000.00	\$2,000.00	\$18,000.00	15	\$1,200.00	\$12,000.00	\$6,000.00
Heating Units	Equipment		\$7,500.00	\$750.00	\$6,750.00	7	\$964.29	\$1,928.57	\$0.00
*Power Installation	Land Improvement	Units (1)w/AC	\$8,000.00	\$800.00	\$7,200.00	10	\$720.00	\$3,600.00	\$0.00
*Lighting	Land Improvement	Common Area Lighting	\$16,000.00	\$1,600.00	\$14,400.00	10	\$1,440.00	\$7,200.00	\$0.00
Outdoor Tables	Furniture		\$5,000.00	\$500.00	\$4,500.00	7	\$642.86	\$1,285.71	\$0.00
<b>TOTALS</b>					\$889,200.00		\$538,260.71	\$254,050.00	

## 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: \_\_\_\_\_

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**Exhibit A**

**Project PATH Description**

[Attached.]

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**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

EXHIBIT A  
GRANT AGREEMENT

Title: House Bill 4123 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-4123-08

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Umatilla County (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

The Contract includes attached Exhibit A - Project Description, which is incorporated by this reference.

Pursuant to the Oregon Laws 2022, chapter 70, section 3 (the “Authorization”), the Oregon Legislature appropriated \$1,000,000 from the General Fund for a grant to Recipient to establish a coordinated homeless response system consisting of Recipient, the City of Umatilla, the City of Stanfield, the City of Echo, the City of Hermiston and any other parties to the agreement forming the response system, as more particularly described in Exhibit A (the “Project”).

**SECTION 1 – GRANT**

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$1,000,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

**SECTION 2 – DISBURSEMENT**

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

**SECTION 3 - USE OF GRANT**

- A. Use of Grant Moneys. Recipient shall use the Grant to implement the Project, as more particularly described in Exhibit A.
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

#### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

A. Organization and Authority.

- (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

#### SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.

C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:

- (1) Brief description of the Project and use of Grant funds to date;
- (2) Timeline for major Project deliverables;
- (3) Grant funds spent to date; and
- (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.
  - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

**SECTION 8 - MISCELLANEOUS**

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) DAS makes no warranty or representation.
- (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential, or punitive damages in connection with or arising out of this Contract.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS:

Oregon Department of Administrative Services  
ATTN: Kate Nass, Deputy Chief Financial Officer  
155 Cottage St. NE  
Salem OR 97301  
[kate.nass@oregon.gov](mailto:kate.nass@oregon.gov)



If to Recipient: Umatilla County  
ATTN: Robert Pahl, CFO  
216 SE 4<sup>th</sup> St. Room 116  
Pendleton, OR 97801  
[robert.pahl@umatillacounty.gov](mailto:robert.pahl@umatillacounty.gov)

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules, or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.



**EXHIBIT A**  
**PROJECT DESCRIPTION**

Pursuant to the Authorization, Recipient shall use Grant funds for the Project as follows:

(1) Within 90 days of receiving the Grant funds, Recipient shall enter into an agreement among Recipient, the City of Umatilla, the City of Stanfield, the City of Echo, the City of Hermiston, and any other parties to the agreement to create a coordinated homeless response system (the “System”) that consists of, at a minimum:

- (a) The establishment of a coordinated homeless response office;
- (b) An advisory board with representation from the governing body of each member government;
- (c) Specific roles of each member to support the advisory board and office;
- (d) Plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578; and
- (e) The establishment of a centralized point of contact for the office.

(2) The System, with Recipient’s oversight, shall use the Grant funds to:

- (a) Hire necessary staff for the office;
- (b) Support coordinated communications and public engagement;
- (c) Support community outreach and policy development, including stipends for people with current or recent lived experience of homelessness;
- (d) Acquire technical assistance and capacity building, including contracting with consultants; and
- (e) Pay for other expenses reasonably necessary to meet the requirements in this Exhibit A.

(3) Within one year of receiving the Grant funds, the System, through the advisory board or each member government to the agreement, shall adopt a five-year strategic plan that will identify and set goals for addressing:

- (a) Funding to support the ongoing operations of the System;
- (b) Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties;
- (c) Incorporating national best practices for ending homelessness;
- (d) Eliminating racial disparities within homeless services within the service area; and
- (e) Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

(4) No later than November 15, 2023, and September 15, 2024, the System shall provide a report to the Housing and Community Services Department, Oregon Housing Stability Council and one or more appropriate interim committees of the Legislative Assembly in the manner provided in ORS 192.245 on:

- (a) The goals adopted in the five-year strategic plan and the progress made in implementing the plan;
- (b) Other changes in homelessness services, ordinances of member governments relating to homelessness and partnerships or programs established that are specifically related to member

government actions arising out of the agreement; and

(c) Identified challenges and opportunities relating to:

(A) Regional coordination of homelessness services and planning;

(B) Needs for technical assistance regarding program development or other programs from the Housing and Community Services Department; and

(C) Addressing racial disparities through partnerships with culturally specific and responsive organizations serving populations overrepresented in experiencing homelessness, including Black, Indigenous, People of Color, federally recognized tribes and tribal members and outreach and engagement with these populations.

(5) In performing the Project tasks identified in this Exhibit A, the System shall coordinate with and develop partnerships with local and regional stakeholders, including, but not limited to:

(a) Advocates for people experiencing homelessness and for people with lived experience of homelessness;

(b) Community action agencies;

(c) Housing authorities;

(d) Affordable housing providers;

(e) Behavioral health providers;

(f) Law enforcement;

(g) Educational agency liaisons for homeless children as described in 42 U.S.C. 11432;

(h) Local Department of Human Services offices;

(i) Courts;

(j) Legal aid;

(k) Coordinated care organizations, as described in ORS 414.572;

(l) Emergency shelter providers;

(m) Homeless service providers;

(n) Organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors, members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities; and

(o) The Housing and Community Services Department.

(6) In performing its duties under this section, the System shall coordinate with law enforcement, service providers and governing bodies to implement safe and humane processes to maintain public and environmental health and safety, balancing important individual and community rights.

(7) The System may use Grant funds in excess of those funds needed by the System to accomplish the requirements of the System under sections (1) to (6) of this Exhibit A to support the delivery of homeless services and shelter consistent with the five-year strategic plan, including through contracts with service providers.