

**CITY OF SWEET HOME and LINN-BENTON COMMUNITY COLLEGE SBDC**  
**Intergovernmental Agreement**  
**For Business Advising and Training Services**

The City of Sweet Home, a municipal corporation of the State of Oregon, hereinafter referred to as CITY and Linn-Benton Community College an Educational Institution of the State of Oregon, hereinafter referred to as LBCC, and jointly referred to as PARTIES, or individually as a PARTY, mutually agree as follows:

All notifications necessary under this AGREEMENT shall be addressed to:

City of Sweet Home  
Ray Towry, City Manager  
3225 Main Street  
Sweet Home, OR 97355  
541-367-8969

Linn Benton Community College  
Jeff Flesch, Interim SBDC Director  
6500 Pacific Boulevard SW  
Albany, OR 97321  
541-917-4930

**RECITALS**

- A. The CITY desires to provide financial assistance to LBCC as it is in the public interest to conduct trainings and business advising programs for entrepreneurs and small businesses in Sweet Home. LBCC will also provide extended programs in the Sweet Home area such as supporting the work of the Foundry Collective and having business advisers available in the community; and
- B. The CITY is very satisfied with the services provided by LBCC and the strong partnership and collaborative relationship between the organizations to foster business and economic development in the area.

**1. TERM:**

1.1 CITY and LBCC agree that this intergovernmental AGREEMENT is entered into pursuant to ORS 190.010. It is the intent of the PARTIES that this AGREEMENT is effective from July 1, 2021 through June 30, 2022.

1.2 This AGREEMENT may cross fiscal years, so funding for future years is contingent upon the City Council adopting appropriations.

**2. SCOPE:**

2.1 LBCC will provide CITY with business advising and training services and quarterly reports per the attached SCOPE OF WORK, dated September 25, 2019.

**3. COMPENSATION:**

3.1 CITY will pay LBCC \$2,500 annually in one annual payment between July 1 and December 31, 2021.

**4. PARTIES agree as follows:**

4.1 The PARTIES intend that in performing this AGREEMENT, each shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Neither CITY nor LBCC is to be considered an agent or employee of the other.

4.2 Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260-30.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys' 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, when such liability, action, claim, loss, damage or other cost results from the actions of that party in the course of this AGREEMENT. Nothing in this AGREEMENT shall be deemed to create a liability for any party in excess of the Oregon Tort claims limits for either party.

5. This AGREEMENT shall not be assigned, nor shall duties under this AGREEMENT be delegated, and no assignment or delegation shall be of any force or effect without the written approval of the contracting officers of LBCC and CITY.
6. Either PARTY may terminate this AGREEMENT effective June 30 of any year, provided that the terminating PARTY provides the non-terminating PARTY with a thirty (30) day written notice of the date and year in which the termination will be effective. PARTIES may, by mutual written consent only agree to terminate this AGREEMENT effective on another date.
7. PARTIES shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment. The parties agree not to discriminate on the basis of race, religion, religious observance, gender identity or expression, color, sex, marital status, familial status, citizenship status, national origin, age, mental or physical disability, sexual orientation, or source or level of income in the performance of this contract.
8. PARTIES shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.403, ORS 659A.406, ORS 559A.142, ORS6594.145, and all regulations and administrative rules established pursuant to those laws.
9. PERSONAL IDENTIFYING INFORMATION: PARTIES agree to safeguard personal identifying information in compliance with Oregon Revised Statute ORS 6464.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
10. This writing is intended both as the final expression of the agreement between the PARTIES with respect to the included terms and as a complete and exclusive statement of the terms of the AGREEMENT. No modification of this AGREEMENT shall be effective unless and until it is made in writing and signed by both PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the dates hereinafter respectively set forth.

