



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 6, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Grant Funding Agreements with Zenner’s Quality Meat Products, Cranston Machinery Company, Allied Technologies International, and Photo Solutions for business development grant awards. Total Combined Value of all four agreements is \$183,000. Funding is through state lottery dollars. No County General Funds are involved.

Previous Board Action/Review	1. On April 17, 2024 the Board of County Commissioners (Board) directed the Office of Economic Development (OED) to develop a Business Development Grant Awards program in the amount of \$600,000 to invest in local businesses to ensure their ongoing success in the County. 2. On December 11, 2024 in a policy session the BCC approved grant funding for 11 applicants as recommended by the Business Development Grant Review & Recommendation Committee. 3. On February 13, 2025 the first six of 11 funding agreements were approved by the BCC on the Consent Agenda.		
Performance Clackamas	1. Grow a Vibrant Economy		
Counsel Review	Amanda Keller	Procurement Review	N/A
Contact Person	Laura Edmonds	Contact Phone	503-742-4366

EXECUTIVE SUMMARY: On April 17, 2024, the Board directed OED to develop a Business Development Grant program in the amount of \$600,000 to invest in local businesses to ensure their ongoing success in the County. As directed by the Board, OED staff developed a competitive grant program providing funding to existing traded sector businesses of various sizes to relocate to or expand operations in Clackamas County. Businesses applied for funding to support Capital or Workforce Development projects, with a maximum award for any individual project capped at \$100,000. The program received 34 total applications, 17 of which met the minimum eligibility requirements. A Review & Recommendation Committee (R&RC) was formed to evaluate eligible applications and determine final project funding recommendations.

On December 11, 2024, staff presented the R&RC’s funding recommendations to the Board. The R&RC recommended funding 11 projects for a total of \$600,000. The Board unanimously approved the funding recommendations as presented and directed staff to create Funding Agreements for final Board approval.

This packet contains funding agreements for 4 of the 11 approved projects. Six were approved on the February 13, 2025 Consent Agenda. The remaining funding agreement has been delayed due to extenuating circumstances of the applicant.

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LIST OF APPROVED GRANT RECIPIENTS		
Business Name	Approved Award	Included in This Packet
Stumptown Coffee Corp	\$100,000	
GrowLife Inc DBA Bridgetown Mushrooms	\$90,000	
Overland Van Project	\$75,000	
Zenner's Quality Meat Products Inc	\$62,000	✓
Cranston Machinery Co Inc	\$51,000	✓
Trails End Spirits LLC	\$50,000	
Allied Technologies International Inc	\$50,000	✓
QB Fabrication & Welding Inc	\$50,000	
Miles Fiberglass & Composites Inc	\$26,000	
Locke Building Supply LLC	\$26,000	
Photo Solutions Inc	\$20,000	✓

RECOMMENDATION: Staff respectfully recommends approval of the Funding Agreements between Clackamas County and Zenner's Quality Meat Products Inc, Cranston Machinery Co Inc, Allied Technologies International Inc, and Photo Solutions Inc.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**CLACKAMAS COUNTY, OREGON
RECIPIENT GRANT FUNDING AGREEMENT**

Program Name: ***DTD/Office of Economic Development: Business Development Grant Program***
 Program Number: 600406

This Agreement is between **Clackamas County**, Oregon, acting by and through its
 DTD/Office of Economic Development (“COUNTY”),
 and **Zenner’s Quality Meat Products, Inc.** (“RECIPIENT”), an Oregon For-Profit Entity.

Clackamas County Data

Grant Administrator:	Program Manager: <i>Julia McCotter</i>
Clackamas County – Office of Economic Development 150 Beaver creek Road Oregon City, OR 97045 (503)742-4238 4biz@clackamas.us	Clackamas County – Office of Economic Development 150 Beaver creek Road Oregon City, OR 97045 (503) 742-4399 JMcCotter@clackamas.us

Recipient Data

Finance/Fiscal Representative:	Owner:
Heather Davis	Bryce Jenks
State of Oregon Business Registry Number:	004224-85

RECITALS

COUNTY seeks to promote economic development by investment into capital, capacity or workforce development projects for traded-sector businesses operating in Clackamas County.

On April 17, 2024, the Clackamas County Board of Commissioners (“Board”) approved a Business Development Grant program with the goals of using Lottery dollars to support business and workforce development activities, retaining Clackamas County based operations and attracting businesses looking to relocate into Clackamas County.

On December 11, 2024, the Board approved the Business Development Grants, as recommended by the Review & Recommendation Committee, and instructed the Office of Economic Development to proceed with finalizing funding agreements with the approved Recipients.

The initial total investment in the Business Development Grant Program from the County’s restricted fund allocation of lottery dollars in the 2024-25 fiscal year is \$600,000. The maximum lottery dollar funding for each grant is \$100,000. Grants may be for lesser amounts and no single grant may exceed \$100,000.

RECIPIENT submitted an application for use of grant funds for a Capital Purchase, Production Expansion and Capacity project as set forth in Exhibit B. The County has agreed to award RECIPIENT a portion of the requested grant funds to perform the project described in Exhibit A.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **December 11, 2024** and expiring **December 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Project.** The Project is described in Exhibit A, Scope of Work, attached hereto and incorporated by this reference herein. RECIPIENT agrees to carry out the Project in accordance with the terms and conditions of this Agreement and according to RECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** RECIPIENT shall perform all Project-associated activities in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall perform all activities according to required information in the attached Exhibits, which are attached to and made a part of this Agreement by this reference. RECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Such terms and conditions include, but are not limited to, the limitations set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540, for use of State lottery fund dollars, which are the primary source of funds under this Agreement. RECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or County funding requirements.
4. **Grant Funds.** County agrees to grant RECIPIENT a one-time lump sum not to exceed sixty-two thousand dollars (\$62,000.00). The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. RECIPIENT shall use the funds awarded under this grant solely for the purposes set forth in Exhibit A, attached hereto and incorporated herein.

Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if; award conditions are not met or sooner if; RECIPIENT is in default under this Agreement according to the terms in Exhibit A. Full or partial reimbursement may be required to the County if Recipient fails to deliver on project as identified in Exhibit A.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed or costs incurred before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as

Zenner's Quality Meat Products, Inc.

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follows:

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.
- b. Upon RECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure ;
- c. At any time upon mutual agreement by COUNTY and RECIPIENT.
- d. Immediately upon written notice provided to RECIPIENT that COUNTY has determined funds are no longer available for this purpose.
- e. Immediately upon written notice provided to RECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall be returned to the COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release RECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, RECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by RECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein.
10. **No Duplicate Payment.** RECIPIENT must use other funds in addition to the grant funds to complete the Project; provided, however, RECIPIENT may not credit or pay any grant funds for Project costs that are paid for with other funds and would result in duplicate funding.
11. **Non-supplanting.** RECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

12. **General Agreement Provisions.**

- a) **Non-appropriation Clause.** If payment for Project-associated activities and/or items under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) RECIPIENT's negligent or willful acts or those of its employees, agents, or those under RECIPIENT's control; or (2) RECIPIENT's acts or omissions in performing under this Agreement

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including, but not limited to, any claim by State or Federal funding sources that RECIPIENT used funds for an ineligible purpose. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section..
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.

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- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

13. **Insurance.** RECIPIENT shall secure at its own expense and keep in effect during the term of the performance under this Agreement the insurance required, and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of RECIPIENT under this Agreement. RECIPIENT shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Office of Economic Development, 150 Beavercreek Road, Suite 334, Oregon City, OR 97045 or emailed to the Economic Development Manager.

<input checked="" type="checkbox"/> Required - Workers Compensation: RECIPIENT shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

14. **Agreement Documents.**

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: RECIPIENT Approved Scope of Work: Project Description, Budget, Performance Outcomes and Reporting
- Exhibit B: RECIPIENT Original application, budget and required submission documents
- Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's
- Exhibit D: General Administrative Requirements and Terms & Conditions

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

Zenner's Quality Meat Products, Inc.

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- This Agreement
- Exhibit D
- Exhibit A
- Exhibit B
- Exhibit C

(Signature Page Follows)

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SIGNATURE PAGE TO RECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Zenner's Quality Meat Products, Inc.

Bryce Jenks
Bryce Jenks (Jan 27, 2025 12:06 PST)

By: _____

By: Bryce Jenks

Its: _____

Its: Marketing Director / Owner

Dated: _____

Dated: 01/27/2025

Approved to Form

By: *Amanda Wells*
County Counsel

Dated: 2/12/2025

ATTACHMENTS to be included:

Exhibit A: Scope of Work

Exhibit B: Original application packet

Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's

Exhibit D: General Administrative Requirements and Terms & Conditions

EXHIBIT A – SCOPE OF WORK

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

Grant Award Information

BUSINESS RECIPIENT:

Zenner’s Quality Meat Products, Inc.
2131 NW Kearney St, Portland, OR 97210

GRANT AWARD AMOUNT:

\$62,000

COUNTY Use of Funds

The source of funds under this Agreement are Lottery dollars budgeted in Clackamas County’s Office of Economic Development FY 2024-25 adopted Budget. The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. Use of funds is restricted to the following:

- (a) Creating jobs
- (b) Furthering economic development in Oregon
- (c) Financing public education

RECIPIENT Use of Funds

Grant funds may be used for the following eligible purposes:

Project Scope

Zenner's Quality Meat Products, Inc. is awarded a grant in the amount of \$62,000 to support a Capital Purchase, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 28220 SW Boberg Rd, Wilsonville, OR 97070. Grant funds will support the purchase and installation of a commercial smokehouse, as part of a larger project to relocate some manufacturing operations into Clackamas County. The goal of this capital purchase is to support the full transition of cooked product manufacturing into the Clackamas County facility, allowing for production expansion and increased environmental sustainability.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
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Enviro-Pak CVU-1300E two truck vertical airflow food processing oven smokehouse	1	EA	\$112,212	\$112,212	\$56,000	\$56,212
Installation Costs	1	EA	\$12,468	\$12,468	\$6,000	\$6,468
TOTALS:				\$124,680	\$62,000	\$62,680

Use of county granted funds is restricted to the expenditures specified in the above budget, as recorded in the “Grant Funds” column. Grant funds may only be used for eligible expenses incurred after December 11, 2024. Grant funds may not be used for reimbursement of any expenses incurred prior to December 11, 2024. Grant funds may not be used for the repayment of any debts, interest, or associated fees.

RECIPIENT agrees to spend its own matching funds specified as in the above budget in the “Match Funds” column. Grant funds and match funds may not be assigned to costs in a duplicative manner as outlined in Funding Agreement Section 10.

Request for Funding

Upon full signature of the Funding Agreement, RECIPIENT must submit all paperwork required by County to be paid as a vendor, and remit an invoice for full payment of the grant award.

Reporting

In addition to the required financial reporting and site visit(s) detailed in the Funding Agreement, RECIPIENT shall provide at minimum; one progress report and two outcomes reports. These reports shall include, at minimum, the following information:

Progress Report

- Description of grant and match funds spent
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs
- Verification of any new hire(s), hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation
- Year-to-date Profit & Loss statement
- Current FTE count

Year 1 Outcomes Report

- Description of grant and match funds spent since submission of Progress Report (if applicable)
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs since submission of Progress Report (if applicable)
- Verification of any new hire(s) made, hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation since submission of Progress Report (if applicable)
- Impact statement
- Current FTE count
- Lowest and average employee wage
- Jobs added since last report, wages of added jobs
- Year-to-date revenue, year-over-year revenue change
- Units produced, YoY change in units produced
- Production efficiency change
- Environmental efficiency change (energy, waste, etc.)

Year 2 Outcomes Report

- All information included in Year 1 Outcomes Report, updated for the reporting period
- Final year-end Profit & Loss statements for FY 2025 and FY 2026

These reports are due to the Clackamas County Office of Economic Development on the following schedule:

September 25, 2025 – Progress Report Due

Reporting period: *Date of agreement signature – September 18, 2025*

April 30, 2026 – Year 1 Outcomes Report Due

Reporting period: *Date of agreement signature – March 31, 2026*

April 30, 2027 – Year 2 Outcomes Report Due

Reporting period: *April 1, 2026 – March 31, 2027*

Recipients may also be asked to provide supplemental narrative information on project activities and outcomes for use in public reports and marketing initiatives.

Reports shall be submitted to the following address:

Julia McCotter
Management Analyst 2, Office of Economic Development Clackamas County
150 Beavercreek Road Oregon City, OR 97045
jmccotter@clackamas.us | (503) 742-4399



Business Development Grants Application

Applicant Information

Email

bryce@zennerssausage.com

Full legal name of your business

Zenner's Quality Meat Products, Inc.

Business Website

www.zenners.com

Business DBA, if applicable

NA

Employer Identification Number (EIN)

Enter SSN instead if you use that number as your tax ID

Oregon Secretary of State ID Number

004224-85

Incorporation date

1985-09-30

Corporate structure

Corporation (c-corp)

North American Industry Classification System (NAICS) code

311612

Industry name

Sausage and similar cased products made from purchased carcasses

Full name of the business owner

Jamie Cook & Bryce Jenks

Name of applicant contact, if different from owner name

Bryce Jenks

Name of applicant contact title, if different from "owner"

N/A

Business primary operations street address (current)

2131 NW Kearney St.

Business primary operations city (current)

Portland

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97210

Applicant contact phone number

5037528135

Project Information

1. Narrative summary of your project

Provide a summary of your project and the amount of your request (2000 character max). Describe what you want to do with your grant, providing any project details you feel are relevant for the scoring committee to consider.

Zenner's Quality Meat Products is currently operating out of Multnomah County. In 2023, we acquired a new Clackamas County residing location in Wilsonville and have spent 2024 making significant improvements to that facility (electrical, cooling, steam improvements) that will both reduce our environmental impact and increase our production capabilities. Several project setbacks stemming from electrical delays and unexpected costs are pushing our timeline to transition our workforce/production and are resulting in forfeiting initially intended project investments, notably a 3rd commercial smokehouse. Matched funding for this initially planned capital investment would help us to move forward with that aspect

of the project and assist both our timeline and our comfort in fully transitioning to the new building in Clackamas County.

2. Project Type

Capital project

3. Project Category

Choose ONE of the categories below. Choose the category that best fits your proposed project. See Section F of the NOFO for definitions of the categories.

Production Expansion and Capacity

4. Describe a Business Need

Provide a brief narrative describing the business need for grant funding (2000 character maximum) to assist with the project type and category you have chosen. The narrative should address at least one of the following, and any others which are relevant:

1. Describe the circumstances creating the business need;
2. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
3. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
4. If relevant to your chosen project, how the grant will specifically be used for the relocation of operations to Clackamas county, the prevention of business exodus from Clackamas county, or the expansion of operations in Clackamas county.

Zenner's Quality Meat Products, purchased a new building in 2023 at 28220 SW Boberg Rd Wilsonville, OR 97070 with the intent of modernizing and expanding our production capacity of Oregon made craft sausages in Clackamas County. This year, we've made significant investments in improving the acquired property from both a production capacity and energy efficiency perspective (i.e. industrial steam recycling economizer, cooling / electrical efficiency improvements and new production equipment). Our plans are to relocate our entire staff to Clackamas County and to hire additional employees in conjunction with our increased production capacity. As this project has developed, we're running up against budget constraints which may push our ability to fully take advantage of our improvements, particularly related to the purchase of an originally planned 3rd (3 truck) commercial smokehouse. We've already purchased and installed two commercial (2 truck) smokers, however our electrical / steam generating investments were intended to operate 3 commercial smokehouses. We're currently operating out of Multnomah county and had originally intended to be fully operational at

the new building early summer of this year; delays related to PGE and new equipment pushed this timeline out and have depleted funds to a point where we're having to forfeit aspects of our project, including the 3rd commercial smokehouse which would boost our production by 42% and take advantage of other investments we've already made. As such, we're considering maintaining a certain level of production at our current Multnomah facility (including staff) until the Boberg building is completely ready. Matched funding would greatly contribute to our decision to move forward with our initially planned 3rd commercial smokehouse (3-truck), which would in turn add 42% to our cooked product capacity and add to our comfort level of fully transitioning our workforce to the new Clackamas facility.

5. Describe the Business Impact(s) of the Grant

Provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally. 2000 character max

With the addition of a 3rd commercial smokehouse our cooked product capacity would increase by 42% and add to our comfort level of fully transitioning our workforce to the new Clackamas facility. Currently, we have plans to at least initially transition some of our production to Wilsonville and maintain some capacity in our current facility. Once the 3rd smoker is in place, we'd be more comfortable fully transitioning our production to Wilsonville.

6. Choose Expected Outcomes for the Project

All projects must have **at least one** defined expected outcomes which contribute to economic growth in Clackamas county. The outcome(s) you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide **one or more** expected project outcomes based on your project **type** (workforce development or capital asset) and related to your chosen project **category**. Please see Section J of the NOFO to assist with choosing outcome(s) appropriate to your project. The outcome(s) should be numbered (1, 2, 3...), well defined, and easily measured/documented. If awarded, the County reserves the right to add any other defined outcomes it deems necessary to measure the success of the project.

1. Acquisition and installation of originally planned 3rd commercial smokehouse, contributing to an additional 42% capacity of smoked/cooked production. 2. Allow us to comfortably make the decision to transition full production/staff to new Clackamas County building. 3. Once installed and operational, our original improvement efforts (in conjunction with Energy Trust) will be utilized to its full extent.

7. Project Timeline

Choose a timeline for your project. To choose a timeline, tell us how many months you expect it will take to fully implement your project and collect the data to verify your chosen outcome(s) from the previous section.

Once the Enviro-Pak quotation is executed, their project team has informed that it would take roughly 7 months to complete manufacturing and installation of that new smokehouse.

8. Project Budget

Please download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your budget.

Attachment

9. Project Budget - Scaled Down

In the event the County must provide you with less than you requested, please provide a scaled down project budget. Download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your scaled down budget.

Attachment

10. Narrative summary of a scaled down project

In the event the County must provide you with less than you requested, please provide a scaled down project narrative (2000 character max). Describe what you want to do in the scaled down project, and how it will still enable economic growth for your business, and how much match (in \$) you will contribute.

Unfortunately with this particular item, there's really no scaled down version of this project as a 2 truck smokehouse is needed to realize the full capacity increases related to the investments that we've already made to the new facility.

11. Project Match Commitment

Provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during the term of the grant agreement. Depending on the source of match, proof may come in the form of:

- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match

- a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
- proof of availability of corporate cash, such as a savings account statement
- proof of owner investment cash, etc.

In a separate file, write a Statement On Match Commitment explaining the amount and source of match from any of the above examples or another source you have chosen. Collect any documents you determine show proof of the availability of the match. Combine these documents into **ONE** PDF file and upload here. Note: just as with the budget, **do not include payroll costs for current employees as part of your match commitment.**

Attachment

Finalize your application

Attestation

By signing this application, I affirm:

- I am legally authorized to bind the applicant business; and
- The information provided in this application, and any supporting documents provided (if applicable), are true and complete to the best of my knowledge; and
- I understand I may be contacted by CCOED staff to provide additional information or documentation which CCOED, in its sole discretion, may require to complete my application and/or establish my eligibility; and
- I do not owe back taxes to any governmental agency or, if back taxes are owed, a written agency payment plan is in place; and
- I understand any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to law enforcement referral for further investigation or result in the disqualification of my application as unresponsive.

I understand my application may be denied if it's determined that there are current code violations, or that I have received warnings to rectify code violations that are deemed hazardous or unsafe to my business, its employees or the community.

- I understand I may be required to refund or reimburse all or part of the grant proceeds not used for their intended purposes, as stated in the Application, Scope of Work and/or Funding Agreement.

Yes

Name of Attesting Corporate Officer

Bryce Jenks

Applicant Business Name: Zenner's Quality Meat Products, Inc.

Instructions

Use this template to create two separate documents:

- 1. a primary (full) budget, and
- 2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input checked="" type="checkbox"/>	Full Budget	<input type="checkbox"/>	Scaled Down Budget
-------------------------------------	-------------	--------------------------	--------------------

Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
Enviro-Pak CVU-1300E vertical airflow food processing two truck oven Smokehouse with MP-2500 PLC	1	each	\$124,680.00	\$62340	50%
TOTALS:				62340	50%

Applicant Business Name: Zenner's Quality Meat Products, Inc.

Instructions

Use this template to create two separate documents:

- 1. a primary (full) budget, and
- 2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input type="checkbox"/>	Full Budget	<input checked="" type="checkbox"/>	Scaled Down Budget
--------------------------	-------------	-------------------------------------	--------------------

Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
Enviro-Pak CVU-1300E vertical airflow food processing two truck oven Smokehouse with MP-2500 PLC	1	each	\$124,680.00	\$62340	50%
TOTALS:				62340	50%

NOTICE ON FINANCIAL DOCUMENTATION

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

As part of the application process, grant applicants were asked to submit information to prove their ability to meet the 100% matching funds requirement. This documentation was carefully reviewed and considered by the grant application Review & Recommendation Committee as part of the application evaluation process.

Due to the confidential nature of the financial information grant applicants were asked to submit, match documentation is not included in this public packet. Full applications, including all financial documentation, are held as records in the Clackamas County Office of Economic Development.

Notice of Funding Opportunity (NOFO)

Clackamas County Office of Economic Development

Business Development Grant Program

Program Description

Traded sector businesses—those competing in markets beyond the local area—are invited to apply for funding designated to help them grow!

