

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2020 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: East Linn County/City of Sweet Home Emergency Childcare

Agreement Date: July 8, 2020

Signatory Parties: City of Sweet Home, City of Lebanon

Agreement: The above signatory parties agree to jointly sponsor an Emergency Childcare Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of Sweet Home as the lead agency that will be responsible for applying, receiving and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG is to manage an Emergency Childcare program to provide assistance to essential workers, first responders, and low-to-moderate income workers needing childcare.

Constraints: The activities funded by this grant must be in response to an urgent need brought about by a state of emergency, which, in this case, is the COVID-19 pandemic.

The Boys and Girls Clubs of the Greater Santiam will enter into a sub-recipient agreement with the lead agency, the City of Sweet Home, to manage the emergency childcare program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signatory.

A. Oregon Revised Statutes Chapter 190 authorizes units of local government to enter into written agreements with any other 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. The agreement may provide for the performance of a function or activity by means of facilities or equipment jointly constructed, owned, leased, or operated, or by one of the parties for any other party, or by a combination of any methods described in ORS 190.010.

B. **Personnel/Workers' Compensation.** Employees or volunteers of each party shall remain employees/volunteers of that agency, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers, and; each party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

C. **Hold Harmless/Indemnity.** Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260 through ORS 30.300, the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this Agreement. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.

D. **Amendment.** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.

E. **Non-Discrimination.** The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, family status, marital status, source of income, national origin or mental or physical disability in the performance of this Agreement.

F. **Public Contracting.** Both parties agree to comply with the Oregon Public Contracting Code, ORS 279A-ORS 279C, as applicable, particularly with regard to contracts with third-party vendors entered in the performance of the parties' respective obligations under this Agreement.

G. **Attorney's Fees.** If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own expense of such action.

H. **Severability.** If any part, paragraph, section, or provision of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, paragraph, or provision of this Agreement.

I. **Waiver.** The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

J. **Assignment.** This Agreement may not be assigned to either party without the written consent of the other party.

K. **Governing Law.** This Agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.

So Agreed:

Ray Towry
City Manager, City of Sweet Home

Date

Ron Whitlatch
Interim City Manager, City of Lebanon

Date