

## INTERGOVERNMENTAL AGREEMENT TO PROVIDE SMALL BUSINESS AND MICROENTERPRISE ASSISTANCE

PARTIES: This is an intergovernmental agreement under ORS 190.003 to 190.110, by the CITY OF SWEET HOME and LINN COUNTY, which are both “units of local government,” as that term is used in ORS 190.003.

WHEREAS, the City of Sweet Home and Linn County desire to partner with each other to provide Emergency Small Business and Microenterprise assistance within their jurisdictions using Community Development Block Grants and other available funds; and

WHEREAS, the most effective means of partnering in this matter is for the City of Sweet Home to apply for a Community Development Block Grant and designate a non-profit corporation that meets the requirements of Section 105(a)(15) of the federal Housing and Community Development Act to carry out the Small Business and Microenterprise assistance program as allowed by 24 CFR Part 570.489(e)(2)(ii);

NOW, THEREFORE, the Parties agree as follows:

1. **Community Development Block Grant Application.** The City of Sweet Home will apply for a Community Development Block Grant for the purpose of providing Emergency Small Business and Microenterprise assistance within all areas of Linn County, except for all territory within the city limits of the City of Albany. Linn County acknowledges and approves of this application.
2. **Sub-Grantee Agreement.** The City of Sweet Home will enter into a sub-grantee agreement with a non-profit corporation to provide Grant Administration and Program Management Services for any Community Development Block Grant program initiated as a result of its application.
3. **No Financial Obligations.** Except for any Community Development Block Grant funds received as a result of the City of Sweet Home’s application, this agreement does not obligate the City of Sweet Home or Linn County to contribute any funds for Emergency Small Business and Microenterprise assistance.
4. **Term.** This agreement shall take effect upon the signatures of both parties, and shall continue until all associated Community Development Block Grants funds are expended and the resulting Emergency Small Business and Microenterprise assistance programs have ceased.
5. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from actions derived for the purpose of this agreement.
6. **Entire Agreement.** This Agreement signed by all parties is the parties’ final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

SIGNATURE PAGE

Linn County

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY, OREGON, pursuant to Linn County Order # \_\_\_\_\_:

\_\_\_\_\_  
Roger Nyquist, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
John K. Lindsay, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Tucker, Commissioner

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gene Karandy, County Attorney

\_\_\_\_\_  
Date

SIGNATURE PAGE

City of Sweet Home

\_\_\_\_\_  
Ray Towry, City Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Robert Snyder, City Attorney

\_\_\_\_\_  
Date