In April 2024, the Clackamas County Board of Commissioners approved the Business Development Grant Program with the goals of supporting traded-sector business activity (e.g. expansion of operations, efficiencies, technological advancements, etc.), retaining Clackamas county-based operations for existing businesses, and/or attracting new businesses to relocate operations to Clackamas county. Funding will be provided for either capital investments or workforce development projects and must be matched 100% or more by the awardee.

Award Information

Funding Source:	State lottery dollars
Funding Amount:	Individual Award Maximum \$100,000 (awards may be less); \$600,000 total funding this cycle available
Grant Period of Performance:	Approximately 6-18 months from agreement execution (execution estimated Spring 2025), depending on project. Some projects may be longer.
Reporting Requirements:	Reporting requirements will vary significantly by project type and will be negotiated with each awardee prior to agreement execution. Reporting will be sufficient to ensure awarded amounts are expended on eligible costs and that the project, as described in the agreement, has been sufficiently completed.
Submission Method:	Complete and submit application electronically via the official web form . Paper applications will not be accepted.
Application Open Period:	September 23, 2024 at 9am Pacific Time - October 31, 2024 at 5pm Pacific Time. Complete submissions, including all required documents, must be received by 5pm on October 31 st to be considered responsive. Complete submissions include all required supporting

	documentation in addition to the application. Incomplete applications will not be considered.
Program Contact:	4biz@clackamas.us , (503) 742-4BIZ (4249)
Match Requirement:	100% or more; Match of 125% or more will receive extra points

Background

Clackamas County was allocated State lottery dollars for economic development and this Business Development Grant Program is an expression of that constitutional purpose for State lottery funds.

Eligibility

1. Location and Age.

Your business must have operations within Clackamas county or seek to relocate to or establish additional operations within Clackamas county. The business must be “established,” which means it is at least two years old, though it needn’t have been located in Clackamas county for two years if seeking to move existing operations into the county.

2. Traded Sector

Your business must be a *traded-sector business*, defined as *those Clackamas county businesses in sectors trading goods and services outside of Clackamas county and its surrounding environs or attracting revenue or investment from outside of the county (e.g. manufacturing, food processing, tourism, etc.).*

3. Project Types

Projects must be for business investment through capital purchase or for a workforce development project, as described in the *Application and Submission Information* section. No other project types will be considered.

4. Project Categories

In your application, you will be required to select from one of four project categories and to describe the need(s) of your business in relation to the category chosen in sufficient detail to allow the County to make an informed decision, as described in the *Application and Submission Information* section.

5. Match Requirements

You must provide proof of secured match of at least 100% of amount requested (maximum request: \$100,000). Match amounts above 125% will receive up to 5 extra points (out of 100 total).

Match may come from:

- Existing business cash
- A loan or investor commitment (with documentation)
- A separate, already awarded or potential grant which itself has a matching requirement, such as a federal award with a non-federal match requirement, etc.
 - A “potential grant” is a grant you have identified which you intend to apply for or already have applied for but not yet received.
 - If you are proposing another grant for your match requirement, make sure to describe with detail how the County’s grant will fund a specific sub-component of your larger, funded project. If your potential grant is not funded, the County may still fund your application as a stand-alone project if the County believes it will still contribute to economic growth.
- In-kind contributions. If you intend to repurpose an existing asset to maintain a line of business which would otherwise relocate outside of the County or if you will establish a new line of business to contribute to economic growth, the County may count this as fulfilment of your match requirement. You will need to provide fair market valuation with your application as proof of in-kind match.

General Requirements & Information

Secretary of State Registration. Your business must have an [active business registration with the Oregon Secretary of State](#). You will need your Oregon Secretary of State identification number to complete this application. This requirement includes business applicants looking to move operations or establish operations into Clackamas county from outside of Oregon.

Code compliance. You may be disqualified from this program if the County finds you are out of compliance with any applicable business codes or owe back taxes without an approved payment plan.

Participation Restrictions. You may only apply once per application cycle and may not apply to this grant program again if you have previously received an award funded with lottery dollars of any amount.

Trade secrets and your application. Since applications submitted under this NOFO are subject to public records requests, please clearly mark any included trade secrets as '(TRADE SECRET)' in your responses. All identified trade secrets will be redacted when responding to public records requests.

Only business applicants. Grants will be awarded to businesses, not individuals, so please apply with the official name of your business as registered with the Oregon Secretary of State.

Indirect costs. Indirect costs are not funded through these awards and should not be part of your budget request.

Debt(s). This grant may not be used to pay debts on already-implemented projects. This grant is intended for new projects only.

Application and Submission Information

To apply, complete the [official online application](#). Keep these instructions handy as a reference as you complete the application. Provide as much information as needed to thoroughly answer questions and convey information; however, please keep answers as clear concise as possible.

Your application will need to:

- A. Provide Basic Applicant Data. Provide the basic data requested on the application, including your EIN, Oregon Secretary of State ID, incorporation month and year, and your NAICS (industry) code. You will also be required to answer a question about any back taxes owed and whether a repayment plan is in place.
- B. Provide a Narrative Summary. Provide a summary of your project and the amount of your request. Please also provide an amount that could fund a modified or scaled down version of your project in the event the County must award less than the amount you requested, if a modified or scaled down version of the project is possible.
- C. Describe a Business Need. Provide a brief narrative describing the business need for grant funding. The narrative should address at least one of the following, and any others which are relevant:
 - a. Describe the circumstances creating the business need;
 - b. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
 - c. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
 - d. How the grant will specifically be used for the relocation of operations *to* Clackamas county, the prevention of business exodus *from* Clackamas county, or the expansion of operations *in* Clackamas county.
- D. Provide Timeline. Estimate the time required to fully implement your project, in months.
- E. Identify a Project Type, either a **workforce development** or **capital asset** project:
 - For **capital projects**, describe what will be purchased, the total cost of the capital project, how the project price estimate was determined, the impact of the capital outlay on operations, what will be accomplished, etc. *Capital project* requests may also include any fees, licenses, delivery costs, taxes, installation, utility hookups, etc. *directly associated* with the purchase to bring the capital project online operationally and these costs should be broken out in your budget. Capital project budgets should not include payroll costs of current employees.
 - For **workforce development projects**, describe the type and number of employees to be hired/retained, special training to be acquired, hiring incentives or retention plan to be deployed, or impact of the project on retention, etc., as applicable. Examples of workforce development projects include but are not limited to:

- The cost of training for employees to learn a new or updated technology, equipment or process, employer-specified or industry-specific skills;
- Train-the-trainer instruction to build the capacity of businesses;
- Training materials and supplies;
- Facility expenses directly related to and necessary for the training;
- Rental of tools and equipment critical to the project;
- Travel expense and per diem of instructor(s) at government-approved rates; and
- Instructor/trainer fees

Workforce budgets should not include payroll costs of current employees.

- F. Select a Project Category from one of the following. Choose the category that best fits your proposed project:
- Multi-site Development Assistance or Relocation to Clackamas County.** You seek to establish a new location in Clackamas county or relocate your existing business into Clackamas county and your business would benefit from additional support for capital infrastructure improvements or purchases.
 - Matching Funds Need.** Your business is already located in Clackamas county and is in need of matching funds for an existing local, state or federal grant(s) or for a grant which has been applied for or which will be applied for to leverage larger investments to support the expansion, workforce development, or overall health of your business.
 - Production Expansion and Capacity.** Your business is currently located in Clackamas county and needs financial support to relocate to a larger facility, expand existing facilities and/or production capacity through additional employees, employee technical training, automating equipment, or other capital investment efficiencies.
 - County Business Retention.** You are currently located in Clackamas county and request funds to assist with a capital project or workforce development project intended to retain operations in Clackamas county, to relocate to a larger facility within Clackamas county, or to otherwise expand facilities and/or production.
- G. Create a Project Budget. Download the [budget template](#) in PDF format. You will use the budget template to provide budget categories and amounts based on the project type you have selected. You will choose relevant line-item descriptions and put them into the space provided yourself. Your line-item budget should provide the type of cost, a brief description of the cost, a quantity (if relevant) and amount of each necessary project expense.

In the budget template, there is a *Grant Request* column to be used for all costs you want to be funded by this grant. The total of this column should agree with the grant amount you are requesting, up to \$100,000. Include only allowable costs as described in this NOFO in the *Grant Request* column.

In the *Match* column, include all direct costs you will incur funded by the sources you propose as match. If you have chosen a capital project, break out any direct costs required to bring the project online operationally, if these costs are included in your application

request amount or proposed as match. All direct costs associated with workforce development projects are also eligible in either column if you have chosen that project type.

Do not include payroll costs of current employees in either column.

When you have completed your budget(s), save and upload in the designated question on the application.

- H. Provide Proof of Match. You will be required to provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment in the application will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during term of the grant agreement. Depending on the source of match, proof may come in the form of:
- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
 - a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If the grant is yet to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
 - proof of availability of corporate cash, such as a savings account statement
 - proof of owner investment cash, etc.
- I. Describe the Business Impact(s) of Grant. You will be asked to provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally.
- J. Choose Expected Outcomes for the Project. All projects must have at least one or more defined expected outcomes which contribute to economic growth in Clackamas county. The outcomes you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide one or more expected project outcomes from the following, based on the project type you chose:
- For workforce development projects, **one or more**:
 - Must increase employee count by 10%;
 - Must demonstrate the capacity of the project to retain existing workers;
 - Must describe how the funding will be used to develop the technical expertise of the existing workforce through the addition of new skills or certifications or how the project will attract workers with necessary

technical skills to promote positive economic outcomes and/or increase the capacity of your business;

- If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)
- For capital investment projects, **one or more**:
 - For businesses seeking to expand offerings to enhance market share, describe the estimated expansion by type of service, by geographical reach, or by a percentage estimate of customer base expansion;
 - Must allow your business to maintain operations in Clackamas county for 2 years from the date of awarded funding (OR) for 1 full calendar year after the grant period of performance has closed, whichever is later;
 - Must allow your business to establish new operations in Clackamas county;
 - Must increase production efficiencies and you must estimate the increased efficiency as a percentage. (Note: you'll need to choose a metric that is measurable for monitoring purposes);
 - For manufacturing-based businesses, must clearly demonstrate production capacity expansion and provide a measurable estimate.
 - If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)

K. **Attestation.** You'll be required to sign the attestation on the application. Only a corporate officer who is authorized to legally bind the business may sign the attestation. Fraudulent applications will be referred to law enforcement.

Evaluation

Your application will be evaluated by a review committee comprised of Clackamas County staff, who will recommend projects to the Board of County Commissioners (BCC) for funding. **The BCC has sole authority to determine funded projects** and may choose to disregard the recommendations of County staff or alter department recommendations at will. Only applications considered responsive will be evaluated. "Responsive" applications are those which comply with the requirements in this NOFO. Late and/or incomplete applications or applications from non-traded sector businesses will not be considered.

Timeline. Applications will be reviewed November/December 2024 and recommendations for funding made to the BCC by January/February 2025. Awardees will be notified by email once the BCC has finalized their decisions.

After County staff have notified awardees, staff and awardees will negotiate a final scope of work for the project, including timelines for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final grant documents.

Non-discrimination

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Frequently Asked Questions (FAQ)

Clackamas County Office of Economic Development

Business Development Grant Program

1. What is the purpose of the county grant funding program?

The county grant funding program is designed to provide funding for capital, capacity or workforce development projects to various sized traded sector businesses looking to relocate, expand or retain their operations in Clackamas County.

2. Who is eligible to apply for a grant?

To be eligible to apply, a business must:

- Be a traded sector business – a business trading goods and services outside of Clackamas County and its surrounding regions
- Have been in existence for at least two years
- Provide proof of at least 100% match for their funding request

For full details on eligibility and requirements, refer to the [Notice of Funding Opportunity \(NOFO\)](#).

3. What types of projects or activities can be funded?

The applications must be for programs or services that will support economic development, and must:

- Increase production of locally-manufactured goods or delivery of locally-based services;
- Fund either a capital purchase or a workforce development project;
- Support business improvement, relocation, retention and/or expansion efforts, and
- Contribute to the Clackamas County's economic development.

Eligible business costs include only costs to carry out a project as determined in the application process

- Project shall meet the criteria of the grant program and be achievable
- Businesses may only apply once and may only receive one-time funding
- All funding agreements approved by the Board

For full details on project and application requirements, including Project Types and Project Categories refer to the [Notice of Funding Opportunity \(NOFO\)](#).

4. How do I apply for a grant?

To apply:

1. Review the grant guidelines and eligibility requirements outlined in the [Notice of Funding Opportunity \(NOFO\)](#) to ensure your business and project are eligible for funding.
2. Download the [application questions](#) and prepare your application (including gathering required documents) before submitting.
3. Submit your complete application via the [official web form](#) by 5pm on October 31, 2024, along with any required supporting documents. Late and incomplete applications will not be considered for funding. Application materials sent by post, email, or any means other than the official application web form will not be considered for funding.

For questions or general assistance, contact us at 503-742-4329 or at 4Biz@clacakamascounty.us

5. What is the application deadline?

Complete applications (including required documents) must be submitted via the official web form by 5pm on October 31, 2024.

It is highly recommended that you plan ahead and submit your application with enough time before the deadline to troubleshoot any technology, internet, and/or file issues – **late and/or incomplete applications will not be accepted for any reason.**

6. What is the timeline for this program?

Applications open on Monday, September 23, 2024 at 9:00 am Pacific Time.

Applications close at 5:00 pm Pacific Time on Thursday, October 31, 2024.

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

Funding agreements will be finalized in Spring 2025.

Funding will be deployed no later than June 30, 2025.

Program Period of Performance will begin at the execution of the grant funding agreement (Spring 2025) and run for approximately 6-18 months, depending on the unique project. Some projects may run longer.

7. How much funding can I apply for?

You may request up to \$100,000 of funding through this program.

You will be required to provide proof of at least 100% matching funds from another source in order for your funding request to be considered. Refer to NOFO (Section H) for more details on matching funds.

You will be required to provide both a primary project budget AND a scaled down project budget. In the event that the County must provide you with less funding than you requested in your primary project budget, your scaled down project budget will be used to evaluate your application.

8. How will grant applications be reviewed?

Eligible grant applications will be reviewed by a review committee comprised of Clackamas County staff. Eligible applications will be evaluated based on criteria such as:

- Alignment with program goals
- Project viability
- Potential for contribution to county economic growth
- Compliance with County codes and tax laws
- Overall project risk

After evaluating eligible applications, the Clackamas County staff review committee will recommend projects to the Board of County Commissioners (BCC) for final funding decisions. **The BCC has sole authority to determine funded projects.**

For more information on the evaluation criteria and process, refer to the [NOFO](#).

9. When will I be notified of the decision?

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

10. What happens next if my application is approved?

Awardees will be notified by email once the Board of County Commissioners (BCC) has finalized their funding decisions.

After County staff have notified awardees, staff and awardees will negotiate a Funding Agreement. The Funding Agreement is a contract between the County and the awardee, and includes elements such as a final scope of work for the project, timelines, and reporting requirements for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final funding agreements.

11. What are the reporting requirements for grant recipients?

Grant recipients will be required to submit progress reports and a final report at the end of the grant period. Supporting documentation to prove how the funds were used and the outcomes achieved will be required. Depending on the unique nature of the project, other requirements will be discussed and stated in the grant funding agreement.

Specific reporting requirements for each awardee will be outlined in the awardee grant funding agreement based on project type, project category, and the anticipated outcomes detailed in project applications.

13. Where can I find more information about the grant program?

The **Notice of Funding Opportunity (NOFO)** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://www.clackamas.us/procurement-process#opengrantopportunities>

The **list of application questions** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/c2427354-8d5f-42e0-9c09-35e0224b86e7>

The **application budget template** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/2eb7242d-08d7-4d30-ba9b-b8c19ded27f2>

The **official application web form** can be found at:

<https://apps.clackamas.us/businessdevelopmentgrants/>

For more information, visit our website or contact The Office of Economic Development directly at 503-742-4biz or 4Biz@clacakamascounty.us. We provide resources such as grant guidelines, application forms, and contact information for assistance.

14. Whom should I contact if I have more questions?

If you have additional questions or need further assistance, please contact us at 503-742-4biz or 4Biz@clackamascounty.us. We are available to answer clarifying questions and/or resolve technical issues with the application form.

15. Can software count as a capital asset under the capital asset project type?

Yes, purchases of non-physical capital assets such as software can qualify under the capital asset project type.

Qualifying capital asset projects involve capital purchases that meet a business need by contributing to business expansion, projected growth strategies, etc. (as stated in **NOFO Section C**). Capital projects will need to meet at least one of the expected outcomes listed in **NOFO Section J**. You may also refer to **NOFO Section E** for a description of the information that capital project applicants will need to provide in their narrative summary and budget.

16. Is the matching funds commitment the same as a business collateral requirement?

No, matching funds are not the same as collateral. The 100% match commitment requires that an applicant contribute at least as many of their own dollars as they are requesting for the proposed project.

In rare cases, a business may repurpose an existing business asset for the proposed project as an ‘in-kind contribution.’ As stated in **NOFO Section 5**, this match option will only be considered in the event that repurposing the asset allows the applicant to maintain a line of business which would otherwise relocate outside of the County, OR if repurposing the asset will allow the applicant to establish a new line of business to contribute to economic growth. In either case, you will need to provide fair market valuation with your application as proof of in-kind match. The onus is on the applicant to clearly explain why the in-kind contribution meets these criteria.

For further clarity, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

17. Can I apply for a capital asset project if I am purchasing multiple pieces of equipment?

Yes, if you are purchasing multiple pieces of equipment for a specific project you may include costs related to that equipment in your grant request and/or project match. It is up to the applicant to clearly explain why each equipment purchase is related to the project, and ensure that the project narrative, expected outcomes, and budget all support this.

18. Can I include money I've already spent on a project in my match commitment?

No. Project budgets may only include expenses that have not yet been incurred, regardless of whether the expenses are attributed to the grant request or project match columns. If your application is for a phase or portion of a larger ongoing project, you *may* include information about the full project in your project narrative, expected outcomes, and other narrative sections of the application – in this case, it is still up to the applicant to describe the need and impact of the portion of the project that is reflected in the budget.

19. Can I include money in my match commitment that I *plan* to spend on a project before the funding agreements are finalized (estimated June 2025)?

Yes. You may include in your **project match commitment** money that you plan to spend on the described project, so long as that spending is clearly detailed in the project budget and timeline, and so long as the spending occurs after the grant application deadline on 10/31/24. You may not include in your **grant request** any money that will be spent before the funding agreements are finalized.

For more information on how to fill out your project budget, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

20. Can home-based businesses apply for funds to make property improvements or building expansions?

Property improvements and/or construction projects on privately owned residential properties (i.e. homes and properties which are zoned as residential) **do not** qualify for funding under this program.

21. Why isn't my application going through when I click 'Submit application'?

Before reaching out to County staff about an issue with the form, please do the following:

- Double-check that you have completed all required questions.
- Double-check that you have successfully uploaded all three required attachments (budget, scaled down budget, statement on match with proof of match) in PDF file format.
- Confirm that your question responses do not exceed 2,000 characters (including spaces). If any of your responses exceed 2,000 characters, the form will display an error message and will not submit.

To ensure that you do not lose your work in the event of a form error, please write your responses to the application questions in a separate, saved document prior to filling out the application form.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

Entity is a non-federal Recipient Entity is a contractor Not applicable

2. Administrative Requirements. RECIPIENT agrees to its status as a Recipient, and accepts among its duties and responsibilities the following:

a) **Financial Management.** RECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred. RECIPIENT will incur only allowable costs under this Agreement. A cost is allowable if it is reasonable and allocable, as described below:

1. Reasonable.

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

b. What is reasonable depends upon a variety of considerations and circumstances, including—

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;
- The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- Any significant deviations from the contractor's established practices.

2. Allocable. A cost is allocable if it is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or other equitable relationship. Subject to the foregoing, a cost is allocable to this Agreement if it—

- a. Is incurred specifically for the Project;
- b. Benefits both the Project outlined in this Agreement and other work, and can be distributed to them in reasonable proportion to the benefits received; or
- c. Is necessary to the overall operation of the business, although a direct relationship to any particular cost objective cannot be shown.

3. Net of Applicable Credits. The applicable portion of any rebate, allowance, or other credit relating to any allowable cost and received by or accruing to RECIPIENT shall be credited to Project funded by this Agreement either as a cost reduction or by cash refund to COUNTY.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles, international financial reporting standards, and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with

the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c) **Change in Ownership.** RECIPIENT is required to notify COUNTY, in writing, if RECIPIENT intends to sell its business to another entity or otherwise transfer ownership during the term of this Agreement.
- d) **Cost Principles.** RECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by COUNTY shall be the liability of the RECIPIENT.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** RECIPIENT is required to provide match in the amounts specified in Exhibit A.
- g) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit A. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Not provided on this award.
- i) **Payment.** RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit A.
- j) **Performance Reporting.** RECIPIENT shall comply with reporting requirements as specified in Exhibit A: RECIPIENT Scope of Work & Performance Reporting.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by RECIPIENT. RECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of this Agreement, no later than 90 calendar days after the end date of this Agreement.
- l) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct onsite or offsite visits and inspections of financial records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. COUNTY may also take photographs of funded items at its discretion during the visit. Depending on the outcomes of the monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- m) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

3. Default

- a) **Recipient's Default.** RECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. RECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by RECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by RECIPIENT is untrue in any material respect when made;
 - c. After thirty (30) days' written notice with an opportunity to cure, RECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d. A petition, proceeding, or case is filed by or against RECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law;
 - e. RECIPIENT fails to make sufficient progress on Project implementation as determined by COUNTY in its sole discretion.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of RECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding RECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by RECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring RECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Recipient's Remedies:** In the event COUNTY is in default, and whether or not RECIPIENT elects to terminate this Agreement, RECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against RECIPIENT. In no event will COUNTY be liable to RECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential, or special damages.

5. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** RECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, RECIPIENT may in writing request COUNTY to resolve the

conflict. RECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. RECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** RECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). RECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that RECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. RECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

6. **Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.


Funding Agreement - Zenner's Quality Meat Products Inc - OED Business Development Grant

Final Audit Report

2025-01-27


Created:	2025-01-27
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1HOV9pYmqZ_a7tyYi_Ea-hmVpKlwgN9e


"Funding Agreement - Zenner's Quality Meat Products Inc - OED Business Development Grant" History


 Document created by Julia McCotter (JMcCotter@clackamas.us)
2025-01-27 - 5:08:24 PM GMT- IP address: 204.195.12.4

 Document emailed to bryce@zennerssausage.com for signature
2025-01-27 - 5:14:10 PM GMT

 Email viewed by bryce@zennerssausage.com
2025-01-27 - 5:23:35 PM GMT- IP address: 66.249.84.101

 Signer bryce@zennerssausage.com entered name at signing as Bryce Jenks
2025-01-27 - 8:06:07 PM GMT- IP address: 73.157.191.153

 Document e-signed by Bryce Jenks (bryce@zennerssausage.com)
Signature Date: 2025-01-27 - 8:06:09 PM GMT - Time Source: server- IP address: 73.157.191.153

 Agreement completed.
2025-01-27 - 8:06:09 PM GMT

**CLACKAMAS COUNTY, OREGON
RECIPIENT GRANT FUNDING AGREEMENT**

Program Name: *DTD/Office of Economic Development: Business Development Grant Program*
 Program Number: 600406

This Agreement is between **Clackamas County**, Oregon, acting by and through its
 DTD/Office of Economic Development (“COUNTY”),
 and **Cranston Machinery Co., Inc.** (“RECIPIENT”), an Oregon For-Profit Entity.

Clackamas County Data

Grant Administrator:	Program Manager: Julia McCotter
Clackamas County – Office of Economic Development 150 Beaver Creek Road Oregon City, OR 97045 (503)742-4238 4biz@clackamas.us	Clackamas County – Office of Economic Development 150 Beaver Creek Road Oregon City, OR 97045 (503) 742-4399 JMcCotter@clackamas.us

Recipient Data

Finance/Fiscal Representative:	Owner:
Daniel Randall	Brendalee Haunschuld
State of Oregon Business Registry Number:	099734-13

RECITALS

COUNTY seeks to promote economic development by investment into capital, capacity or workforce development projects for traded-sector businesses operating in Clackamas County.

On April 17, 2024, the Clackamas County Board of Commissioners (“Board”) approved a Business Development Grant program with the goals of using Lottery dollars to support business and workforce development activities, retaining Clackamas County based operations and attracting businesses looking to relocate into Clackamas County.

On December 11, 2024, the Board approved the Business Development Grants, as recommended by the Review & Recommendation Committee, and instructed the Office of Economic Development to proceed with finalizing funding agreements with the approved Recipients.

The initial total investment in the Business Development Grant Program from the County’s restricted fund allocation of lottery dollars in the 2024-25 fiscal year is \$600,000. The maximum lottery dollar funding for each grant is \$100,000. Grants may be for lesser amounts and no single grant may exceed \$100,000.

RECIPIENT submitted an application for use of grant funds for a Capital Purchase, Production Expansion and Capacity project as set forth in Exhibit B. The County has agreed to award RECIPIENT a portion of the requested grant funds to perform the project described in Exhibit A.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **December 11, 2024** and expiring **December 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Project.** The Project is described in Exhibit A, Scope of Work, attached hereto and incorporated by this reference herein. RECIPIENT agrees to carry out the Project in accordance with the terms and conditions of this Agreement and according to RECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** RECIPIENT shall perform all Project-associated activities in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall perform all activities according to required information in the attached Exhibits, which are attached to and made a part of this Agreement by this reference. RECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Such terms and conditions include, but are not limited to, the limitations set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540, for use of State lottery fund dollars, which are the primary source of funds under this Agreement. RECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or County funding requirements.
4. **Grant Funds.** County agrees to grant RECIPIENT a one-time lump sum not to exceed fifty-one thousand dollars (\$51,000.00). The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. RECIPIENT shall use the funds awarded under this grant solely for the purposes set forth in Exhibit A, attached hereto and incorporated herein.

Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if; award conditions are not met or sooner if; RECIPIENT is in default under this Agreement according to the terms in Exhibit A. Full or partial reimbursement may be required to the County if Recipient fails to deliver on project as identified in Exhibit A.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed or costs incurred before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:

Cranston Machinery Co Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.
- b. Upon RECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure ;
- c. At any time upon mutual agreement by COUNTY and RECIPIENT.
- d. Immediately upon written notice provided to RECIPIENT that COUNTY has determined funds are no longer available for this purpose.
- e. Immediately upon written notice provided to RECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall be returned to the COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release RECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, RECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by RECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein.
10. **No Duplicate Payment.** RECIPIENT must use other funds in addition to the grant funds to complete the Project; provided, however, RECIPIENT may not credit or pay any grant funds for Project costs that are paid for with other funds and would result in duplicate funding.
11. **Non-supplanting.** RECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
12. **General Agreement Provisions.**
 - a) **Non-appropriation Clause.** If payment for Project-associated activities and/or items under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
 - b) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) RECIPIENT's negligent or willful acts or those of its employees, agents, or those under RECIPIENT's control; or (2) RECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that RECIPIENT used funds for an ineligible purpose. RECIPIENT is responsible for the actions of its own agents and

Cranston Machinery Co Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

Page 4 of 7

employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section..
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Cranston Machinery Co Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

13. **Insurance.** RECIPIENT shall secure at its own expense and keep in effect during the term of the performance under this Agreement the insurance required, and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of RECIPIENT under this Agreement. RECIPIENT shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Office of Economic Development, 150 Beaver Creek Road, Suite 334, Oregon City, OR 97045 or emailed to the Economic Development Manager.

<input checked="" type="checkbox"/> Required - Workers Compensation: RECIPIENT shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

14. **Agreement Documents.**

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: RECIPIENT Approved Scope of Work: Project Description, Budget, Performance Outcomes and Reporting
- Exhibit B: RECIPIENT Original application, budget and required submission documents
- Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's
- Exhibit D: General Administrative Requirements and Terms & Conditions

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit A
- Exhibit B

Cranston Machinery Co Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

Page 6 of 7

- Exhibit C

(Signature Page Follows)

Cranston Machinery Co Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

Page 7 of 7

SIGNATURE PAGE TO RECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Cranston Machinery Co Inc

Brendalee Haunschuld

Brendalee Haunschuld (Feb 12, 2025 18:40 PST)

By: _____

By: Brendalee Haunschuld

Its: _____

Its: VP of HR

Dated: _____

Dated: 02/12/2025

Approved to Form

By: *Amanda Kelly*
County Counsel

Dated: 2/18/2025

ATTACHMENTS to be included:

Exhibit A: Scope of Work

Exhibit B: Original application packet

Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's

Exhibit D: General Administrative Requirements and Terms & Conditions

EXHIBIT A – SCOPE OF WORK

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

Grant Award Information

BUSINESS RECIPIENT:

Cranston Machinery Co Inc
2251 SE Oak Grove Blvd, Oak Grove, OR 97267

GRANT AWARD AMOUNT:

\$51,000

COUNTY Use of Funds

The source of funds under this Agreement are Lottery dollars budgeted in Clackamas County’s Office of Economic Development FY 2024-25 adopted Budget. The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. Use of funds is restricted to the following:

- (a) Creating jobs
- (b) Furthering economic development in Oregon
- (c) Financing public education

RECIPIENT Use of Funds

Grant funds may be used for the following eligible purposes:

Project Scope

Cranston Machinery Co Inc is awarded a grant in the amount of \$51,000 to support a Capital Purchase, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 2251 SE Oak Grove Blvd, Oak Grove, OR. Grant funds will support the purchase, installation, and setup of a new laser cutting machine. The goal of this capital purchase is to increase production capacity, capabilities, and efficiency. This project aims to shift currently outsourced production into the Clackamas County facility.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Plasma and Oxy Acetylene Torch Cutting Machine and Water Cooling Table	1	Each	\$84,000	\$84,000	\$42,000	\$42,000

Accessories, attachments, and start-up and training consumables	1	Each	\$12,117	\$12,117	\$5,000	\$7,117
Training and optimization of the machine	1	Each	\$15,000	\$15,000	\$1,000	\$14,000
Software Package and Network Connection Device	1	Each	\$3,715	\$3,715	\$1,000	\$2,715
Air Compression System with moisture separation	1	Each	\$1,573	\$1,573	\$1,000	\$573
Rigging, Installation and shipping	1	Each	\$3,500	\$3,500	\$1,000	\$2,500
TOTALS:				\$119,905	\$51,000	\$68,905

Use of county granted funds is restricted to the expenditures specified in the above budget, as recorded in the “Grant Funds” column. Grant funds may only be used for eligible expenses incurred after December 11, 2024. Grant funds may not be used for reimbursement of any expenses incurred prior to December 11, 2024. Grant funds may not be used for the repayment of any debts, interest, or associated fees.

RECIPIENT agrees to spend its own matching funds specified as in the above budget in the “Match Funds” column. Grant funds and match funds may not be assigned to costs in a duplicative manner as outlined in Funding Agreement Section 10.

Request for Funding

Upon full signature of the Funding Agreement, RECIPIENT must submit all paperwork required by County to be paid as a vendor, and remit an invoice for full payment of the grant award.

Reporting

In addition to the required financial reporting and site visit(s) detailed in the Funding Agreement, RECIPIENT shall provide at minimum; one progress report and two outcomes reports. These reports shall include, at minimum, the following information:

Progress Report

- Description of grant and match funds spent
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs

- FOR WORKFORCE PROJECTS: Verification of any new hire(s), hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation
- Year-to-date Project Profit & Loss Report (County-provided template)
- Current FTE count

Year 1 Outcomes Report

- Description of grant and match funds spent since submission of Progress Report (if applicable)
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs since submission of Progress Report (if applicable)
- FOR WORKFORCE PROJECTS: Verification of any new hire(s) made, hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation since submission of Progress Report (if applicable)
- Impact statement
- Current FTE count
- Lowest and average employee wage
- Jobs added since last report, wages of added jobs
- Year-to-date project revenue, year-over-year project revenue change
- Units produced, YoY change in units produced
- Production efficiency change
- Production waste change
- Additional product offerings

Year 2 Outcomes Report

- All information included in Year 1 Outcomes Report, updated for the reporting period
- Final Project Profit & Loss Reports for FY 2025 and FY 2026 (County-provided template)

These reports are due to the Clackamas County Office of Economic Development on the following schedule:

September 25, 2025 – Progress Report Due

Reporting period: *Date of agreement signature – September 18, 2025*

April 30, 2026 – Year 1 Outcomes Report Due

Reporting period: *Date of agreement signature – March 31, 2026*

April 30, 2027 – Year 2 Outcomes Report Due

Reporting period: *April 1, 2026 – March 31, 2027*

Recipients may also be asked to provide supplemental narrative information on project activities and outcomes for use in public reports and marketing initiatives.

Reports shall be submitted to the following address:

Julia McCotter
Management Analyst 2, Office of Economic Development Clackamas County
150 Beavercreek Road Oregon City, OR 97045
jmccotter@clackamas.us | (503) 742-4399



Business Development Grants Application

Applicant Information

Email

Brendalee@cranston-machinery.com

Full legal name of your business

Cranston Machinery Co., Inc.

Business Website

www.cranston-machinery.com

Business DBA, if applicable

Cranston Machinery Co Inc

Employer Identification Number (EIN)

Enter SSN instead if you use that number as your tax ID

Oregon Secretary of State ID Number

099734-13

Incorporation date

1938-07-02

Corporate structure

Corporation (c-corp)

North American Industry Classification System (NAICS) code

333243

Industry name

Manufacturing for the Pulp and Paper Industry

Full name of the business owner

Brendalee Haunschild, Edward Cranston, Monte Cranston

Name of applicant contact, if different from owner name

Brendalee Haunschild

Name of applicant contact title, if different from "owner"

N/A

Business primary operations street address (current)

2251 SE Oak Grove Blvd

Business primary operations city (current)

Oak Grove

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97267

Applicant contact phone number

503-209-3622

Project Information

1. Narrative summary of your project

Provide a summary of your project and the amount of your request (2000 character max). Describe what you want to do with your grant, providing any project details you feel are relevant for the scoring committee to consider.

The proposed project involves the acquisition and installation of a new laser or plasma cutting machine. This will enhance production capacity and capabilities, which due to failing current equipment is declining. This acquisition will support skilled labor jobs in Clackamas County. It will also allow us to return some subcontracted work from Multnomah County back into Clackamas County supporting family wage jobs by training and employing skilled laborers to operate and program the machine. We will also have the ability to produce current products in a more efficient manner, allowing us to compete better on a global market.

2. Project Type

Capital project

3. Project Category

Choose ONE of the categories below. Choose the category that best fits your proposed project. See Section F of the NOFO for definitions of the categories.

Production Expansion and Capacity

4. Describe a Business Need

Provide a brief narrative describing the business need for grant funding (2000 character maximum) to assist with the project type and category you have chosen. The narrative should address at least one of the following, and any others which are relevant:

1. Describe the circumstances creating the business need;
2. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
3. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
4. If relevant to your chosen project, how the grant will specifically be used for the relocation of operations to Clackamas county, the prevention of business exodus from Clackamas county, or the expansion of operations in Clackamas county.

Key Benefits: 1. Increased Production Capacity: The new laser or plasma table will enable us to run production consistently, as opposed to the current system, which relies on a 15+-year-old machine that operates intermittently. With the laser, we would anticipate an increase in utilization of 30-40 hours per week. The plasma option would increase our utilization approximately 25 hours a week. If we can upgrade to the laser, it has a more capabilities than our current machine. It has the ability to cut tube and pipe. Our current machine can only do flat materials. Currently this work is frequently having to be subcontracted outside of Clackamas County, to Multnomah County. Or we are having to do the processes on less efficient machines which is raising our costs. We are in a global market and our costs of doing business in Oregon are already much higher than our competitors in China, South America, Portugal and Finland. We need to find ways to produce our products faster and more efficiently if we want to continue to sell our products internationally. 2. Job Creation and Wages: This machine will require skilled labor, providing stable, well-paying jobs to local workers, further contributing to the local economy and benefiting Clackamas County as many of our workers are residents of Clackamas County. 3. Economic Impact on Clackamas County: The increased business activity will contribute to local tax revenues through both property and income taxes, benefiting the county as a whole. 4. Bringing Business Back to

Clackamas County: The enhanced production capabilities will allow us to take on more work, attract new clients, and bring business back to the region, improving our competitive edge. 5. Sustainability: We have been a local business in Clackamas County for over 100 years, manufacturing machinery for the pulp and paper industries and recycling industries worldwide. For us to remain viable we need to invest in more current technology.

5. Describe the Business Impact(s) of the Grant

Provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally. 2000 character max

Circumstances creating the need: Our current plasma table is almost inoperable, causing us to outsource or perform the needed task in a very inefficient way. The machine is not holding the tolerances that it should hold and is turning out a large number of scrapped parts. Some of the parts are scrapped solely because of the machine not performing as it should because it is worn out. Some of the scrap is being produced because the machine is malfunctioning while in operation. This machine is supposed to be cutting steel and leaving a nearly finished edge on the parts and pieces that it is producing. Instead, we are getting parts that are out of tolerance and instead of the edges being nearly finished they are being cut and ending up with an angled edge not allowing the part to be used. This results in 100% loss. We lose the cost of the part in both materials and wages to build the parts. The machine is supposed to be able to make holes that are nice and round and even thru. It is making holes that have big build-up on the edges and the circles are not even and round. The machine has become unreliable enough at this point that many of the employees don't want to use it because they don't want to have to do their work twice and it is very defeating to make scrap. This has an affect on the employee morale, it is tough for a worker to be excited and engaged when having to work with non-performing tools. Think of trying to write this grant application with only a pen and its ink is running out.

6. Choose Expected Outcomes for the Project

All projects must have **at least one** defined expected outcomes which contribute to economic growth in Clackamas county. The outcome(s) you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide **one or more** expected project outcomes based on your project **type** (workforce development or capital asset) and related to your chosen project **category**. Please see Section J of the NOFO to assist with choosing outcome(s) appropriate to your project. The outcome(s) should be numbered (1, 2, 3...),

well defined, and easily measured/documented. If awarded, the County reserves the right to add any other defined outcomes it deems necessary to measure the success of the project.

1. Measure the number of hours the machine is in operation per week performing cutting and producing parts.
2. Measure the wages of the employees that are working on the machine per week.

7. Project Timeline

Choose a timeline for your project. To choose a timeline, tell us how many months you expect it will take to fully implement your project and collect the data to verify your chosen outcome(s) from the previous section.

2-3 months

8. Project Budget

Please download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your budget.

Attachment

9. Project Budget - Scaled Down

In the event the County must provide you with less than you requested, please provide a scaled down project budget. Download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your scaled down budget.

Attachment

10. Narrative summary of a scaled down project

In the event the County must provide you with less than you requested, please provide a scaled down project narrative (2000 character max). Describe what you want to do in the scaled down project, and how it will still enable economic growth for your business, and how much match (in \$) you will contribute.

The scaled down project will replace our current capabilities that is declining due to machine failure. We would still be able to reduce our outsourcing but by a lessor number.

11. Project Match Commitment

Provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during the term of the grant agreement. Depending on the source of match, proof may come in the form of:

- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
- a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
- proof of availability of corporate cash, such as a savings account statement
- proof of owner investment cash, etc.

In a separate file, write a Statement On Match Commitment explaining the amount and source of match from any of the above examples or another source you have chosen. Collect any documents you determine show proof of the availability of the match. Combine these documents into **ONE** PDF file and upload here. Note: just as with the budget, **do not include payroll costs for current employees as part of your match commitment.**

Attachment

Finalize your application

Attestation

By signing this application, I affirm:

- I am legally authorized to bind the applicant business; and
- The information provided in this application, and any supporting documents provided (if applicable), are true and complete to the best of my knowledge; and
- I understand I may be contacted by CCOED staff to provide additional information or documentation which CCOED, in its sole discretion, may require to complete my application and/or establish my eligibility; and
- I do not owe back taxes to any governmental agency or, if back taxes are owed, a written agency payment plan is in place; and
- I understand any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to law enforcement referral for further investigation or result in the disqualification of my application as unresponsive.

I understand my application may be denied if it's determined that there are current code violations, or that I have received warnings to rectify code violations that are deemed hazardous or unsafe to my business, its employees or the community.

- I understand I may be required to refund or reimburse all or part of the grant proceeds not used for their intended purposes, as stated in the Application, Scope of Work and/or Funding Agreement.

Yes

Name of Attesting Corporate Officer

Brendalee Haunschuld

Applicant Business Name: Cranston Machinery Co Inc

Instructions

Use this template to create two separate documents:

1. a primary (full) budget, and
2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input checked="" type="checkbox"/>	Full Budget	<input type="checkbox"/>	Scaled Down Budget
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Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
Lincoln Electric Series 4510 plasma cutting machine	1	each	42999	19250	24063
Lincoln Electric tube cutter and plasma table set up accessories	1	each	33338	15000	18750
Platinum training package for operations	1	each	6500	3000	3750
Rigging and installation (estimated)	1	each	6000	2000	2500
shipping	1	each	2800	1200	1500
Upgrade to Laser cutting machine estimated	1	each	25000	11000	13750
TOTALS:				51450	64313

NOTICE ON FINANCIAL DOCUMENTATION

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

As part of the application process, grant applicants were asked to submit information to prove their ability to meet the 100% matching funds requirement. This documentation was carefully reviewed and considered by the grant application Review & Recommendation Committee as part of the application evaluation process.

Due to the confidential nature of the financial information grant applicants were asked to submit, match documentation is not included in this public packet. Full applications, including all financial documentation, are held as records in the Clackamas County Office of Economic Development.

Notice of Funding Opportunity (NOFO)

Clackamas County Office of Economic Development

Business Development Grant Program

Program Description

Traded sector businesses—those competing in markets beyond the local area—are invited to apply for funding designated to help them grow!

In April 2024, the Clackamas County Board of Commissioners approved the Business Development Grant Program with the goals of supporting traded-sector business activity (e.g. expansion of operations, efficiencies, technological advancements, etc.), retaining Clackamas county-based operations for existing businesses, and/or attracting new businesses to relocate operations to Clackamas county. Funding will be provided for either capital investments or workforce development projects and must be matched 100% or more by the awardee.

