

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF PENDLETON, a unit of local government, referred to in this Agreement as “City of Pendleton,” and the CITY OF HERMISTON, a unit of local government, referred to in this Agreement as “City of Hermiston.”

RECITALS:

WHEREAS, ORS 190.003 provides: “As used in ORS 190.003 to 190.130, ‘unit of local government’ includes a county, city, district or other public corporation, commission, authority or entity organized and existing under statute or city or county charter.”

WHEREAS, ORS 190.010 entitled “Authority of Local Governments to Make Intergovernmental Agreement,” provides: “A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

WHEREAS, Business Oregon has announced the availability of Community Development Block Grants (CDBG) for the purpose of responding to emergencies.

WHEREAS, the federal government has identified the following activities as examples of eligible uses of CDBG:

Provide technical assistance grants, loans, and other financial assistance to establish, stabilize and expand microenterprises that provide medical, food delivery, cleaning and other services to support home health and quarantines.

Avoid job loss caused by business closures related to social distancing by providing short term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.

WHEREAS, the City of Pendleton desires to be the lead applicant for the Umatilla County area within the region and will act on behalf of the parties as lead applicant.

WHEREAS, the City Council of the City of Pendleton held a public hearing about the grant program and voted to support the program and authorized the Pendleton City Manager to execute all necessary documents to carry out the program.

WHEREAS, the grant program will be administered by EUVALCREE, a third party administrator.

WHEREAS, the grants will be accessible to businesses in the jurisdictions of cities with executed intergovernmental agreements.

WHEREAS, the grant application will specify in detail how the area will be served by the

Microenterprise Business Grant Program. Now, therefore,

THE PARTIES AGREE AS FOLLOWS:

1. The parties will create a Microenterprise Business Assistance Program with the City of Pendleton as Lead CDBG Applicant and entity that will administer the Business Grant Program.
2. The parties intend to implement a Business Grant Program by offering grants to qualified low- or moderate income micro-entrepreneurs or employers of low moderate income individuals who have suffered at a 25% decline in business revenue for a minimum of two weeks or have decided to close or contract their businesses to comply with social distancing guidelines.
3. The grant application will contain the necessary details to serve the City of Hermiston with the Microenterprise Business Assistance Grant and how implementation will comply with 2020 and subsequent CDBG distribution program requirements.
4. INDEMNITY. Each party agrees to defend, indemnify and hold the other harmless from and against all claims, suits, losses, damages, liabilities, costs and expenses resulting from or arising out of any negligent performance or failure to perform on the part of the indemnifying party, its officers, employees or agents. The party's indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and any applicable limitations of the Oregon Constitutions.
5. TERM. This agreement shall be effective upon start date of CDBG Program: Sept 1, 2022.
6. TERMINATION. This agreement may be terminated by any party provided written notice is given to the other party at least thirty (30) days prior to the termination date. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.
7. AMENDMENTS. No amendments to the agreement shall be effective unless made in writing and signed by both parties.

CITY OF PENDLETON

CITY OF HERMISTON

By: _____
Name
Title

By: _____
Name
Title

Dated: _____, 2024

Dated: _____, 2024