

## Subgrant Agreement

This Subgrant Agreement (“Agreement”), entered into as of the date last provided on the signature page (“Effective Date”), is between the **City of Scappoose**, hereinafter referred to as “Scappoose,” whose address is 33568 E. Columbia Ave, Scappoose, Oregon 97056, and the **City of St. Helens**, hereinafter referred to as “St. Helens,” whose address is at 265 Strand Street, St. Helens, Oregon 97051. Scappoose and St. Helens are collectively referred to herein as the “parties” and each individually as a “party.”

1. St. Helens was selected by the Ford Family Foundation for inclusion in its Growing Rural Oregon (“GRO”) initiative that is developing entrepreneurial ecosystems in rural communities throughout the state. Ford Family Foundation awarded St. Helens a \$100,000 grant on October 31, 2022 (the “Grant”) for program and small business entrepreneurial ecosystem development (the “Purpose”). St. Helens shall have the opportunity to apply for continuing Grant funds to support the Purpose annually, for the next two years.
2. Columbia Economic Team (“CET”) was a 501(C)(6) nonprofit entity that provided economic development programs throughout Columbia County. CET was engaged in the St. Helens GRO initiative. St. Helens executed a Memorandum of Understanding with CET on February 23, 2023 (the “MOU”) to pass through certain Grant funds to CET, to further perform the Purpose.
3. CET announced its intent to dissolve in December 2025 and has since been working to distribute its programs and resources to partners within Columbia County who may continue these programs. Scappoose desires to undertake certain roles and responsibilities that CET fulfilled within Columbia County via a county-wide business collaboration housed in Scappoose (the “Program”).
4. Small business advising, facilitation, marketing, promotion, and support are core competencies and the focus of the Program. Further, the Program is closely aligned with the GRO program framework and Grant Purpose.
5. St. Helens desires to pass through certain Grant funds to Scappoose in order to pay for Program related services.

NOW, THEREFORE, based on the mutual covenants set forth in this Agreement, the parties agree to the following terms and conditions:

1. Pass-through of Grant Funds.

- a. Upon the Effective Date, St. Helens shall provide all remaining Grant funds to Scappoose for Scappoose to use in connection with the Program. Scappoose represents to St. Helens that the Program aligns with the Grant Purpose. Scappoose shall comply with all terms of the Grant for the term of this Agreement.
  - b. Scappoose shall assist St. Helens in annually applying for continuing Grant funds in connection with the Purpose. If St. Helens is awarded Grant funds in 2027 and 2028, St. Helens shall immediately pass these Grants funds through to Scappoose in accordance with Section 1.a. The provision and use of all Grant funds shall be subject to the terms of this Agreement.
2. Term and Termination. The Agreement shall continue in full force and effect for the term of the Grant, as amended by subsequent awards of funds, unless written notification by either party is presented to the other party on or before September 30 of intent to terminate this Agreement effective on December 31 of the year of said termination notice.
  3. Indemnification. To the maximum extent permitted by law, the parties shall defend, indemnify, and hold each other, their elected and appointed officials, agents, and employees harmless from and against any claims, damages, losses, and expenses, including attorneys' fees, which arise out of the action or inaction of the parties, their elected or appointed officials, agents, or employees in the performance of this Agreement.
  4. Miscellaneous. This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Agreement may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. Neither party may assign this Agreement without the written consent of the other party. If any provision of this Agreement is held to be invalid, unconstitutional, or preempted, the remaining provisions will remain in full force and effect.

St. Helens, Oregon

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Scappoose, Oregon

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_