Award Information

Funding Source:	State lottery dollars
Funding Amount:	Individual Award Maximum \$100,000 (awards may be less); \$600,000 total funding this cycle available
Grant Period of Performance:	Approximately 6-18 months from agreement execution (execution estimated Spring 2025), depending on project. Some projects may be longer.
Reporting Requirements:	Reporting requirements will vary significantly by project type and will be negotiated with each awardee prior to agreement execution. Reporting will be sufficient to ensure awarded amounts are expended on eligible costs and that the project, as described in the agreement, has been sufficiently completed.
Submission Method:	Complete and submit application electronically via the official web form . Paper applications will not be accepted.
Application Open Period:	September 23, 2024 at 9am Pacific Time - October 31, 2024 at 5pm Pacific Time. Complete submissions, including all required documents, must be received by 5pm on October 31 st to be considered responsive. Complete submissions include all required supporting

	documentation in addition to the application. Incomplete applications will not be considered.
Program Contact:	4biz@clackamas.us , (503) 742-4BIZ (4249)
Match Requirement:	100% or more; Match of 125% or more will receive extra points

Background

Clackamas County was allocated State lottery dollars for economic development and this Business Development Grant Program is an expression of that constitutional purpose for State lottery funds.

Eligibility

1. Location and Age.

Your business must have operations within Clackamas county or seek to relocate to or establish additional operations within Clackamas county. The business must be “established,” which means it is at least two years old, though it needn’t have been located in Clackamas county for two years if seeking to move existing operations into the county.

2. Traded Sector

Your business must be a *traded-sector business*, defined as *those Clackamas county businesses in sectors trading goods and services outside of Clackamas county and its surrounding environs or attracting revenue or investment from outside of the county (e.g. manufacturing, food processing, tourism, etc.).*

3. Project Types

Projects must be for business investment through capital purchase or for a workforce development project, as described in the *Application and Submission Information* section. No other project types will be considered.

4. Project Categories

In your application, you will be required to select from one of four project categories and to describe the need(s) of your business in relation to the category chosen in sufficient detail to allow the County to make an informed decision, as described in the *Application and Submission Information* section.

5. Match Requirements

You must provide proof of secured match of at least 100% of amount requested (maximum request: \$100,000). Match amounts above 125% will receive up to 5 extra points (out of 100 total).

Match may come from:

- Existing business cash
- A loan or investor commitment (with documentation)
- A separate, already awarded or potential grant which itself has a matching requirement, such as a federal award with a non-federal match requirement, etc.
 - A “potential grant” is a grant you have identified which you intend to apply for or already have applied for but not yet received.
 - If you are proposing another grant for your match requirement, make sure to describe with detail how the County’s grant will fund a specific sub-component of your larger, funded project. If your potential grant is not funded, the County may still fund your application as a stand-alone project if the County believes it will still contribute to economic growth.
- In-kind contributions. If you intend to repurpose an existing asset to maintain a line of business which would otherwise relocate outside of the County or if you will establish a new line of business to contribute to economic growth, the County may count this as fulfilment of your match requirement. You will need to provide fair market valuation with your application as proof of in-kind match.

General Requirements & Information

Secretary of State Registration. Your business must have an [active business registration with the Oregon Secretary of State](#). You will need your Oregon Secretary of State identification number to complete this application. This requirement includes business applicants looking to move operations or establish operations into Clackamas county from outside of Oregon.

Code compliance. You may be disqualified from this program if the County finds you are out of compliance with any applicable business codes or owe back taxes without an approved payment plan.

Participation Restrictions. You may only apply once per application cycle and may not apply to this grant program again if you have previously received an award funded with lottery dollars of any amount.

Trade secrets and your application. Since applications submitted under this NOFO are subject to public records requests, please clearly mark any included trade secrets as '(TRADE SECRET)' in your responses. All identified trade secrets will be redacted when responding to public records requests.

Only business applicants. Grants will be awarded to businesses, not individuals, so please apply with the official name of your business as registered with the Oregon Secretary of State.

Indirect costs. Indirect costs are not funded through these awards and should not be part of your budget request.

Debt(s). This grant may not be used to pay debts on already-implemented projects. This grant is intended for new projects only.

Application and Submission Information

To apply, complete the [official online application](#). Keep these instructions handy as a reference as you complete the application. Provide as much information as needed to thoroughly answer questions and convey information; however, please keep answers as clear concise as possible.

Your application will need to:

- A. Provide Basic Applicant Data. Provide the basic data requested on the application, including your EIN, Oregon Secretary of State ID, incorporation month and year, and your NAICS (industry) code. You will also be required to answer a question about any back taxes owed and whether a repayment plan is in place.
- B. Provide a Narrative Summary. Provide a summary of your project and the amount of your request. Please also provide an amount that could fund a modified or scaled down version of your project in the event the County must award less than the amount you requested, if a modified or scaled down version of the project is possible.
- C. Describe a Business Need. Provide a brief narrative describing the business need for grant funding. The narrative should address at least one of the following, and any others which are relevant:
 - a. Describe the circumstances creating the business need;
 - b. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
 - c. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
 - d. How the grant will specifically be used for the relocation of operations *to* Clackamas county, the prevention of business exodus *from* Clackamas county, or the expansion of operations *in* Clackamas county.
- D. Provide Timeline. Estimate the time required to fully implement your project, in months.
- E. Identify a Project Type, either a **workforce development** or **capital asset** project:
 - For **capital projects**, describe what will be purchased, the total cost of the capital project, how the project price estimate was determined, the impact of the capital outlay on operations, what will be accomplished, etc. *Capital project* requests may also include any fees, licenses, delivery costs, taxes, installation, utility hookups, etc. *directly associated* with the purchase to bring the capital project online operationally and these costs should be broken out in your budget. Capital project budgets should not include payroll costs of current employees.
 - For **workforce development projects**, describe the type and number of employees to be hired/retained, special training to be acquired, hiring incentives or retention plan to be deployed, or impact of the project on retention, etc., as applicable. Examples of workforce development projects include but are not limited to:

- The cost of training for employees to learn a new or updated technology, equipment or process, employer-specified or industry-specific skills;
- Train-the-trainer instruction to build the capacity of businesses;
- Training materials and supplies;
- Facility expenses directly related to and necessary for the training;
- Rental of tools and equipment critical to the project;
- Travel expense and per diem of instructor(s) at government-approved rates; and
- Instructor/trainer fees

Workforce budgets should not include payroll costs of current employees.

- F. Select a Project Category from one of the following. Choose the category that best fits your proposed project:
- Multi-site Development Assistance or Relocation to Clackamas County.** You seek to establish a new location in Clackamas county or relocate your existing business into Clackamas county and your business would benefit from additional support for capital infrastructure improvements or purchases.
 - Matching Funds Need.** Your business is already located in Clackamas county and is in need of matching funds for an existing local, state or federal grant(s) or for a grant which has been applied for or which will be applied for to leverage larger investments to support the expansion, workforce development, or overall health of your business.
 - Production Expansion and Capacity.** Your business is currently located in Clackamas county and needs financial support to relocate to a larger facility, expand existing facilities and/or production capacity through additional employees, employee technical training, automating equipment, or other capital investment efficiencies.
 - County Business Retention.** You are currently located in Clackamas county and request funds to assist with a capital project or workforce development project intended to retain operations in Clackamas county, to relocate to a larger facility within Clackamas county, or to otherwise expand facilities and/or production.
- G. Create a Project Budget. Download the [budget template](#) in PDF format. You will use the budget template to provide budget categories and amounts based on the project type you have selected. You will choose relevant line-item descriptions and put them into the space provided yourself. Your line-item budget should provide the type of cost, a brief description of the cost, a quantity (if relevant) and amount of each necessary project expense.

In the budget template, there is a *Grant Request* column to be used for all costs you want to be funded by this grant. The total of this column should agree with the grant amount you are requesting, up to \$100,000. Include only allowable costs as described in this NOFO in the *Grant Request* column.

In the *Match* column, include all direct costs you will incur funded by the sources you propose as match. If you have chosen a capital project, break out any direct costs required to bring the project online operationally, if these costs are included in your application

request amount or proposed as match. All direct costs associated with workforce development projects are also eligible in either column if you have chosen that project type.

Do not include payroll costs of current employees in either column.

When you have completed your budget(s), save and upload in the designated question on the application.

- H. Provide Proof of Match. You will be required to provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment in the application will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during term of the grant agreement. Depending on the source of match, proof may come in the form of:
- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
 - a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If the grant is yet to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
 - proof of availability of corporate cash, such as a savings account statement
 - proof of owner investment cash, etc.
- I. Describe the Business Impact(s) of Grant. You will be asked to provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally.
- J. Choose Expected Outcomes for the Project. All projects must have at least one or more defined expected outcomes which contribute to economic growth in Clackamas county. The outcomes you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide one or more expected project outcomes from the following, based on the project type you chose:
- For workforce development projects, **one or more**:
 - Must increase employee count by 10%;
 - Must demonstrate the capacity of the project to retain existing workers;
 - Must describe how the funding will be used to develop the technical expertise of the existing workforce through the addition of new skills or certifications or how the project will attract workers with necessary

technical skills to promote positive economic outcomes and/or increase the capacity of your business;

- If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County’s grant will derive its measurable outcomes from that separate matching grant.)
- For capital investment projects, **one or more**:
 - For businesses seeking to expand offerings to enhance market share, describe the estimated expansion by type of service, by geographical reach, or by a percentage estimate of customer base expansion;
 - Must allow your business to maintain operations in Clackamas county for 2 years from the date of awarded funding (OR) for 1 full calendar year after the grant period of performance has closed, whichever is later;
 - Must allow your business to establish new operations in Clackamas county;
 - Must increase production efficiencies and you must estimate the increased efficiency as a percentage. (Note: you’ll need to choose a metric that is measurable for monitoring purposes);
 - For manufacturing-based businesses, must clearly demonstrate production capacity expansion and provide a measurable estimate.
 - If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County’s grant will derive its measurable outcomes from that separate matching grant.)

K. **Attestation.** You’ll be required to sign the attestation on the application. Only a corporate officer who is authorized to legally bind the business may sign the attestation. Fraudulent applications will be referred to law enforcement.

Evaluation

Your application will be evaluated by a review committee comprised of Clackamas County staff, who will recommend projects to the Board of County Commissioners (BCC) for funding. **The BCC has sole authority to determine funded projects** and may choose to disregard the recommendations of County staff or alter department recommendations at will. Only applications considered responsive will be evaluated. “Responsive” applications are those which comply with the requirements in this NOFO. Late and/or incomplete applications or applications from non-traded sector businesses will not be considered.

Timeline. Applications will be reviewed November/December 2024 and recommendations for funding made to the BCC by January/February 2025. Awardees will be notified by email once the BCC has finalized their decisions.

After County staff have notified awardees, staff and awardees will negotiate a final scope of work for the project, including timelines for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final grant documents.

Non-discrimination

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Frequently Asked Questions (FAQ)

Clackamas County Office of Economic Development

Business Development Grant Program

1. What is the purpose of the county grant funding program?

The county grant funding program is designed to provide funding for capital, capacity or workforce development projects to various sized traded sector businesses looking to relocate, expand or retain their operations in Clackamas County.

2. Who is eligible to apply for a grant?

To be eligible to apply, a business must:

- Be a traded sector business – a business trading goods and services outside of Clackamas County and its surrounding regions
- Have been in existence for at least two years
- Provide proof of at least 100% match for their funding request

For full details on eligibility and requirements, refer to the [Notice of Funding Opportunity \(NOFO\)](#).

3. What types of projects or activities can be funded?

The applications must be for programs or services that will support economic development, and must:

- Increase production of locally-manufactured goods or delivery of locally-based services;
- Fund either a capital purchase or a workforce development project;
- Support business improvement, relocation, retention and/or expansion efforts, and
- Contribute to the Clackamas County's economic development.

Eligible business costs include only costs to carry out a project as determined in the application process

- Project shall meet the criteria of the grant program and be achievable
- Businesses may only apply once and may only receive one-time funding
- All funding agreements approved by the Board

For full details on project and application requirements, including Project Types and Project Categories refer to the [Notice of Funding Opportunity \(NOFO\)](#).

4. How do I apply for a grant?

To apply:

1. Review the grant guidelines and eligibility requirements outlined in the [Notice of Funding Opportunity \(NOFO\)](#) to ensure your business and project are eligible for funding.
2. Download the [application questions](#) and prepare your application (including gathering required documents) before submitting.
3. Submit your complete application via the [official web form](#) by 5pm on October 31, 2024, along with any required supporting documents. Late and incomplete applications will not be considered for funding. Application materials sent by post, email, or any means other than the official application web form will not be considered for funding.

For questions or general assistance, contact us at 503-742-4329 or at 4Biz@clacakamascounty.us

5. What is the application deadline?

Complete applications (including required documents) must be submitted via the official web form by 5pm on October 31, 2024.

It is highly recommended that you plan ahead and submit your application with enough time before the deadline to troubleshoot any technology, internet, and/or file issues – **late and/or incomplete applications will not be accepted for any reason.**

6. What is the timeline for this program?

Applications open on Monday, September 23, 2024 at 9:00 am Pacific Time.

Applications close at 5:00 pm Pacific Time on Thursday, October 31, 2024.

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

Funding agreements will be finalized in Spring 2025.

Funding will be deployed no later than June 30, 2025.

Program Period of Performance will begin at the execution of the grant funding agreement (Spring 2025) and run for approximately 6-18 months, depending on the unique project. Some projects may run longer.

7. How much funding can I apply for?

You may request up to \$100,000 of funding through this program.

You will be required to provide proof of at least 100% matching funds from another source in order for your funding request to be considered. Refer to NOFO (Section H) for more details on matching funds.

You will be required to provide both a primary project budget AND a scaled down project budget. In the event that the County must provide you with less funding than you requested in your primary project budget, your scaled down project budget will be used to evaluate your application.

8. How will grant applications be reviewed?

Eligible grant applications will be reviewed by a review committee comprised of Clackamas County staff. Eligible applications will be evaluated based on criteria such as:

- Alignment with program goals
- Project viability
- Potential for contribution to county economic growth
- Compliance with County codes and tax laws
- Overall project risk

After evaluating eligible applications, the Clackamas County staff review committee will recommend projects to the Board of County Commissioners (BCC) for final funding decisions. **The BCC has sole authority to determine funded projects.**

For more information on the evaluation criteria and process, refer to the [NOFO](#).

9. When will I be notified of the decision?

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

10. What happens next if my application is approved?

Awardees will be notified by email once the Board of County Commissioners (BCC) has finalized their funding decisions.

After County staff have notified awardees, staff and awardees will negotiate a Funding Agreement. The Funding Agreement is a contract between the County and the awardee, and includes elements such as a final scope of work for the project, timelines, and reporting requirements for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final funding agreements.

11. What are the reporting requirements for grant recipients?

Grant recipients will be required to submit progress reports and a final report at the end of the grant period. Supporting documentation to prove how the funds were used and the outcomes achieved will be required. Depending on the unique nature of the project, other requirements will be discussed and stated in the grant funding agreement.

Specific reporting requirements for each awardee will be outlined in the awardee grant funding agreement based on project type, project category, and the anticipated outcomes detailed in project applications.

13. Where can I find more information about the grant program?

The **Notice of Funding Opportunity (NOFO)** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://www.clackamas.us/procurement-process#opengrantopportunities>

The **list of application questions** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/c2427354-8d5f-42e0-9c09-35e0224b86e7>

The **application budget template** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/2eb7242d-08d7-4d30-ba9b-b8c19ded27f2>

The **official application web form** can be found at:

<https://apps.clackamas.us/businessdevelopmentgrants/>

For more information, visit our website or contact The Office of Economic Development directly at 503-742-4biz or 4Biz@clacakamascounty.us. We provide resources such as grant guidelines, application forms, and contact information for assistance.

14. Whom should I contact if I have more questions?

If you have additional questions or need further assistance, please contact us at 503-742-4biz or 4Biz@clacakamascounty.us. We are available to answer clarifying questions and/or resolve technical issues with the application form.

15. Can software count as a capital asset under the capital asset project type?

Yes, purchases of non-physical capital assets such as software can qualify under the capital asset project type.

Qualifying capital asset projects involve capital purchases that meet a business need by contributing to business expansion, projected growth strategies, etc. (as stated in **NOFO Section C**). Capital projects will need to meet at least one of the expected outcomes listed in **NOFO Section J**. You may also refer to **NOFO Section E** for a description of the information that capital project applicants will need to provide in their narrative summary and budget.

16. Is the matching funds commitment the same as a business collateral requirement?

No, matching funds are not the same as collateral. The 100% match commitment requires that an applicant contribute at least as many of their own dollars as they are requesting for the proposed project.

In rare cases, a business may repurpose an existing business asset for the proposed project as an ‘in-kind contribution.’ As stated in **NOFO Section 5**, this match option will only be considered in the event that repurposing the asset allows the applicant to maintain a line of business which would otherwise relocate outside of the County, OR if repurposing the asset will allow the applicant to establish a new line of business to contribute to economic growth. In either case, you will need to provide fair market valuation with your application as proof of in-kind match. The onus is on the applicant to clearly explain why the in-kind contribution meets these criteria.

For further clarity, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

17. Can I apply for a capital asset project if I am purchasing multiple pieces of equipment?

Yes, if you are purchasing multiple pieces of equipment for a specific project you may include costs related to that equipment in your grant request and/or project match. It is up to the applicant to clearly explain why each equipment purchase is related to the project, and ensure that the project narrative, expected outcomes, and budget all support this.

18. Can I include money I've already spent on a project in my match commitment?

No. Project budgets may only include expenses that have not yet been incurred, regardless of whether the expenses are attributed to the grant request or project match columns. If your application is for a phase or portion of a larger ongoing project, you *may* include information about the full project in your project narrative, expected outcomes, and other narrative sections of the application – in this case, it is still up to the applicant to describe the need and impact of the portion of the project that is reflected in the budget.

19. Can I include money in my match commitment that I *plan* to spend on a project before the funding agreements are finalized (estimated June 2025)?

Yes. You may include in your **project match commitment** money that you plan to spend on the described project, so long as that spending is clearly detailed in the project budget and timeline, and so long as the spending occurs after the grant application deadline on 10/31/24. You may not include in your **grant request** any money that will be spent before the funding agreements are finalized.

For more information on how to fill out your project budget, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

20. Can home-based businesses apply for funds to make property improvements or building expansions?

Property improvements and/or construction projects on privately owned residential properties (i.e. homes and properties which are zoned as residential) **do not** qualify for funding under this program.

21. Why isn't my application going through when I click 'Submit application'?

Before reaching out to County staff about an issue with the form, please do the following:

- Double-check that you have completed all required questions.
- Double-check that you have successfully uploaded all three required attachments (budget, scaled down budget, statement on match with proof of match) in PDF file format.
- Confirm that your question responses do not exceed 2,000 characters (including spaces). If any of your responses exceed 2,000 characters, the form will display an error message and will not submit.

To ensure that you do not lose your work in the event of a form error, please write your responses to the application questions in a separate, saved document prior to filling out the application form.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

Entity is a non-federal Recipient Entity is a contractor Not applicable

2. Administrative Requirements. RECIPIENT agrees to its status as a Recipient, and accepts among its duties and responsibilities the following:

a) **Financial Management.** RECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred. RECIPIENT will incur only allowable costs under this Agreement. A cost is allowable if it is reasonable and allocable, as described below:

1. Reasonable.

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

b. What is reasonable depends upon a variety of considerations and circumstances, including—

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;
- The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- Any significant deviations from the contractor's established practices.

2. Allocable. A cost is allocable if it is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or other equitable relationship. Subject to the foregoing, a cost is allocable to this Agreement if it—

- a. Is incurred specifically for the Project;
- b. Benefits both the Project outlined in this Agreement and other work, and can be distributed to them in reasonable proportion to the benefits received; or
- c. Is necessary to the overall operation of the business, although a direct relationship to any particular cost objective cannot be shown.

3. Net of Applicable Credits. The applicable portion of any rebate, allowance, or other credit relating to any allowable cost and received by or accruing to RECIPIENT shall be credited to Project funded by this Agreement either as a cost reduction or by cash refund to COUNTY.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles, international financial reporting standards, and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with

the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c) **Change in Ownership.** RECIPIENT is required to notify COUNTY, in writing, if RECIPIENT intends to sell its business to another entity or otherwise transfer ownership during the term of this Agreement.
- d) **Cost Principles.** RECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by COUNTY shall be the liability of the RECIPIENT.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** RECIPIENT is required to provide match in the amounts specified in Exhibit A.
- g) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit A. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Not provided on this award.
- i) **Payment.** RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit A.
- j) **Performance Reporting.** RECIPIENT shall comply with reporting requirements as specified in Exhibit A: RECIPIENT Scope of Work & Performance Reporting.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by RECIPIENT. RECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of this Agreement, no later than 90 calendar days after the end date of this Agreement.
- l) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct onsite or offsite visits and inspections of financial records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. COUNTY may also take photographs of funded items at its discretion during the visit. Depending on the outcomes of the monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- m) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

3. Default

- a) **Recipient's Default.** RECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. RECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by RECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by RECIPIENT is untrue in any material respect when made;
 - c. After thirty (30) days' written notice with an opportunity to cure, RECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d. A petition, proceeding, or case is filed by or against RECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law;
 - e. RECIPIENT fails to make sufficient progress on Project implementation as determined by COUNTY in its sole discretion.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of RECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding RECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by RECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring RECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Recipient's Remedies:** In the event COUNTY is in default, and whether or not RECIPIENT elects to terminate this Agreement, RECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against RECIPIENT. In no event will COUNTY be liable to RECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential, or special damages.

5. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** RECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, RECIPIENT may in writing request COUNTY to resolve the

conflict. RECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. RECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** RECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). RECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that RECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. RECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

6. **Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.

**CLACKAMAS COUNTY, OREGON
RECIPIENT GRANT FUNDING AGREEMENT**

Program Name: ***DTD/Office of Economic Development: Business Development Grant Program***
 Program Number: 600406

This Agreement is between **Clackamas County**, Oregon, acting by and through its
 DTD/Office of Economic Development (“COUNTY”),
 and **Allied Technologies International Inc** (“RECIPIENT”), an Oregon For-Profit Entity.

Clackamas County Data

Grant Administrator:	Program Manager: <i>Julia McCotter</i>
Clackamas County – Office of Economic Development 150 Beaver Creek Road Oregon City, OR 97045 (503)742-4238 4biz@clackamas.us	Clackamas County – Office of Economic Development 150 Beaver Creek Road Oregon City, OR 97045 (503) 742-4399 JMcCotter@clackamas.us

Recipient Data

Finance/Fiscal Representative:	Owner:
Nikki Carter 27120 SW 95th Ave, Suite 3280, Wilsonville, OR 97070	Thomas Biju Isaac 27120 SW 95th Ave, Suite 3280, Wilsonville, OR 97070
State of Oregon Business Registry Number:	1048349-99

RECITALS

COUNTY seeks to promote economic development by investment into capital, capacity or workforce development projects for traded-sector businesses operating in Clackamas County.

On April 17, 2024, the Clackamas County Board of Commissioners (“Board”) approved a Business Development Grant program with the goals of using Lottery dollars to support business and workforce development activities, retaining Clackamas County based operations and attracting businesses looking to relocate into Clackamas County.

On December 11, 2024, the Board approved the Business Development Grants, as recommended by the Review & Recommendation Committee, and instructed the Office of Economic Development to proceed with finalizing funding agreements with the approved Recipients.

The initial total investment in the Business Development Grant Program from the County’s restricted fund allocation of lottery dollars in the 2024-25 fiscal year is \$600,000. The maximum lottery dollar funding for each grant is \$100,000. Grants may be for lesser amounts and no single grant may exceed \$100,000.

RECIPIENT submitted an application for use of grant funds for a Capital Purchase, Production Expansion and Capacity project, as set forth in Exhibit B. The County has agreed to award RECIPIENT a portion of

Allied Technologies International Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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the requested grant funds to perform the project described in Exhibit A.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **December 11, 2024** and expiring **December 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Project.** The Project is described in Exhibit A, Scope of Work, attached hereto and incorporated by this reference herein. RECIPIENT agrees to carry out the Project in accordance with the terms and conditions of this Agreement and according to RECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** RECIPIENT shall perform all Project-associated activities in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall perform all activities according to required information in the attached Exhibits, which are attached to and made a part of this Agreement by this reference. RECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Such terms and conditions include, but are not limited to, the limitations set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540, for use of State lottery fund dollars, which are the primary source of funds under this Agreement. RECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or County funding requirements.
4. **Grant Funds.** County agrees to grant RECIPIENT a one-time lump sum not to exceed fifty thousand dollars (\$50,000.00). The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. RECIPIENT shall use the funds awarded under this grant solely for the purposes set forth in Exhibit A, attached hereto and incorporated herein.

Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if; award conditions are not met or sooner if; RECIPIENT is in default under this Agreement according to the terms in Exhibit A. Full or partial reimbursement may be required to the County if Recipient fails to deliver on project as identified in Exhibit A.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed or costs incurred before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:

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- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.
- b. Upon RECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure ;
- c. At any time upon mutual agreement by COUNTY and RECIPIENT.
- d. Immediately upon written notice provided to RECIPIENT that COUNTY has determined funds are no longer available for this purpose.
- e. Immediately upon written notice provided to RECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall be returned to the COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release RECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, RECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by RECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein.
10. **No Duplicate Payment.** RECIPIENT must use other funds in addition to the grant funds to complete the Project; provided, however, RECIPIENT may not credit or pay any grant funds for Project costs that are paid for with other funds and would result in duplicate funding.
11. **Non-supplanting.** RECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

12. **General Agreement Provisions.**

- a) **Non-appropriation Clause.** If payment for Project-associated activities and/or items under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) RECIPIENT's negligent or willful acts or those of its employees, agents, or those under RECIPIENT's control; or (2) RECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that RECIPIENT used

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funds for an ineligible purpose. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section..
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

13. **Insurance.** RECIPIENT shall secure at its own expense and keep in effect during the term of the performance under this Agreement the insurance required, and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of RECIPIENT under this Agreement. RECIPIENT shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Office of Economic Development, 150 Beaver Creek Road, Suite 334, Oregon City, OR 97045 or emailed to the Economic Development Manager.

<input checked="" type="checkbox"/> Required - Workers Compensation: RECIPIENT shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

14. **Agreement Documents.**

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: RECIPIENT Approved Scope of Work: Project Description, Budget, Performance Outcomes and Reporting
- Exhibit B: RECIPIENT Original application, budget and required submission documents
- Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's
- Exhibit D: General Administrative Requirements and Terms & Conditions

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit A

Allied Technologies International Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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- Exhibit B
- Exhibit C

(Signature Page Follows)

Allied Technologies International Inc

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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SIGNATURE PAGE TO RECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

ALLIED TECHNOLOGIES INTERNATIONAL INC

Thomas B Isaac

Thomas B Isaac (Jan 28, 2025 14:09 PST)

By: _____

By: Thomas B Isaac

Its: _____

Its: C.E.O

Dated: _____

Dated: 01/28/2025

Approved to Form

By: 
County Counsel

Dated: 2/12/2025

ATTACHMENTS to be included:

Exhibit A: Scope of Work

Exhibit B: Original application packet

Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's

Exhibit D: General Administrative Requirements and Terms & Conditions

EXHIBIT A – SCOPE OF WORK

Clackamas County Office of Economic Development Business Development Grant Program FY 2024-25

Grant Award Information

BUSINESS RECIPIENT:

Allied Technologies International Inc
27120 SW 95th Ave, Suite 3280, Wilsonville, OR 97070

GRANT AWARD AMOUNT:

\$50,000

COUNTY Use of Funds

The source of funds under this Agreement are Lottery dollars budgeted in Clackamas County’s Office of Economic Development FY 2024-25 adopted Budget. The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. Use of funds is restricted to the following:

- (a) Creating jobs
- (b) Furthering economic development in Oregon
- (c) Financing public education

RECIPIENT Use of Funds

Grant funds may be used for the following eligible purposes:

Project Scope

Allied Technologies International Inc is awarded a grant in the amount of \$50,000 to support a Capital Purchase, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 27120 SW 95th Ave, Suite 3280, Wilsonville, OR. Grant funds will support the purchase and installation of a CNC Swiss Machine and CNC Electric Discharge Machine. The goal of this capital purchase is to support development of new manufacturing capabilities to expand business offerings and capitalize on increasing demand.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Equipment for manufacturing, Quality Control	1	N/A	\$81,000	\$81,000	\$40,500	\$40,500

CNC Software	1	N/A	\$19,925	\$19,925	\$9,500	\$10,425
TOTALS:				\$100,925	\$50,000	\$50,925

Use of county granted funds is restricted to the expenditures specified in the above budget, as recorded in the “Grant Funds” column. Grant funds may only be used for eligible expenses incurred after December 11, 2024. Grant funds may not be used for reimbursement of any expenses incurred prior to December 11, 2024. Grant funds may not be used for the repayment of any debts, interest, or associated fees.

RECIPIENT agrees to spend its own matching funds specified as in the above budget in the “Match Funds” column. Grant funds and match funds may not be assigned to costs in a duplicative manner as outlined in Funding Agreement Section 10.

Request for Funding

Upon full signature of the Funding Agreement, RECIPIENT must submit all paperwork required by County to be paid as a vendor, and remit an invoice for full payment of the grant award.

Reporting

In addition to the required financial reporting and site visit(s) detailed in the Funding Agreement, RECIPIENT shall provide at minimum; one progress report and two outcomes reports. These reports shall include, at minimum, the following information:

Progress Report

- Description of grant and match funds spent
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs
- Verification of any new hire(s), hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation
- Year-to-date Project Profit & Loss Report (County-provided template)
- Current FTE count

Year 1 Outcomes Report

- Description of grant and match funds spent since submission of Progress Report (if applicable)

- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs since submission of Progress Report (if applicable)
- Verification of any new hire(s) made, hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation since submission of Progress Report (if applicable)
- Impact statement
- Current FTE count
- Lowest and average employee wage
- Jobs added since last report, wages of added jobs
- Year-to-date project revenue, year-over-year project revenue change
- Units produced, YoY change in units produced
- Production efficiency change
- Additional product offerings

Year 2 Outcomes Report

- All information included in Year 1 Outcomes Report, updated for the reporting period
- Final Project Profit & Loss Reports for FY 2025 and FY 2026 (County-provided template)

These reports are due to the Clackamas County Office of Economic Development on the following schedule:

September 25, 2025 – Progress Report Due

Reporting period: *Date of agreement signature – September 18, 2025*

April 30, 2026 – Year 1 Outcomes Report Due

Reporting period: *Date of agreement signature – March 31, 2026*

April 30, 2027 – Year 2 Outcomes Report Due

Reporting period: *April 1, 2026 – March 31, 2027*

Recipients may also be asked to provide supplemental narrative information on project activities and outcomes for use in public reports and marketing initiatives.

Reports shall be submitted to the following address:

Julia McCotter
Management Analyst 2, Office of Economic Development Clackamas County
150 Beavercreek Road Oregon City, OR 97045
jmccotter@clackamas.us | (503) 742-4399

Business Development Grants Application

Applicant Information

Email

Thomas@alliedti.com

Full legal name of your business

Allied Technologies International, Inc

Business Website

www.alliedti.com

Business DBA, if applicable

Allied Technologies

Employer Identification Number (EIN)

Enter SSN instead if you use that number as your tax ID

Oregon Secretary of State ID Number

1048349-99

Incorporation date

2014-09-23

Corporate structure

Corporation (s-corp)

North American Industry Classification System (NAICS) code

33272

Industry name

Manufacturing

Full name of the business owner

Thomas Biju Isaac

Name of applicant contact, if different from owner name

Thomas Biju Isaac

Name of applicant contact title, if different from "owner"

CEO

Business primary operations street address (current)

27120 SW 95th Ave, Suite 3280

Business primary operations city (current)

Wilsonville

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97070

Applicant contact phone number

971 258 3829

Project Information

1. Narrative summary of your project

Provide a summary of your project and the amount of your request (2000 character max). Describe what you want to do with your grant, providing any project details you feel are relevant for the scoring committee to consider.

Allied Technologies is one of the less than 2% of the global manufacturing companies that are triple certified to make components for Aerospace (AS9100D Certified), Orthopedic Implants (ISO 13485 Certified, US FDA Registered) and General Industries including Semiconductors (ISO 9001 Certified). Over the past few years, we have made components that are in Space Satellites, Commercial and Military Aircrafts, Orthopedic implants and Telecommunications components enabling 5G communications. Allied Technologies has experienced strong global export led growth in our telecommunications segment while also experiencing double digit domestic growth in Space and Orthopedic segments. We have an opportunity to add new capabilities on CNC Milling, Electric Discharge Machining

and expand our CNC Swiss Turning to support our existing customers with new component prototyping and manufacturing. If awarded the grant, we will make Capital Expenditure investments to expand our Wilsonville Manufacturing to support our continued growth. We will be matching 100% or more of the grant

2. Project Type

Capital project

3. Project Category

Choose ONE of the categories below. Choose the category that best fits your proposed project. See Section F of the NOFO for definitions of the categories.

Production Expansion and Capacity

4. Describe a Business Need

Provide a brief narrative describing the business need for grant funding (2000 character maximum) to assist with the project type and category you have chosen. The narrative should address at least one of the following, and any others which are relevant:

1. Describe the circumstances creating the business need;
2. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
3. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
4. If relevant to your chosen project, how the grant will specifically be used for the relocation of operations to Clackamas county, the prevention of business exodus from Clackamas county, or the expansion of operations in Clackamas county.

With the Strong Double-Digit growth we are experiencing, we are looking to add Manufacturing capabilities requested by our existing space satellite customer(s) to support their needs. Allied Technologies has been a best in class CNC Swiss and CNC Turning Contract manufacturer with Global OEM customers in USA, Canada, Mexico and Europe. A grant from Clackamas County will help us expand into CNC 4 Axis Milling and horizontal machining , 9 Axis CNC Swiss Turning and Electric Discharge Machining (EDM) that are in the cutting edge of Space Satellite component manufacturing. All these new capabilities will help differentiate us from competition and help us offer a complete suite of solutions to our customers. These new machines will also help us expand the types of components we can manufacture to include ceramics, special grade and glass / composite filled plastics. These new materials will be on the cutting edge of Space Satellite manufacturing. Satellite market has experienced a 42%+ annual

growth rate over the past decade and is forecast to continue the strong growth over the next decades. Positioning Allied Technologies on this cutting edge of manufacturing will help us continue supporting our customers while providing high quality jobs in the County. Our key customers are looking towards supplier consolidation for Economies of Scale and for cost optimization. If we don't offer a near complete suite of solutions, we will be at a disadvantage versus global and regional competitors who are able to be that single stop shop.

5. Describe the Business Impact(s) of the Grant

Provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally. 2000 character max

A Clackamas County grant to purchase new Capital Equipment will help us expand our Space Satellite manufacturing offerings to our existing customer helping us gain new business that is currently not awarded to us. This will also help us add new customers. The Capex used to add new CNC machines will be in Clackamas County triggering personal property tax for the life of the equipment (20+ years). Additionally, most of these components will use Raw Materials, Surface finishing services suppliers in the county creating additional secondary employment and tax revenue in the county.

6. Choose Expected Outcomes for the Project

All projects must have **at least one** defined expected outcomes which contribute to economic growth in Clackamas county. The outcome(s) you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide **one or more** expected project outcomes based on your project **type** (workforce development or capital asset) and related to your chosen project **category**. Please see Section J of the NOFO to assist with choosing outcome(s) appropriate to your project. The outcome(s) should be numbered (1, 2, 3...), well defined, and easily measured/documented. If awarded, the County reserves the right to add any other defined outcomes it deems necessary to measure the success of the project.

If awarded, we will be using the grant money to purchase 1. CNC Mills and Horizontal Machining Centers – Full grant 2. CNC Swiss Machine and or Electric Discharge Machining – Partial grant)

7. Project Timeline

Choose a timeline for your project. To choose a timeline, tell us how many months you expect it will take to fully implement your project and collect the data to verify your chosen outcome(s) from the previous section.

Project will be implemented in under six (6) months after money is allocated.

8. Project Budget

Please download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your budget.

Attachment

9. Project Budget - Scaled Down

In the event the County must provide you with less than you requested, please provide a scaled down project budget. Download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your scaled down budget.

Attachment

10. Narrative summary of a scaled down project

In the event the County must provide you with less than you requested, please provide a scaled down project narrative (2000 character max). Describe what you want to do in the scaled down project, and how it will still enable economic growth for your business, and how much match (in \$) you will contribute.

With a scaled down project, Allied Technologies would still be investing in CNC Swiss Machines and CNC Electric Discharge Machining capabilities. We will be using these to support our expansion to support Space Satellite Manufacturing capabilities with a grant request of 55k and matching funds of 70k for a total investment of 125k.

11. Project Match Commitment

Provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during the term of the grant agreement. Depending on the source of match, proof may come in the form of:

- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
- a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.

- proof of availability of corporate cash, such as a savings account statement
- proof of owner investment cash, etc.

In a separate file, write a Statement On Match Commitment explaining the amount and source of match from any of the above examples or another source you have chosen. Collect any documents you determine show proof of the availability of the match. Combine these documents into **ONE** PDF file and upload here. Note: just as with the budget, **do not include payroll costs for current employees as part of your match commitment.**

Attachment

Finalize your application

Attestation

By signing this application, I affirm:

- I am legally authorized to bind the applicant business; and
- The information provided in this application, and any supporting documents provided (if applicable), are true and complete to the best of my knowledge; and
- I understand I may be contacted by CCOED staff to provide additional information or documentation which CCOED, in its sole discretion, may require to complete my application and/or establish my eligibility; and
- I do not owe back taxes to any governmental agency or, if back taxes are owed, a written agency payment plan is in place; and
- I understand any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to law enforcement referral for further investigation or result in the disqualification of my application as unresponsive.

I understand my application may be denied if it's determined that there are current code violations, or that I have received warnings to rectify code violations that are deemed hazardous or unsafe to my business, its employees or the community.

- I understand I may be required to refund or reimburse all or part of the grant proceeds not used for their intended purposes, as stated in the Application, Scope of Work and/or Funding Agreement.

Yes

Name of Attesting Corporate Officer

Thomas Biju Isaac

Applicant Business Name: Allied Technologies International, Inc

Instructions

Use this template to create two separate documents:

- 1. a primary (full) budget, and
- 2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input checked="" type="checkbox"/>	Full Budget	<input type="checkbox"/>	Scaled Down Budget
-------------------------------------	-------------	--------------------------	--------------------

Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
hase, Transportation	1	1	75,000	75,000	100,000
TOTALS:				75,000	100,000

Applicant Business Name: Allied Technologies International, Inc

Instructions

Use this template to create two separate documents:

- 1. a primary (full) budget, and
- 2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input type="checkbox"/>	Full Budget	<input checked="" type="checkbox"/>	Scaled Down Budget
--------------------------	-------------	-------------------------------------	--------------------

Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
Purchase, Transport	1	1	125000	55,000	70,000
TOTALS:				75,000	100,000

NOTICE ON FINANCIAL DOCUMENTATION

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

As part of the application process, grant applicants were asked to submit information to prove their ability to meet the 100% matching funds requirement. This documentation was carefully reviewed and considered by the grant application Review & Recommendation Committee as part of the application evaluation process.

Due to the confidential nature of the financial information grant applicants were asked to submit, match documentation is not included in this public packet. Full applications, including all financial documentation, are held as records in the Clackamas County Office of Economic Development.

Notice of Funding Opportunity (NOFO)

Clackamas County Office of Economic Development

Business Development Grant Program

Program Description

Traded sector businesses—those competing in markets beyond the local area—are invited to apply for funding designated to help them grow!

In April 2024, the Clackamas County Board of Commissioners approved the Business Development Grant Program with the goals of supporting traded-sector business activity (e.g. expansion of operations, efficiencies, technological advancements, etc.), retaining Clackamas county-based operations for existing businesses, and/or attracting new businesses to relocate operations to Clackamas county. Funding will be provided for either capital investments or workforce development projects and must be matched 100% or more by the awardee.

Award Information

Funding Source:	State lottery dollars
Funding Amount:	Individual Award Maximum \$100,000 (awards may be less); \$600,000 total funding this cycle available
Grant Period of Performance:	Approximately 6-18 months from agreement execution (execution estimated Spring 2025), depending on project. Some projects may be longer.
Reporting Requirements:	Reporting requirements will vary significantly by project type and will be negotiated with each awardee prior to agreement execution. Reporting will be sufficient to ensure awarded amounts are expended on eligible costs and that the project, as described in the agreement, has been sufficiently completed.
Submission Method:	Complete and submit application electronically via the official web form . Paper applications will not be accepted.
Application Open Period:	September 23, 2024 at 9am Pacific Time - October 31, 2024 at 5pm Pacific Time. Complete submissions, including all required documents, must be received by 5pm on October 31 st to be considered responsive. Complete submissions include all required supporting

	documentation in addition to the application. Incomplete applications will not be considered.
Program Contact:	4biz@clackamas.us , (503) 742-4BIZ (4249)
Match Requirement:	100% or more; Match of 125% or more will receive extra points

Background

Clackamas County was allocated State lottery dollars for economic development and this Business Development Grant Program is an expression of that constitutional purpose for State lottery funds.

Eligibility

1. Location and Age.

Your business must have operations within Clackamas county or seek to relocate to or establish additional operations within Clackamas county. The business must be “established,” which means it is at least two years old, though it needn’t have been located in Clackamas county for two years if seeking to move existing operations into the county.

2. Traded Sector

Your business must be a *traded-sector business*, defined as *those Clackamas county businesses in sectors trading goods and services outside of Clackamas county and its surrounding environs or attracting revenue or investment from outside of the county (e.g. manufacturing, food processing, tourism, etc.).*

3. Project Types

Projects must be for business investment through capital purchase or for a workforce development project, as described in the *Application and Submission Information* section. No other project types will be considered.

4. Project Categories

In your application, you will be required to select from one of four project categories and to describe the need(s) of your business in relation to the category chosen in sufficient detail to allow the County to make an informed decision, as described in the *Application and Submission Information* section.

5. Match Requirements

You must provide proof of secured match of at least 100% of amount requested (maximum request: \$100,000). Match amounts above 125% will receive up to 5 extra points (out of 100 total).

