

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: City of Pendleton CDBG Agreement

<p>Background:</p> <p>The City of Pendleton applied for a CDBG grant in 2021 to provide grants to businesses impacted by COVID. The grants would be available to businesses outside the City, so that agreements with the County and other cities were necessary. An agreement with the County was not signed at that time, and the City is now requesting to complete the paperwork for the grant. The IGA is before the Board for review and approval.</p>	<p>Requested Action:</p> <p>Approve IGA with the City of Pendleton for the grant and authorize the Chair to sign</p>
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ATTACHMENTS: City memo; Proposed IGA

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: May 15, 2024

Action taken:

Follow-up:



CITY OF PENDLETON

REQUEST FOR CITY COUNCIL ACTION

Date Submitted:	Type of Action Requested:	Subject:
May 2, 2024	<input type="checkbox"/> Resolution	Approval of Intergovernmental Agreement (IGA) with the Umatilla County
Date Action Requested:	<input type="checkbox"/> Ordinance	
May 7, 2024	<input checked="" type="checkbox"/> Formal Action/Motion	
Attachments:(list) Proposed IGA	<input type="checkbox"/> Other _____	

TO: Mayor and City Council

FROM: Robb Corbett, City Manager

RECOMMENDATION: Approve the IGA to provide small business grants to support businesses impacted by COVID.

DISCUSSION: On March 16, 2021 the City Council voted to apply for a Community Development Block Grant from the State of Oregon to provide grants to businesses that were impacted by COVID. This grant was written by Greater Oregon Development Corporation (GEODC). The plan was that GEODC would administer the program. The grant was written in a way that created a partnership with the other area cities and Umatilla County and was awarded for \$150,000.

Upon receipt of the award, GEODC determined they were unable to administer the program and Business Oregon proposed that we partner with EUVALCREE, an organization in Ontario, OR.

The program has been underway and has benefitted numerous businesses, including 3 Pendleton businesses. Grant awards have been \$10,000 and are based on a decline in business revenue during the COVID cycle.

As the program winds down, it was noticed that in the process of shifting the administrative duties we failed to secure IGA agreements. Since Pendleton was

considered the applicant, the IGA's were to be between the City of Pendleton and the partners. We are working with the State of Oregon and they have affirmed the process we are following to get the paperwork in order by approving these now.

FISCAL IMPACT: \$150,000

COMMUNITY BENEFIT/IMPACT: \$150,000

ALTERNATIVES: I don't think there are any alternatives.

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 UMATILLA COUNTY, a unit of local government, referred to in this Agreement as “Umatilla County.”

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 outside of the City of Pendleton but within the Umatilla County.

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 that includes all of Umatilla County 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 Umatilla County 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

UMATILLA COUNTY

By: _____
Name
Title

By: _____
John M. Shafer, Chair
Board of Commissioners

Dated: _____, 2024

Dated: May 15, 2024