**CITY OF SWEET HOME**

By \_\_\_\_\_

Raymond Towry, City Manager

Date of Execution: \_\_\_\_\_

**LINN-BENTON COMMUNITY COLLEGE**

By \_\_\_\_\_

Sheldon Flom, Vice President of Finance

Date of Execution: \_\_\_\_\_

By \_\_\_\_\_

Jeff Flesch, Interim SBDC Director

Date of Execution: \_\_\_\_\_

**Scope of Work**  
**For the Intergovernmental Agreement Between**  
**City of Sweet Home**  
**And**  
**The Small Business Development Center (SBDC) at Linn-Benton Community College**  
**September 25, 2019**

**Partnership Objectives**

The objectives of the proposed partnership are to foster economic development in the City of Sweet Home. We will apply our menu of services, based on our proven techniques and skills, to assist the City of Sweet Home in achieving their stated outcomes for:

- Launching new companies
- Growing existing companies
- Retaining companies in the Sweet Home area
- Helping local companies grow revenues and increase profits
- Helping local companies create new jobs and/or retain jobs that are at risk

**Targeted Impacts**

At a minimum, the SBDC will deliver the following impacts:

- New Sweet Home advising clients     10/year
- Long-term clients (5+ hours)         3/year
- New business starts                     2/year
- Jobs created/retained                  5/year
- Training events held                     1/quarter

**Reporting**

The SBDC tracks all client engagements through an internal database. Each quarter we will provide a quantitative summary of results generated under this partnership. All reported impacts will be subject to our internal client impact validation process. Reports will include:

- Number of Sweet Home clients assisted
- Number of Sweet Home long-term client engagements (5+ hours of counseling)
- Total number of counseling hours provided to Sweet Home clients
- Number and type of training events conducted in Sweet Home
- Number of new business starts in Sweet Home
- Jobs created in Sweet Home
- Jobs retained in Sweet Home (where jobs were at risk)

## **Funding**

The City of Sweet Home will pay **\$2,500 paid once annually** to the SBDC. This will help to fund the cost of providing business advisers as part of this partnership. The funding will help the SBDC dedicate additional resources in Sweet Home. The SBDC continues to commit, as Ford Family Foundations funding is available, to provide a Small Business Management course in Sweet Home every other year, currently in even-numbered years.

Key to insuring that this partnership achieves its objectives is the active participation of the City of Sweet Home Economic Development Office, principally in the retention, expansion, and recruitment of local companies and start-up entrepreneurs to work with the SBDC. Specific tasks include:

- Identify individuals and companies for SBDC to engage with
- Market and promote SBDC services to Sweet Home area companies
- Help to integrate SBDC advising services with Oregon RAIN/ROI activities
- Make referrals to SBDC long-term training programs where appropriate

## **The SBDC Menu of Services - How the SBDC will Generate Results**

Each business has unique circumstances and needs. All client engagements begin with an informal assessment where the business owner and the SBDC adviser determine the current state of the business and the priorities for focusing attention for improvement.

It is the experience of the SBDC that the results this partnership seeks – including business starts, business growth, and job creation – typically come through two methodologies: one-on-one business advising, and business participation in SBDC structured programs. Accordingly, this scope of work outlines how each of these two elements is typically applied for the benefit of the business.

### **One-On-One Business Advising**

SBDC business advisers will meet with people who are referred to us by the Corvallis Benton County Economic Development Office. Those people will either be considering starting a small business or who already have a business in operation. The SBDC will also recruit Corvallis and Benton County businesses through our other marketing efforts. Clients never pay a fee for this advising service no matter how much time they spend with SBDC advisers.

An initial conversation (usually by phone) is held with each referral to gauge where in the business development life cycle they are and what kinds of advising support will be most helpful for them.

After this conversation, the SBDC will assign the adviser best suited to meet those initial needs and a face-to-face meeting is held between the two. This initial meeting typically take takes place at the business, if is already established. During this meeting the business adviser and client review the client's business and needs, and specific follow-ups are defined.

Follow-up meetings between clients and advisers are scheduled based on the client's follow through and subsequent needs.

It is the goal of one-on-one advising to identify opportunities and challenges to growth, to work with the client to define how to pursue growth opportunities, and to stay with the business owner over a long enough period of time to help them bring these improvements to fruition. Ideally, SBDC advisers become their business advising partners for the life of their business.

### **The SBDC Team**

A key component of the SBDC's ability to generate positive economic results with the SBDC menu of services is the broad skill sets and professional experiences of SBDC business advisers. Each SBDC adviser has significant experience in starting, stabilizing, growing and exiting small businesses.

### **Collaborations**

SBDC will continue to maintain a relationship with the Foundry Collective, will provide classes at one or more downtown Sweet Home locations (as these come online), and provide access to an SBDC Small Business Adviser at these locations. SBDC will maintain a presence at Oregon RAIN events held in Sweet Home.