Match may come from:

- Existing business cash
- A loan or investor commitment (with documentation)
- A separate, already awarded or potential grant which itself has a matching requirement, such as a federal award with a non-federal match requirement, etc.
 - A “potential grant” is a grant you have identified which you intend to apply for or already have applied for but not yet received.
 - If you are proposing another grant for your match requirement, make sure to describe with detail how the County’s grant will fund a specific sub-component of your larger, funded project. If your potential grant is not funded, the County may still fund your application as a stand-alone project if the County believes it will still contribute to economic growth.
- In-kind contributions. If you intend to repurpose an existing asset to maintain a line of business which would otherwise relocate outside of the County or if you will establish a new line of business to contribute to economic growth, the County may count this as fulfilment of your match requirement. You will need to provide fair market valuation with your application as proof of in-kind match.

General Requirements & Information

Secretary of State Registration. Your business must have an [active business registration with the Oregon Secretary of State](#). You will need your Oregon Secretary of State identification number to complete this application. This requirement includes business applicants looking to move operations or establish operations into Clackamas county from outside of Oregon.

Code compliance. You may be disqualified from this program if the County finds you are out of compliance with any applicable business codes or owe back taxes without an approved payment plan.

Participation Restrictions. You may only apply once per application cycle and may not apply to this grant program again if you have previously received an award funded with lottery dollars of any amount.

Trade secrets and your application. Since applications submitted under this NOFO are subject to public records requests, please clearly mark any included trade secrets as '(TRADE SECRET)' in your responses. All identified trade secrets will be redacted when responding to public records requests.

Only business applicants. Grants will be awarded to businesses, not individuals, so please apply with the official name of your business as registered with the Oregon Secretary of State.

Indirect costs. Indirect costs are not funded through these awards and should not be part of your budget request.

Debt(s). This grant may not be used to pay debts on already-implemented projects. This grant is intended for new projects only.

Application and Submission Information

To apply, complete the [official online application](#). Keep these instructions handy as a reference as you complete the application. Provide as much information as needed to thoroughly answer questions and convey information; however, please keep answers as clear concise as possible.

Your application will need to:

- A. Provide Basic Applicant Data. Provide the basic data requested on the application, including your EIN, Oregon Secretary of State ID, incorporation month and year, and your NAICS (industry) code. You will also be required to answer a question about any back taxes owed and whether a repayment plan is in place.
- B. Provide a Narrative Summary. Provide a summary of your project and the amount of your request. Please also provide an amount that could fund a modified or scaled down version of your project in the event the County must award less than the amount you requested, if a modified or scaled down version of the project is possible.
- C. Describe a Business Need. Provide a brief narrative describing the business need for grant funding. The narrative should address at least one of the following, and any others which are relevant:
 - a. Describe the circumstances creating the business need;
 - b. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
 - c. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
 - d. How the grant will specifically be used for the relocation of operations *to* Clackamas county, the prevention of business exodus *from* Clackamas county, or the expansion of operations *in* Clackamas county.
- D. Provide Timeline. Estimate the time required to fully implement your project, in months.
- E. Identify a Project Type, either a **workforce development** or **capital asset** project:
 - For **capital projects**, describe what will be purchased, the total cost of the capital project, how the project price estimate was determined, the impact of the capital outlay on operations, what will be accomplished, etc. *Capital project* requests may also include any fees, licenses, delivery costs, taxes, installation, utility hookups, etc. *directly associated* with the purchase to bring the capital project online operationally and these costs should be broken out in your budget. Capital project budgets should not include payroll costs of current employees.
 - For **workforce development projects**, describe the type and number of employees to be hired/retained, special training to be acquired, hiring incentives or retention plan to be deployed, or impact of the project on retention, etc., as applicable. Examples of workforce development projects include but are not limited to:

- The cost of training for employees to learn a new or updated technology, equipment or process, employer-specified or industry-specific skills;
- Train-the-trainer instruction to build the capacity of businesses;
- Training materials and supplies;
- Facility expenses directly related to and necessary for the training;
- Rental of tools and equipment critical to the project;
- Travel expense and per diem of instructor(s) at government-approved rates; and
- Instructor/trainer fees

Workforce budgets should not include payroll costs of current employees.

- F. Select a Project Category from one of the following. Choose the category that best fits your proposed project:
- Multi-site Development Assistance or Relocation to Clackamas County.** You seek to establish a new location in Clackamas county or relocate your existing business into Clackamas county and your business would benefit from additional support for capital infrastructure improvements or purchases.
 - Matching Funds Need.** Your business is already located in Clackamas county and is in need of matching funds for an existing local, state or federal grant(s) or for a grant which has been applied for or which will be applied for to leverage larger investments to support the expansion, workforce development, or overall health of your business.
 - Production Expansion and Capacity.** Your business is currently located in Clackamas county and needs financial support to relocate to a larger facility, expand existing facilities and/or production capacity through additional employees, employee technical training, automating equipment, or other capital investment efficiencies.
 - County Business Retention.** You are currently located in Clackamas county and request funds to assist with a capital project or workforce development project intended to retain operations in Clackamas county, to relocate to a larger facility within Clackamas county, or to otherwise expand facilities and/or production.
- G. Create a Project Budget. Download the [budget template](#) in PDF format. You will use the budget template to provide budget categories and amounts based on the project type you have selected. You will choose relevant line-item descriptions and put them into the space provided yourself. Your line-item budget should provide the type of cost, a brief description of the cost, a quantity (if relevant) and amount of each necessary project expense.

In the budget template, there is a *Grant Request* column to be used for all costs you want to be funded by this grant. The total of this column should agree with the grant amount you are requesting, up to \$100,000. Include only allowable costs as described in this NOFO in the *Grant Request* column.

In the *Match* column, include all direct costs you will incur funded by the sources you propose as match. If you have chosen a capital project, break out any direct costs required to bring the project online operationally, if these costs are included in your application

request amount or proposed as match. All direct costs associated with workforce development projects are also eligible in either column if you have chosen that project type.

Do not include payroll costs of current employees in either column.

When you have completed your budget(s), save and upload in the designated question on the application.

- H. Provide Proof of Match. You will be required to provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment in the application will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during term of the grant agreement. Depending on the source of match, proof may come in the form of:
- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
 - a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If the grant is yet to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
 - proof of availability of corporate cash, such as a savings account statement
 - proof of owner investment cash, etc.
- I. Describe the Business Impact(s) of Grant. You will be asked to provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally.
- J. Choose Expected Outcomes for the Project. All projects must have at least one or more defined expected outcomes which contribute to economic growth in Clackamas county. The outcomes you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide one or more expected project outcomes from the following, based on the project type you chose:
- For workforce development projects, **one or more**:
 - Must increase employee count by 10%;
 - Must demonstrate the capacity of the project to retain existing workers;
 - Must describe how the funding will be used to develop the technical expertise of the existing workforce through the addition of new skills or certifications or how the project will attract workers with necessary

technical skills to promote positive economic outcomes and/or increase the capacity of your business;

- If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)
- For capital investment projects, **one or more**:
 - For businesses seeking to expand offerings to enhance market share, describe the estimated expansion by type of service, by geographical reach, or by a percentage estimate of customer base expansion;
 - Must allow your business to maintain operations in Clackamas county for 2 years from the date of awarded funding (OR) for 1 full calendar year after the grant period of performance has closed, whichever is later;
 - Must allow your business to establish new operations in Clackamas county;
 - Must increase production efficiencies and you must estimate the increased efficiency as a percentage. (Note: you'll need to choose a metric that is measurable for monitoring purposes);
 - For manufacturing-based businesses, must clearly demonstrate production capacity expansion and provide a measurable estimate.
 - If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)

K. **Attestation.** You'll be required to sign the attestation on the application. Only a corporate officer who is authorized to legally bind the business may sign the attestation. Fraudulent applications will be referred to law enforcement.

Evaluation

Your application will be evaluated by a review committee comprised of Clackamas County staff, who will recommend projects to the Board of County Commissioners (BCC) for funding. **The BCC has sole authority to determine funded projects** and may choose to disregard the recommendations of County staff or alter department recommendations at will. Only applications considered responsive will be evaluated. "Responsive" applications are those which comply with the requirements in this NOFO. Late and/or incomplete applications or applications from non-traded sector businesses will not be considered.

Timeline. Applications will be reviewed November/December 2024 and recommendations for funding made to the BCC by January/February 2025. Awardees will be notified by email once the BCC has finalized their decisions.

After County staff have notified awardees, staff and awardees will negotiate a final scope of work for the project, including timelines for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final grant documents.

Non-discrimination

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Frequently Asked Questions (FAQ)

Clackamas County Office of Economic Development

Business Development Grant Program

1. What is the purpose of the county grant funding program?

The county grant funding program is designed to provide funding for capital, capacity or workforce development projects to various sized traded sector businesses looking to relocate, expand or retain their operations in Clackamas County.

2. Who is eligible to apply for a grant?

To be eligible to apply, a business must:

- Be a traded sector business – a business trading goods and services outside of Clackamas County and its surrounding regions
- Have been in existence for at least two years
- Provide proof of at least 100% match for their funding request

For full details on eligibility and requirements, refer to the [Notice of Funding Opportunity \(NOFO\)](#).

3. What types of projects or activities can be funded?

The applications must be for programs or services that will support economic development, and must:

- Increase production of locally-manufactured goods or delivery of locally-based services;
- Fund either a capital purchase or a workforce development project;
- Support business improvement, relocation, retention and/or expansion efforts, and
- Contribute to the Clackamas County's economic development.

Eligible business costs include only costs to carry out a project as determined in the application process

- Project shall meet the criteria of the grant program and be achievable
- Businesses may only apply once and may only receive one-time funding
- All funding agreements approved by the Board

For full details on project and application requirements, including Project Types and Project Categories refer to the [Notice of Funding Opportunity \(NOFO\)](#).

4. How do I apply for a grant?

To apply:

1. Review the grant guidelines and eligibility requirements outlined in the [Notice of Funding Opportunity \(NOFO\)](#) to ensure your business and project are eligible for funding.
2. Download the [application questions](#) and prepare your application (including gathering required documents) before submitting.
3. Submit your complete application via the [official web form](#) by 5pm on October 31, 2024, along with any required supporting documents. Late and incomplete applications will not be considered for funding. Application materials sent by post, email, or any means other than the official application web form will not be considered for funding.

For questions or general assistance, contact us at 503-742-4329 or at 4Biz@clacakamascounty.us

5. What is the application deadline?

Complete applications (including required documents) must be submitted via the official web form by 5pm on October 31, 2024.

It is highly recommended that you plan ahead and submit your application with enough time before the deadline to troubleshoot any technology, internet, and/or file issues – **late and/or incomplete applications will not be accepted for any reason.**

6. What is the timeline for this program?

Applications open on Monday, September 23, 2024 at 9:00 am Pacific Time.

Applications close at 5:00 pm Pacific Time on Thursday, October 31, 2024.

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

Funding agreements will be finalized in Spring 2025.

Funding will be deployed no later than June 30, 2025.

Program Period of Performance will begin at the execution of the grant funding agreement (Spring 2025) and run for approximately 6-18 months, depending on the unique project. Some projects may run longer.

7. How much funding can I apply for?

You may request up to \$100,000 of funding through this program.

You will be required to provide proof of at least 100% matching funds from another source in order for your funding request to be considered. Refer to NOFO (Section H) for more details on matching funds.

You will be required to provide both a primary project budget AND a scaled down project budget. In the event that the County must provide you with less funding than you requested in your primary project budget, your scaled down project budget will be used to evaluate your application.

8. How will grant applications be reviewed?

Eligible grant applications will be reviewed by a review committee comprised of Clackamas County staff. Eligible applications will be evaluated based on criteria such as:

- Alignment with program goals
- Project viability
- Potential for contribution to county economic growth
- Compliance with County codes and tax laws
- Overall project risk

After evaluating eligible applications, the Clackamas County staff review committee will recommend projects to the Board of County Commissioners (BCC) for final funding decisions. **The BCC has sole authority to determine funded projects.**

For more information on the evaluation criteria and process, refer to the [NOFO](#).

9. When will I be notified of the decision?

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

10. What happens next if my application is approved?

Awardees will be notified by email once the Board of County Commissioners (BCC) has finalized their funding decisions.

After County staff have notified awardees, staff and awardees will negotiate a Funding Agreement. The Funding Agreement is a contract between the County and the awardee, and includes elements such as a final scope of work for the project, timelines, and reporting requirements for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final funding agreements.

11. What are the reporting requirements for grant recipients?

Grant recipients will be required to submit progress reports and a final report at the end of the grant period. Supporting documentation to prove how the funds were used and the outcomes achieved will be required. Depending on the unique nature of the project, other requirements will be discussed and stated in the grant funding agreement.

Specific reporting requirements for each awardee will be outlined in the awardee grant funding agreement based on project type, project category, and the anticipated outcomes detailed in project applications.

13. Where can I find more information about the grant program?

The **Notice of Funding Opportunity (NOFO)** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://www.clackamas.us/procurement-process#opengrantopportunities>

The **list of application questions** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/c2427354-8d5f-42e0-9c09-35e0224b86e7>

The **application budget template** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/2eb7242d-08d7-4d30-ba9b-b8c19ded27f2>

The **official application web form** can be found at:

<https://apps.clackamas.us/businessdevelopmentgrants/>

For more information, visit our website or contact The Office of Economic Development directly at 503-742-4biz or 4Biz@clacakamascounty.us. We provide resources such as grant guidelines, application forms, and contact information for assistance.

14. Whom should I contact if I have more questions?

If you have additional questions or need further assistance, please contact us at 503-742-4biz or 4Biz@clacakamascounty.us. We are available to answer clarifying questions and/or resolve technical issues with the application form.

15. Can software count as a capital asset under the capital asset project type?

Yes, purchases of non-physical capital assets such as software can qualify under the capital asset project type.

Qualifying capital asset projects involve capital purchases that meet a business need by contributing to business expansion, projected growth strategies, etc. (as stated in **NOFO Section C**). Capital projects will need to meet at least one of the expected outcomes listed in **NOFO Section J**. You may also refer to **NOFO Section E** for a description of the information that capital project applicants will need to provide in their narrative summary and budget.

16. Is the matching funds commitment the same as a business collateral requirement?

No, matching funds are not the same as collateral. The 100% match commitment requires that an applicant contribute at least as many of their own dollars as they are requesting for the proposed project.

In rare cases, a business may repurpose an existing business asset for the proposed project as an ‘in-kind contribution.’ As stated in **NOFO Section 5**, this match option will only be considered in the event that repurposing the asset allows the applicant to maintain a line of business which would otherwise relocate outside of the County, OR if repurposing the asset will allow the applicant to establish a new line of business to contribute to economic growth. In either case, you will need to provide fair market valuation with your application as proof of in-kind match. The onus is on the applicant to clearly explain why the in-kind contribution meets these criteria.

For further clarity, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

17. Can I apply for a capital asset project if I am purchasing multiple pieces of equipment?

Yes, if you are purchasing multiple pieces of equipment for a specific project you may include costs related to that equipment in your grant request and/or project match. It is up to the applicant to clearly explain why each equipment purchase is related to the project, and ensure that the project narrative, expected outcomes, and budget all support this.

18. Can I include money I've already spent on a project in my match commitment?

No. Project budgets may only include expenses that have not yet been incurred, regardless of whether the expenses are attributed to the grant request or project match columns. If your application is for a phase or portion of a larger ongoing project, you *may* include information about the full project in your project narrative, expected outcomes, and other narrative sections of the application – in this case, it is still up to the applicant to describe the need and impact of the portion of the project that is reflected in the budget.

19. Can I include money in my match commitment that I *plan* to spend on a project before the funding agreements are finalized (estimated June 2025)?

Yes. You may include in your **project match commitment** money that you plan to spend on the described project, so long as that spending is clearly detailed in the project budget and timeline, and so long as the spending occurs after the grant application deadline on 10/31/24. You may not include in your **grant request** any money that will be spent before the funding agreements are finalized.

For more information on how to fill out your project budget, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

20. Can home-based businesses apply for funds to make property improvements or building expansions?

Property improvements and/or construction projects on privately owned residential properties (i.e. homes and properties which are zoned as residential) **do not** qualify for funding under this program.

21. Why isn't my application going through when I click 'Submit application'?

Before reaching out to County staff about an issue with the form, please do the following:

- Double-check that you have completed all required questions.
- Double-check that you have successfully uploaded all three required attachments (budget, scaled down budget, statement on match with proof of match) in PDF file format.
- Confirm that your question responses do not exceed 2,000 characters (including spaces). If any of your responses exceed 2,000 characters, the form will display an error message and will not submit.

To ensure that you do not lose your work in the event of a form error, please write your responses to the application questions in a separate, saved document prior to filling out the application form.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

Entity is a non-federal Recipient Entity is a contractor Not applicable

2. Administrative Requirements. RECIPIENT agrees to its status as a Recipient, and accepts among its duties and responsibilities the following:

a) **Financial Management.** RECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred. RECIPIENT will incur only allowable costs under this Agreement. A cost is allowable if it is reasonable and allocable, as described below:

1. Reasonable.

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

b. What is reasonable depends upon a variety of considerations and circumstances, including—

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;
- The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- Any significant deviations from the contractor's established practices.

2. Allocable. A cost is allocable if it is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or other equitable relationship. Subject to the foregoing, a cost is allocable to this Agreement if it—

- a. Is incurred specifically for the Project;
- b. Benefits both the Project outlined in this Agreement and other work, and can be distributed to them in reasonable proportion to the benefits received; or
- c. Is necessary to the overall operation of the business, although a direct relationship to any particular cost objective cannot be shown.

3. Net of Applicable Credits. The applicable portion of any rebate, allowance, or other credit relating to any allowable cost and received by or accruing to RECIPIENT shall be credited to Project funded by this Agreement either as a cost reduction or by cash refund to COUNTY.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles, international financial reporting standards, and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with

the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c) **Change in Ownership.** RECIPIENT is required to notify COUNTY, in writing, if RECIPIENT intends to sell its business to another entity or otherwise transfer ownership during the term of this Agreement.
- d) **Cost Principles.** RECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by COUNTY shall be the liability of the RECIPIENT.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** RECIPIENT is required to provide match in the amounts specified in Exhibit A.
- g) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit A. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Not provided on this award.
- i) **Payment.** RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit A.
- j) **Performance Reporting.** RECIPIENT shall comply with reporting requirements as specified in Exhibit A: RECIPIENT Scope of Work & Performance Reporting.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by RECIPIENT. RECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of this Agreement, no later than 90 calendar days after the end date of this Agreement.
- l) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct onsite or offsite visits and inspections of financial records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. COUNTY may also take photographs of funded items at its discretion during the visit. Depending on the outcomes of the monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- m) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

3. Default

- a) **Recipient's Default.** RECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. RECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by RECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by RECIPIENT is untrue in any material respect when made;
 - c. After thirty (30) days' written notice with an opportunity to cure, RECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d. A petition, proceeding, or case is filed by or against RECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law;
 - e. RECIPIENT fails to make sufficient progress on Project implementation as determined by COUNTY in its sole discretion.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of RECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding RECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by RECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring RECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Recipient's Remedies:** In the event COUNTY is in default, and whether or not RECIPIENT elects to terminate this Agreement, RECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against RECIPIENT. In no event will COUNTY be liable to RECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential, or special damages.

5. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** RECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, RECIPIENT may in writing request COUNTY to resolve the

conflict. RECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. RECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** RECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). RECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that RECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. RECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

6. **Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.







Funding Agreement - Allied Technologies International Inc - OED Business Development Grant

Final Audit Report

2025-01-28

Created:	2025-01-24
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-6jbys4Ezs4XTupU4i2b6crPZeLLpd4K

"Funding Agreement - Allied Technologies International Inc - OED Business Development Grant" History

-  Document created by Julia McCotter (JMcCotter@clackamas.us)
2025-01-24 - 1:18:48 AM GMT- IP address: 204.195.12.4
-  Document emailed to thomas@alliedti.com for signature
2025-01-24 - 1:28:17 AM GMT
-  Email viewed by thomas@alliedti.com
2025-01-28 - 8:22:19 PM GMT- IP address: 50.126.90.106
-  Signer thomas@alliedti.com entered name at signing as Thomas B Isaac
2025-01-28 - 10:09:54 PM GMT- IP address: 50.126.90.106
-  Document e-signed by Thomas B Isaac (thomas@alliedti.com)
Signature Date: 2025-01-28 - 10:09:56 PM GMT - Time Source: server- IP address: 50.126.90.106
-  Agreement completed.
2025-01-28 - 10:09:56 PM GMT

**CLACKAMAS COUNTY, OREGON
RECIPIENT GRANT FUNDING AGREEMENT**

Program Name: ***DTD/Office of Economic Development: Business Development Grant Program***
 Program Number: 600406

This Agreement is between **Clackamas County**, Oregon, acting by and through its
 DTD/Office of Economic Development (“COUNTY”),
 and **Photo Solutions, Inc.** (“RECIPIENT”), an Oregon For-Profit Entity.

Clackamas County Data

Grant Administrator:	Program Manager: <i>Julia McCotter</i>
Clackamas County – Office of Economic Development 150 Beaver creek Road Oregon City, OR 97045 (503)742-4238 4biz@clackamas.us	Clackamas County – Office of Economic Development 150 Beaver creek Road Oregon City, OR 97045 (503) 742-4399 JMcCotter@clackamas.us

Recipient Data

Finance/Fiscal Representative:	Owner:
Chris Curtis	Brad Curtis
State of Oregon Business Registry Number:	417902-88

RECITALS

COUNTY seeks to promote economic development by investment into capital, capacity or workforce development projects for traded-sector businesses operating in Clackamas County.

On April 17, 2024, the Clackamas County Board of Commissioners (“Board”) approved a Business Development Grant program with the goals of using Lottery dollars to support business and workforce development activities, retaining Clackamas County based operations and attracting businesses looking to relocate into Clackamas County.

On December 11, 2024, the Board approved the Business Development Grants, as recommended by the Review & Recommendation Committee, and instructed the Office of Economic Development to proceed with finalizing funding agreements with the approved Recipients.

The initial total investment in the Business Development Grant Program from the County’s restricted fund allocation of lottery dollars in the 2024-25 fiscal year is \$600,000. The maximum lottery dollar funding for each grant is \$100,000. Grants may be for lesser amounts and no single grant may exceed \$100,000.

RECIPIENT submitted an application for use of grant funds for a Workforce Development, Matching Funds Need project as set forth in Exhibit B. The County has agreed to award RECIPIENT a portion of the requested grant funds to perform the project described in Exhibit A.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **December 11, 2024** and expiring **December 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Project.** The Project is described in Exhibit A, Scope of Work, attached hereto and incorporated by this reference herein. RECIPIENT agrees to carry out the Project in accordance with the terms and conditions of this Agreement and according to RECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** RECIPIENT shall perform all Project-associated activities in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall perform all activities according to required information in the attached Exhibits, which are attached to and made a part of this Agreement by this reference. RECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Such terms and conditions include, but are not limited to, the limitations set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540, for use of State lottery fund dollars, which are the primary source of funds under this Agreement. RECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or County funding requirements.
4. **Grant Funds.** County agrees to grant RECIPIENT a one-time lump sum not to exceed twenty thousand dollars (\$20,000.00). The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. RECIPIENT shall use the funds awarded under this grant solely for the purposes set forth in Exhibit A, attached hereto and incorporated herein.

Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if; award conditions are not met or sooner if; RECIPIENT is in default under this Agreement according to the terms in Exhibit A. Full or partial reimbursement may be required to the County if Recipient fails to deliver on project as identified in Exhibit A.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed or costs incurred before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:

Photo Solutions, Inc.

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.
- b. Upon RECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure ;
- c. At any time upon mutual agreement by COUNTY and RECIPIENT.
- d. Immediately upon written notice provided to RECIPIENT that COUNTY has determined funds are no longer available for this purpose.
- e. Immediately upon written notice provided to RECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall be returned to the COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release RECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, RECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by RECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein.
10. **No Duplicate Payment.** RECIPIENT must use other funds in addition to the grant funds to complete the Project; provided, however, RECIPIENT may not credit or pay any grant funds for Project costs that are paid for with other funds and would result in duplicate funding.
11. **Non-supplanting.** RECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for Project-associated activities and/or items under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) RECIPIENT's negligent or willful acts or those of its employees, agents, or those under RECIPIENT's control; or (2) RECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that RECIPIENT used funds for an ineligible purpose. RECIPIENT is responsible for the actions of its own agents and

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employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section..
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Photo Solutions, Inc.

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

Page 5 of 7

- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

13. **Insurance.** RECIPIENT shall secure at its own expense and keep in effect during the term of the performance under this Agreement the insurance required, and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of RECIPIENT under this Agreement. RECIPIENT shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Office of Economic Development, 150 Beaver Creek Road, Suite 334, Oregon City, OR 97045 or emailed to the Economic Development Manager.

<input checked="" type="checkbox"/> Required - Workers Compensation: RECIPIENT shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

14. **Agreement Documents.**

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: RECIPIENT Approved Scope of Work: Project Description, Budget, Performance Outcomes and Reporting
- Exhibit B: RECIPIENT Original application, budget and required submission documents
- Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's
- Exhibit D: General Administrative Requirements and Terms & Conditions

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit A
- Exhibit B

Photo Solutions, Inc.

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

Page **6** of **7**

- Exhibit C

(Signature Page Follows)

Photo Solutions, Inc.

Local Recipient Grant Agreement – Business Development Grant Program FY24/25

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SIGNATURE PAGE TO RECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Photo Solutions, Inc.

Chris Curtis

Chris Curtis (Jan 23, 2025 10:02 PST)

By: _____

By: **Chris Curtis**

Its: _____

Its: Director of Operations

Dated: _____

Dated: **01/23/2025**

Approved to Form

By: Amanda Wells
County Counsel

Dated: 2/12/2025

ATTACHMENTS to be included:

- Exhibit A: Scope of Work
- Exhibit B: Original application packet
- Exhibit C: Original County Notice of Funding Opportunity (NOFO) and related FAQ's
- Exhibit D: General Administrative Requirements and Terms & Conditions

EXHIBIT A – SCOPE OF WORK

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

Grant Award Information

BUSINESS RECIPIENT:

Photo Solutions, Inc.

9025 SW Hillman Ct, Suite 3120, Wilsonville, OR 97070

GRANT AWARD AMOUNT:

\$20,000

COUNTY Use of Funds

The source of funds under this Agreement are Lottery dollars budgeted in Clackamas County’s Office of Economic Development FY 2024-25 adopted Budget. The Funds are proceeds from the Oregon State lottery and as such, are subject to the limitations of use set forth in the Oregon Constitution, Article XV, Section 4, and ORS 461.540. Use of funds is restricted to the following:

- (a) Creating jobs
- (b) Furthering economic development in Oregon
- (c) Financing public education

RECIPIENT Use of Funds

Grant funds may be used for the following eligible purposes:

Project Scope

Photo Solutions, Inc. is awarded a grant in the amount of \$20,000 to support a Workforce Development, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 9025 SW Hillman Ct, Wilsonville, OR. Grant funds will support the hiring of 3 full-time workers at an approximate wage of \$20/hr. The goal of this project is to support increased production capacity and efficiency through additional labor and key infrastructure upgrades.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Modular Film Camera System	1	Each	\$28,000	\$28,000	\$10,000	\$18,000

New Hires (3 new hires \$20/hr, payroll expense)	3	Hourly	\$9,600	\$28,800	\$10,000	\$18,800
TOTALS:				\$56,800	\$20,000	\$36,800

Use of county granted funds is restricted to the expenditures specified in the above budget, as recorded in the “Grant Funds” column. Grant funds may only be used for eligible expenses incurred after December 11, 2024. Grant funds may not be used for reimbursement of any expenses incurred prior to December 11, 2024. Grant funds may not be used for the repayment of any debts, interest, or associated fees.

RECIPIENT agrees to spend its own matching funds specified as in the above budget in the “Match Funds” column. Grant funds and match funds may not be assigned to costs in a duplicative manner as outlined in Funding Agreement Section 10.

Request for Funding

Upon full signature of the Funding Agreement, RECIPIENT must submit all paperwork required by County to be paid as a vendor, and remit an invoice for full payment of the grant award.

Reporting

In addition to the required financial reporting and site visit(s) detailed in the Funding Agreement, RECIPIENT shall provide at minimum; one progress report and two outcomes reports. These reports shall include, at minimum, the following information:

Progress Report

- Description of grant and match funds spent
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs
- Verification of new hire(s), hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation
- Year-to-date Profit & Loss statement
- Current FTE count

Year 1 Outcomes Report

- Description of grant and match funds spent since submission of Progress Report (if applicable)
- Receipts and/or invoices for all grant and match funds spent on non-employee project costs, including purchases of capital, supplies, equipment, contracted services, and/or other eligible project costs since submission of Progress Report (if applicable)
- Verification of new hire(s) made, hire date(s), and wages in the form of a payroll report and any necessary supplemental documentation since submission of Progress Report (if applicable)
- Impact statement
- Current FTE count
- Lowest and average employee wage
- Jobs added since last report, wages of added jobs
- Year-to-date revenue, year-over-year revenue change
- Units produced, YoY change in units produced
- Production efficiency change
- Production waste change
- Additional product offerings

Year 2 Outcomes Report

- All information included in Year 1 Outcomes Report, updated for the reporting period
- Final year-end Profit & Loss statements for FY 2025 and FY 2026

These reports are due to the Clackamas County Office of Economic Development on the following schedule:

September 25, 2025 – Progress Report Due

Reporting period: *Date of agreement signature – September 18, 2025*

April 30, 2026 – Year 1 Outcomes Report Due

Reporting period: *Date of agreement signature – March 31, 2026*

April 30, 2027 – Year 2 Outcomes Report Due

Reporting period: *April 1, 2026 – March 31, 2027*

Recipients may also be asked to provide supplemental narrative information on project activities and outcomes for use in public reports and marketing initiatives.

Reports shall be submitted to the following address:

Julia McCotter
Management Analyst 2, Office of Economic Development Clackamas County
150 Beavercreek Road Oregon City, OR 97045
jmccotter@clackamas.us | (503) 742-4399



Business Development Grants Application

Applicant Information

Email

ccurtis@photo-solutions.com

Full legal name of your business

Photo Solutions, Inc

Business Website

www.photo-solutions.com

Business DBA, if applicable

Photo Solutions, Inc

Employer Identification Number (EIN)

Enter SSN instead if you use that number as your tax ID

Oregon Secretary of State ID Number

931152865

Incorporation date

1989-10-01

Corporate structure

Corporation (s-corp)

North American Industry Classification System (NAICS) code

334519

Industry name

Encoder

Full name of the business owner

Brad Curtis

Name of applicant contact, if different from owner name

Christopher Curtis

Name of applicant contact title, if different from "owner"

Director of Operations

Business primary operations street address (current)

9025 SW Hillman Court

Business primary operations city (current)

WILSONVILLE

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97070

Applicant contact phone number

5038075856

Project Information

1. Narrative summary of your project

Provide a summary of your project and the amount of your request (2000 character max). Describe what you want to do with your grant, providing any project details you feel are relevant for the scoring committee to consider.

Photo Solutions is seeking funding to support key infrastructure upgrades and workforce expansion. Our company specializes in the production of precision optical encoder discs, scales, and reticles, serving a diverse range of industries, including advanced manufacturing and microfluidics. In order to remain competitive and continue providing high-quality products, we require funding for essential equipment upgrades, technology investments, and new employee onboarding. These improvements will enhance our production capabilities and support ongoing innovation with new customer projects.

2. Project Type

Workforce development project

3. Project Category

Choose ONE of the categories below. Choose the category that best fits your proposed project. See Section F of the NOFO for definitions of the categories.

Matching Funds Need

4. Describe a Business Need

Provide a brief narrative describing the business need for grant funding (2000 character maximum) to assist with the project type and category you have chosen. The narrative should address at least one of the following, and any others which are relevant:

1. Describe the circumstances creating the business need;
2. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
3. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
4. If relevant to your chosen project, how the grant will specifically be used for the relocation of operations to Clackamas county, the prevention of business exodus from Clackamas county, or the expansion of operations in Clackamas county.

Camera System Replacement: Our current camera system, which plays a crucial role in product quality assurance, is outdated and no longer meets our production needs.

Upgrading to a modern camera system will significantly improve our ability to detect and rectify errors, leading to higher precision in our output and reducing waste.

Humidifying System for Laser Machine: We are in the process of developing microfluidic devices for a new customer, a rapidly growing area of our business. One of our laser machines requires a dedicated humidifying system to maintain the precise environmental conditions necessary for the production of these devices. This upgrade will ensure consistent product quality and enable us to meet the stringent requirements of our customer's development processes.

Workforce Expansion: As we continue to grow and innovate, we also plan to expand our team. We are seeking funding to support the recruitment and onboarding of new employees. These new hires will be essential to scaling our production capabilities, particularly as we expand our capacity to meet increasing customer demand. Additional team members will allow us to run multiple shifts, further increasing output and reducing lead times for customers.

5. Describe the Business Impact(s) of the Grant

Provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or

develop a competitive advantage, and even how any benefits might accrue to the county more generally. 2000 character max

By investing in updated technology and expanding our workforce, we will strengthen our position as a leading manufacturer in the optical and microfluidics sectors. The requested funding will ensure that we can continue to meet customer expectations, support new product development, and contribute to the local economy by creating new jobs.

6. Choose Expected Outcomes for the Project

All projects must have **at least one** defined expected outcomes which contribute to economic growth in Clackamas county. The outcome(s) you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide **one or more** expected project outcomes based on your project **type** (workforce development or capital asset) and related to your chosen project **category**. Please see Section J of the NOFO to assist with choosing outcome(s) appropriate to your project. The outcome(s) should be numbered (1, 2, 3...), well defined, and easily measured/documented. If awarded, the County reserves the right to add any other defined outcomes it deems necessary to measure the success of the project.

Increased Production Efficiency and Quality: Upgrading the camera system will improve quality control and reduce errors in production, leading to higher-quality output, fewer defects, and reduced material waste. **Enhanced Product Development Capabilities:** The addition of a humidifying system for the laser machine will enable the precise environmental control necessary for the development of advanced microfluidic devices. This will help meet the requirements of new customers and open up potential for growth in this cutting-edge field. **Expanded Workforce and Capacity:** With the funding for new hires, Photo Solutions will be able to increase production capacity by running multiple shifts. This will not only lead to higher output but also reduce lead times, allowing us to serve more customers efficiently. **Greater Innovation and Competitiveness:** These investments in technology and workforce will position Photo Solutions to be more competitive in both existing and new markets, driving innovation and attracting additional business opportunities. **Economic Impact on the Local Community:** By creating new jobs and increasing production output, Photo Solutions will contribute to the local economy, offering new employment opportunities and supporting the county's industrial growth. These outcomes will collectively strengthen Photo Solutions' operational foundation, enabling sustained growth and the ability to meet the evolving needs of customers in advanced manufacturing sectors.

7. Project Timeline

Choose a timeline for your project. To choose a timeline, tell us how many months you expect it will

take to fully implement your project and collect the data to verify your chosen outcome(s) from the previous section.

We plan to complete the project by Q2 of 2025.

8. Project Budget

Please download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your budget.

Attachment

9. Project Budget - Scaled Down

In the event the County must provide you with less than you requested, please provide a scaled down project budget. Download the budget template from the link in the NOFO (Section G), complete it according to the NOFO instructions, then save and upload the file here. Do not include payroll costs of current employees in your scaled down budget.

Attachment

10. Narrative summary of a scaled down project

In the event the County must provide you with less than you requested, please provide a scaled down project narrative (2000 character max). Describe what you want to do in the scaled down project, and how it will still enable economic growth for your business, and how much match (in \$) you will contribute.

Camera System Upgrade: Our current camera system, which is integral to ensuring product quality and precision, has become outdated. Replacing it with a modern system will enable us to improve quality control, reduce errors, and ensure we maintain high standards in our manufacturing process. This upgrade is essential for continuing to deliver high-precision products to our customers. Workforce Expansion: We are also requesting funding to support the hiring of three new employees. As customer demand increases, expanding our team will allow us to scale production, reduce lead times, and ensure we can meet the needs of our growing customer base. Conclusion: By investing in a new camera system and adding three new employees, Photo Solutions will improve operational efficiency, enhance product quality, and increase production capacity, contributing to the growth of both our company and the local economy.

11. Project Match Commitment

Provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment will become your legal commitment in the grant agreement, if awarded, and,

as a part of grant monitoring, the County will verify the use of this match on the project during the term of the grant agreement. Depending on the source of match, proof may come in the form of:

- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
- a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
- proof of availability of corporate cash, such as a savings account statement
- proof of owner investment cash, etc.

In a separate file, write a Statement On Match Commitment explaining the amount and source of match from any of the above examples or another source you have chosen. Collect any documents you determine show proof of the availability of the match. Combine these documents into **ONE** PDF file and upload here. Note: just as with the budget, **do not include payroll costs for current employees as part of your match commitment.**

Attachment

Finalize your application

Attestation

By signing this application, I affirm:

- I am legally authorized to bind the applicant business; and
- The information provided in this application, and any supporting documents provided (if applicable), are true and complete to the best of my knowledge; and
- I understand I may be contacted by CCOED staff to provide additional information or documentation which CCOED, in its sole discretion, may require to complete my application and/or establish my eligibility; and
- I do not owe back taxes to any governmental agency or, if back taxes are owed, a written agency payment plan is in place; and
- I understand any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to law enforcement referral for further investigation or result in the disqualification of my application as unresponsive.

I understand my application may be denied if it's determined that there are current code violations, or that I have received warnings to rectify code violations that are deemed hazardous or unsafe to my business, its employees or the community.

- I understand I may be required to refund or reimburse all or part of the grant proceeds not used for their intended purposes, as stated in the Application, Scope of Work and/or Funding Agreement.

Yes

Name of Attesting Corporate Officer

Christopher Curtis

Applicant Business Name:

Instructions

Use this template to create two separate documents:

1. a primary (full) budget, and
2. a separate scaled down budget,

as per the NOFO instructions.

All applications must include both budgets for full consideration. Both the full budget and scaled down budget have dedicated upload questions in the application, so save and upload them separately. Budget documents must be uploaded to the application in PDF format.

Check one:

<input type="checkbox"/>	Full Budget	<input checked="" type="checkbox"/>	Scaled Down Budget
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Line Item Description for Direct Costs	Quantity	Cost Basis, e.g. each, unit, flat, hourly, miles, etc.	Rate or Unit Price	Grant Request	Match
Modular Film Camera System	1	Each	\$28,000.00	\$14,000.00	\$14,000.00
New Hires (3 new hires \$20/hr Q1 payroll expense)	3	Hourly	\$28,800.00	\$14,400.00	\$14,400.00
TOTALS:			\$28,400.00	\$28,400.00	

NOTICE ON FINANCIAL DOCUMENTATION

Clackamas County Office of Economic Development
Business Development Grant Program FY 2024-25

As part of the application process, grant applicants were asked to submit information to prove their ability to meet the 100% matching funds requirement. This documentation was carefully reviewed and considered by the grant application Review & Recommendation Committee as part of the application evaluation process.

Due to the confidential nature of the financial information grant applicants were asked to submit, match documentation is not included in this public packet. Full applications, including all financial documentation, are held as records in the Clackamas County Office of Economic Development.

Notice of Funding Opportunity (NOFO)

Clackamas County Office of Economic Development

Business Development Grant Program

Program Description

Traded sector businesses—those competing in markets beyond the local area—are invited to apply for funding designated to help them grow!

In April 2024, the Clackamas County Board of Commissioners approved the Business Development Grant Program with the goals of supporting traded-sector business activity (e.g. expansion of operations, efficiencies, technological advancements, etc.), retaining Clackamas county-based operations for existing businesses, and/or attracting new businesses to relocate operations to Clackamas county. Funding will be provided for either capital investments or workforce development projects and must be matched 100% or more by the awardee.

Award Information

Funding Source:	State lottery dollars
Funding Amount:	Individual Award Maximum \$100,000 (awards may be less); \$600,000 total funding this cycle available
Grant Period of Performance:	Approximately 6-18 months from agreement execution (execution estimated Spring 2025), depending on project. Some projects may be longer.
Reporting Requirements:	Reporting requirements will vary significantly by project type and will be negotiated with each awardee prior to agreement execution. Reporting will be sufficient to ensure awarded amounts are expended on eligible costs and that the project, as described in the agreement, has been sufficiently completed.
Submission Method:	Complete and submit application electronically via the official web form . Paper applications will not be accepted.
Application Open Period:	September 23, 2024 at 9am Pacific Time - October 31, 2024 at 5pm Pacific Time. Complete submissions, including all required documents, must be received by 5pm on October 31 st to be considered responsive. Complete submissions include all required supporting

	documentation in addition to the application. Incomplete applications will not be considered.
Program Contact:	4biz@clackamas.us , (503) 742-4BIZ (4249)
Match Requirement:	100% or more; Match of 125% or more will receive extra points

Background

Clackamas County was allocated State lottery dollars for economic development and this Business Development Grant Program is an expression of that constitutional purpose for State lottery funds.

Eligibility

1. Location and Age.

Your business must have operations within Clackamas county or seek to relocate to or establish additional operations within Clackamas county. The business must be “established,” which means it is at least two years old, though it needn’t have been located in Clackamas county for two years if seeking to move existing operations into the county.

2. Traded Sector

Your business must be a *traded-sector business*, defined as *those Clackamas county businesses in sectors trading goods and services outside of Clackamas county and its surrounding environs or attracting revenue or investment from outside of the county (e.g. manufacturing, food processing, tourism, etc.).*

3. Project Types

Projects must be for business investment through capital purchase or for a workforce development project, as described in the *Application and Submission Information* section. No other project types will be considered.

4. Project Categories

In your application, you will be required to select from one of four project categories and to describe the need(s) of your business in relation to the category chosen in sufficient detail to allow the County to make an informed decision, as described in the *Application and Submission Information* section.

5. Match Requirements

You must provide proof of secured match of at least 100% of amount requested (maximum request: \$100,000). Match amounts above 125% will receive up to 5 extra points (out of 100 total).

Match may come from:

- Existing business cash
- A loan or investor commitment (with documentation)
- A separate, already awarded or potential grant which itself has a matching requirement, such as a federal award with a non-federal match requirement, etc.
 - A “potential grant” is a grant you have identified which you intend to apply for or already have applied for but not yet received.
 - If you are proposing another grant for your match requirement, make sure to describe with detail how the County’s grant will fund a specific sub-component of your larger, funded project. If your potential grant is not funded, the County may still fund your application as a stand-alone project if the County believes it will still contribute to economic growth.
- In-kind contributions. If you intend to repurpose an existing asset to maintain a line of business which would otherwise relocate outside of the County or if you will establish a new line of business to contribute to economic growth, the County may count this as fulfilment of your match requirement. You will need to provide fair market valuation with your application as proof of in-kind match.

General Requirements & Information

Secretary of State Registration. Your business must have an [active business registration with the Oregon Secretary of State](#). You will need your Oregon Secretary of State identification number to complete this application. This requirement includes business applicants looking to move operations or establish operations into Clackamas county from outside of Oregon.

Code compliance. You may be disqualified from this program if the County finds you are out of compliance with any applicable business codes or owe back taxes without an approved payment plan.

Participation Restrictions. You may only apply once per application cycle and may not apply to this grant program again if you have previously received an award funded with lottery dollars of any amount.

Trade secrets and your application. Since applications submitted under this NOFO are subject to public records requests, please clearly mark any included trade secrets as '(TRADE SECRET)' in your responses. All identified trade secrets will be redacted when responding to public records requests.

Only business applicants. Grants will be awarded to businesses, not individuals, so please apply with the official name of your business as registered with the Oregon Secretary of State.

Indirect costs. Indirect costs are not funded through these awards and should not be part of your budget request.

Debt(s). This grant may not be used to pay debts on already-implemented projects. This grant is intended for new projects only.

Application and Submission Information

To apply, complete the [official online application](#). Keep these instructions handy as a reference as you complete the application. Provide as much information as needed to thoroughly answer questions and convey information; however, please keep answers as clear concise as possible.

Your application will need to:

- A. Provide Basic Applicant Data. Provide the basic data requested on the application, including your EIN, Oregon Secretary of State ID, incorporation month and year, and your NAICS (industry) code. You will also be required to answer a question about any back taxes owed and whether a repayment plan is in place.
- B. Provide a Narrative Summary. Provide a summary of your project and the amount of your request. Please also provide an amount that could fund a modified or scaled down version of your project in the event the County must award less than the amount you requested, if a modified or scaled down version of the project is possible.
- C. Describe a Business Need. Provide a brief narrative describing the business need for grant funding. The narrative should address at least one of the following, and any others which are relevant:
 - a. Describe the circumstances creating the business need;
 - b. For capital purchases, how the grant will contribute to business expansion or projected growth strategies, etc.;
 - c. For workforce development projects, a description of the workforce need and how the need is inhibiting the revenue growth or production capacity of the company;
 - d. How the grant will specifically be used for the relocation of operations *to* Clackamas county, the prevention of business exodus *from* Clackamas county, or the expansion of operations *in* Clackamas county.
- D. Provide Timeline. Estimate the time required to fully implement your project, in months.
- E. Identify a Project Type, either a **workforce development** or **capital asset** project:
 - For **capital projects**, describe what will be purchased, the total cost of the capital project, how the project price estimate was determined, the impact of the capital outlay on operations, what will be accomplished, etc. *Capital project* requests may also include any fees, licenses, delivery costs, taxes, installation, utility hookups, etc. *directly associated* with the purchase to bring the capital project online operationally and these costs should be broken out in your budget. Capital project budgets should not include payroll costs of current employees.
 - For **workforce development projects**, describe the type and number of employees to be hired/retained, special training to be acquired, hiring incentives or retention plan to be deployed, or impact of the project on retention, etc., as applicable. Examples of workforce development projects include but are not limited to:

- The cost of training for employees to learn a new or updated technology, equipment or process, employer-specified or industry-specific skills;
- Train-the-trainer instruction to build the capacity of businesses;
- Training materials and supplies;
- Facility expenses directly related to and necessary for the training;
- Rental of tools and equipment critical to the project;
- Travel expense and per diem of instructor(s) at government-approved rates; and
- Instructor/trainer fees

Workforce budgets should not include payroll costs of current employees.

- F. Select a Project Category from one of the following. Choose the category that best fits your proposed project:
- Multi-site Development Assistance or Relocation to Clackamas County.** You seek to establish a new location in Clackamas county or relocate your existing business into Clackamas county and your business would benefit from additional support for capital infrastructure improvements or purchases.
 - Matching Funds Need.** Your business is already located in Clackamas county and is in need of matching funds for an existing local, state or federal grant(s) or for a grant which has been applied for or which will be applied for to leverage larger investments to support the expansion, workforce development, or overall health of your business.
 - Production Expansion and Capacity.** Your business is currently located in Clackamas county and needs financial support to relocate to a larger facility, expand existing facilities and/or production capacity through additional employees, employee technical training, automating equipment, or other capital investment efficiencies.
 - County Business Retention.** You are currently located in Clackamas county and request funds to assist with a capital project or workforce development project intended to retain operations in Clackamas county, to relocate to a larger facility within Clackamas county, or to otherwise expand facilities and/or production.
- G. Create a Project Budget. Download the [budget template](#) in PDF format. You will use the budget template to provide budget categories and amounts based on the project type you have selected. You will choose relevant line-item descriptions and put them into the space provided yourself. Your line-item budget should provide the type of cost, a brief description of the cost, a quantity (if relevant) and amount of each necessary project expense.

In the budget template, there is a *Grant Request* column to be used for all costs you want to be funded by this grant. The total of this column should agree with the grant amount you are requesting, up to \$100,000. Include only allowable costs as described in this NOFO in the *Grant Request* column.

In the *Match* column, include all direct costs you will incur funded by the sources you propose as match. If you have chosen a capital project, break out any direct costs required to bring the project online operationally, if these costs are included in your application

request amount or proposed as match. All direct costs associated with workforce development projects are also eligible in either column if you have chosen that project type.

Do not include payroll costs of current employees in either column.

When you have completed your budget(s), save and upload in the designated question on the application.

- H. Provide Proof of Match. You will be required to provide proof of your match source in the amount of at least 100% of your grant request. Match amounts above 125% of the grant request will receive extra points during the scoring phase. Your match commitment in the application will become your legal commitment in the grant agreement, if awarded, and, as a part of grant monitoring, the County will verify the use of this match on the project during term of the grant agreement. Depending on the source of match, proof may come in the form of:
- a bank or investor letter of commitment or preapproval or proof of a line of credit equal to the required funding match
 - a grant award notice from a funding agency or specific identification of a grant to be applied for or already applied for. If applied for but not already awarded, please provide your submitted application as an attachment. If the grant is yet to be applied for, you should provide the specific website from the funding agency which provides information on the funding opportunity, including how and when to apply.
 - proof of availability of corporate cash, such as a savings account statement
 - proof of owner investment cash, etc.
- I. Describe the Business Impact(s) of Grant. You will be asked to provide a statement on your estimate of the expected impacts of the grant on your business, if awarded, and how the grant will contribute to the growth of your business, increase market share or develop a competitive advantage, and even how any benefits might accrue to the county more generally.
- J. Choose Expected Outcomes for the Project. All projects must have at least one or more defined expected outcomes which contribute to economic growth in Clackamas county. The outcomes you define in this section may become the performance measures in your grant, if awarded. In narrative form, you will provide one or more expected project outcomes from the following, based on the project type you chose:
- For workforce development projects, **one or more**:
 - Must increase employee count by 10%;
 - Must demonstrate the capacity of the project to retain existing workers;
 - Must describe how the funding will be used to develop the technical expertise of the existing workforce through the addition of new skills or certifications or how the project will attract workers with necessary

technical skills to promote positive economic outcomes and/or increase the capacity of your business;

- If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)
- For capital investment projects, **one or more**:
 - For businesses seeking to expand offerings to enhance market share, describe the estimated expansion by type of service, by geographical reach, or by a percentage estimate of customer base expansion;
 - Must allow your business to maintain operations in Clackamas county for 2 years from the date of awarded funding (OR) for 1 full calendar year after the grant period of performance has closed, whichever is later;
 - Must allow your business to establish new operations in Clackamas county;
 - Must increase production efficiencies and you must estimate the increased efficiency as a percentage. (Note: you'll need to choose a metric that is measurable for monitoring purposes);
 - For manufacturing-based businesses, must clearly demonstrate production capacity expansion and provide a measurable estimate.
 - If applicable, describe how this grant will be used as match on an existing or potential business development grant or grants the applicant has or will obtain through other means. (If you are awarded another grant, the County's grant will derive its measurable outcomes from that separate matching grant.)

K. **Attestation.** You'll be required to sign the attestation on the application. Only a corporate officer who is authorized to legally bind the business may sign the attestation. Fraudulent applications will be referred to law enforcement.

Evaluation

Your application will be evaluated by a review committee comprised of Clackamas County staff, who will recommend projects to the Board of County Commissioners (BCC) for funding. **The BCC has sole authority to determine funded projects** and may choose to disregard the recommendations of County staff or alter department recommendations at will. Only applications considered responsive will be evaluated. "Responsive" applications are those which comply with the requirements in this NOFO. Late and/or incomplete applications or applications from non-traded sector businesses will not be considered.

Timeline. Applications will be reviewed November/December 2024 and recommendations for funding made to the BCC by January/February 2025. Awardees will be notified by email once the BCC has finalized their decisions.

After County staff have notified awardees, staff and awardees will negotiate a final scope of work for the project, including timelines for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final grant documents.

Non-discrimination

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Frequently Asked Questions (FAQ)

Clackamas County Office of Economic Development

Business Development Grant Program

1. What is the purpose of the county grant funding program?

The county grant funding program is designed to provide funding for capital, capacity or workforce development projects to various sized traded sector businesses looking to relocate, expand or retain their operations in Clackamas County.

2. Who is eligible to apply for a grant?

To be eligible to apply, a business must:

- Be a traded sector business – a business trading goods and services outside of Clackamas County and its surrounding regions
- Have been in existence for at least two years
- Provide proof of at least 100% match for their funding request

For full details on eligibility and requirements, refer to the [Notice of Funding Opportunity \(NOFO\)](#).

3. What types of projects or activities can be funded?

The applications must be for programs or services that will support economic development, and must:

- Increase production of locally-manufactured goods or delivery of locally-based services;
- Fund either a capital purchase or a workforce development project;
- Support business improvement, relocation, retention and/or expansion efforts, and
- Contribute to the Clackamas County's economic development.

Eligible business costs include only costs to carry out a project as determined in the application process

- Project shall meet the criteria of the grant program and be achievable
- Businesses may only apply once and may only receive one-time funding
- All funding agreements approved by the Board

For full details on project and application requirements, including Project Types and Project Categories refer to the [Notice of Funding Opportunity \(NOFO\)](#).

4. How do I apply for a grant?

To apply:

1. Review the grant guidelines and eligibility requirements outlined in the [Notice of Funding Opportunity \(NOFO\)](#) to ensure your business and project are eligible for funding.
2. Download the [application questions](#) and prepare your application (including gathering required documents) before submitting.
3. Submit your complete application via the [official web form](#) by 5pm on October 31, 2024, along with any required supporting documents. Late and incomplete applications will not be considered for funding. Application materials sent by post, email, or any means other than the official application web form will not be considered for funding.

For questions or general assistance, contact us at 503-742-4329 or at 4Biz@clacakamascounty.us

5. What is the application deadline?

Complete applications (including required documents) must be submitted via the official web form by 5pm on October 31, 2024.

It is highly recommended that you plan ahead and submit your application with enough time before the deadline to troubleshoot any technology, internet, and/or file issues – **late and/or incomplete applications will not be accepted for any reason.**

6. What is the timeline for this program?

Applications open on Monday, September 23, 2024 at 9:00 am Pacific Time.

Applications close at 5:00 pm Pacific Time on Thursday, October 31, 2024.

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

Funding agreements will be finalized in Spring 2025.

Funding will be deployed no later than June 30, 2025.

Program Period of Performance will begin at the execution of the grant funding agreement (Spring 2025) and run for approximately 6-18 months, depending on the unique project. Some projects may run longer.

7. How much funding can I apply for?

You may request up to \$100,000 of funding through this program.

You will be required to provide proof of at least 100% matching funds from another source in order for your funding request to be considered. Refer to NOFO (Section H) for more details on matching funds.

You will be required to provide both a primary project budget AND a scaled down project budget. In the event that the County must provide you with less funding than you requested in your primary project budget, your scaled down project budget will be used to evaluate your application.

8. How will grant applications be reviewed?

Eligible grant applications will be reviewed by a review committee comprised of Clackamas County staff. Eligible applications will be evaluated based on criteria such as:

- Alignment with program goals
- Project viability
- Potential for contribution to county economic growth
- Compliance with County codes and tax laws
- Overall project risk

After evaluating eligible applications, the Clackamas County staff review committee will recommend projects to the Board of County Commissioners (BCC) for final funding decisions. **The BCC has sole authority to determine funded projects.**

For more information on the evaluation criteria and process, refer to the [NOFO](#).

9. When will I be notified of the decision?

Final award decisions are subject to the schedule of the Board of County Commissioners, and are anticipated to be announced by February 2025.

10. What happens next if my application is approved?

Awardees will be notified by email once the Board of County Commissioners (BCC) has finalized their funding decisions.

After County staff have notified awardees, staff and awardees will negotiate a Funding Agreement. The Funding Agreement is a contract between the County and the awardee, and includes elements such as a final scope of work for the project, timelines, and reporting requirements for the grant period specific to each project. County Finance, County Counsel, and the BCC will approve final funding agreements.

11. What are the reporting requirements for grant recipients?

Grant recipients will be required to submit progress reports and a final report at the end of the grant period. Supporting documentation to prove how the funds were used and the outcomes achieved will be required. Depending on the unique nature of the project, other requirements will be discussed and stated in the grant funding agreement.

Specific reporting requirements for each awardee will be outlined in the awardee grant funding agreement based on project type, project category, and the anticipated outcomes detailed in project applications.

13. Where can I find more information about the grant program?

The **Notice of Funding Opportunity (NOFO)** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://www.clackamas.us/procurement-process#opengrantopportunities>

The **list of application questions** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/c2427354-8d5f-42e0-9c09-35e0224b86e7>

The **application budget template** can be found on the Clackamas County Procurement page for Open Grant Opportunities:

<https://dochub.clackamas.us/documents/drupal/2eb7242d-08d7-4d30-ba9b-b8c19ded27f2>

The **official application web form** can be found at:

<https://apps.clackamas.us/businessdevelopmentgrants/>

For more information, visit our website or contact The Office of Economic Development directly at 503-742-4biz or 4Biz@clacakamascounty.us. We provide resources such as grant guidelines, application forms, and contact information for assistance.

14. Whom should I contact if I have more questions?

If you have additional questions or need further assistance, please contact us at 503-742-4biz or 4Biz@clacakamascounty.us. We are available to answer clarifying questions and/or resolve technical issues with the application form.

15. Can software count as a capital asset under the capital asset project type?

Yes, purchases of non-physical capital assets such as software can qualify under the capital asset project type.

Qualifying capital asset projects involve capital purchases that meet a business need by contributing to business expansion, projected growth strategies, etc. (as stated in **NOFO Section C**). Capital projects will need to meet at least one of the expected outcomes listed in **NOFO Section J**. You may also refer to **NOFO Section E** for a description of the information that capital project applicants will need to provide in their narrative summary and budget.

16. Is the matching funds commitment the same as a business collateral requirement?

No, matching funds are not the same as collateral. The 100% match commitment requires that an applicant contribute at least as many of their own dollars as they are requesting for the proposed project.

In rare cases, a business may repurpose an existing business asset for the proposed project as an ‘in-kind contribution.’ As stated in **NOFO Section 5**, this match option will only be considered in the event that repurposing the asset allows the applicant to maintain a line of business which would otherwise relocate outside of the County, OR if repurposing the asset will allow the applicant to establish a new line of business to contribute to economic growth. In either case, you will need to provide fair market valuation with your application as proof of in-kind match. The onus is on the applicant to clearly explain why the in-kind contribution meets these criteria.

For further clarity, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

17. Can I apply for a capital asset project if I am purchasing multiple pieces of equipment?

Yes, if you are purchasing multiple pieces of equipment for a specific project you may include costs related to that equipment in your grant request and/or project match. It is up to the applicant to clearly explain why each equipment purchase is related to the project, and ensure that the project narrative, expected outcomes, and budget all support this.

18. Can I include money I've already spent on a project in my match commitment?

No. Project budgets may only include expenses that have not yet been incurred, regardless of whether the expenses are attributed to the grant request or project match columns. If your application is for a phase or portion of a larger ongoing project, you *may* include information about the full project in your project narrative, expected outcomes, and other narrative sections of the application – in this case, it is still up to the applicant to describe the need and impact of the portion of the project that is reflected in the budget.

19. Can I include money in my match commitment that I *plan* to spend on a project before the funding agreements are finalized (estimated June 2025)?

Yes. You may include in your **project match commitment** money that you plan to spend on the described project, so long as that spending is clearly detailed in the project budget and timeline, and so long as the spending occurs after the grant application deadline on 10/31/24. You may not include in your **grant request** any money that will be spent before the funding agreements are finalized.

For more information on how to fill out your project budget, please refer to the budget instructions in **NOFO Section G** and the [application budget template](#).

20. Can home-based businesses apply for funds to make property improvements or building expansions?

Property improvements and/or construction projects on privately owned residential properties (i.e. homes and properties which are zoned as residential) **do not** qualify for funding under this program.

21. Why isn't my application going through when I click 'Submit application'?

Before reaching out to County staff about an issue with the form, please do the following:

- Double-check that you have completed all required questions.
- Double-check that you have successfully uploaded all three required attachments (budget, scaled down budget, statement on match with proof of match) in PDF file format.
- Confirm that your question responses do not exceed 2,000 characters (including spaces). If any of your responses exceed 2,000 characters, the form will display an error message and will not submit.

To ensure that you do not lose your work in the event of a form error, please write your responses to the application questions in a separate, saved document prior to filling out the application form.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

Entity is a non-federal Recipient Entity is a contractor Not applicable

2. Administrative Requirements. RECIPIENT agrees to its status as a Recipient, and accepts among its duties and responsibilities the following:

a) **Financial Management.** RECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred. RECIPIENT will incur only allowable costs under this Agreement. A cost is allowable if it is reasonable and allocable, as described below:

1. Reasonable.

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

b. What is reasonable depends upon a variety of considerations and circumstances, including—

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;
- The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- Any significant deviations from the contractor's established practices.

2. Allocable. A cost is allocable if it is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or other equitable relationship. Subject to the foregoing, a cost is allocable to this Agreement if it—

- a. Is incurred specifically for the Project;
- b. Benefits both the Project outlined in this Agreement and other work, and can be distributed to them in reasonable proportion to the benefits received; or
- c. Is necessary to the overall operation of the business, although a direct relationship to any particular cost objective cannot be shown.

3. Net of Applicable Credits. The applicable portion of any rebate, allowance, or other credit relating to any allowable cost and received by or accruing to RECIPIENT shall be credited to Project funded by this Agreement either as a cost reduction or by cash refund to COUNTY.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles, international financial reporting standards, and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with

the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c) **Change in Ownership.** RECIPIENT is required to notify COUNTY, in writing, if RECIPIENT intends to sell its business to another entity or otherwise transfer ownership during the term of this Agreement.
- d) **Cost Principles.** RECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by COUNTY shall be the liability of the RECIPIENT.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** RECIPIENT is required to provide match in the amounts specified in Exhibit A.
- g) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit A. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Not provided on this award.
- i) **Payment.** RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit A.
- j) **Performance Reporting.** RECIPIENT shall comply with reporting requirements as specified in Exhibit A: RECIPIENT Scope of Work & Performance Reporting.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by RECIPIENT. RECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of this Agreement, no later than 90 calendar days after the end date of this Agreement.
- l) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct onsite or offsite visits and inspections of financial records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. COUNTY may also take photographs of funded items at its discretion during the visit. Depending on the outcomes of the monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- m) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

3. Default

- a) **Recipient's Default.** RECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. RECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by RECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by RECIPIENT is untrue in any material respect when made;
 - c. After thirty (30) days' written notice with an opportunity to cure, RECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d. A petition, proceeding, or case is filed by or against RECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law;
 - e. RECIPIENT fails to make sufficient progress on Project implementation as determined by COUNTY in its sole discretion.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of RECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding RECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by RECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring RECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Recipient's Remedies:** In the event COUNTY is in default, and whether or not RECIPIENT elects to terminate this Agreement, RECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against RECIPIENT. In no event will COUNTY be liable to RECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential, or special damages.

5. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** RECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, RECIPIENT may in writing request COUNTY to resolve the

conflict. RECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. RECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** RECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). RECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that RECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. RECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

6. **Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.







Funding Agreement - Photo Solutions Inc. - OED Business Development Grant

Final Audit Report

2025-01-23

Created:	2025-01-21
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD2zy62iz_q6f9iR3AW9WtjhWuFXjMZgz

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-  Document created by Julia McCotter (JMcCotter@clackamas.us)
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-  Signer ccurtis@photo-solutions.com entered name at signing as Chris Curtis
2025-01-23 - 6:01:59 PM GMT- IP address: 50.198.162.221
-  Document e-signed by Chris Curtis (ccurtis@photo-solutions.com)
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