



DAN JOHNSON
DIRECTOR

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

February 13, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Funding Agreements with Stumptown Coffee, Bridgetown Mushrooms, Overland Van Project, QB Fabrication & Welding, Miles Fiberglass & Composites, and Steve Locke Construction for business development grants. Total Value of 6 Agreements is \$367,000, each for 30 months. Funding is through State Lottery Funds. 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.		
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 6 of the 11 approved projects. The remaining funding agreements will be presented for Board approval at a future business meeting.

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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 Stumptown Coffee Corp., Bridgetown Mushrooms, Overland Van Project, QB Fabrication & Welding Inc., Miles Fiberglass & Composites Inc., and Steve Locke Construction Inc.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

CLACKAMAS COUNTY, OREGON RECIPIENT GRANT FUNDING AGREEMENT
Program Name: <i>DTD/Office of Economic Development: Business Development Grant Program</i> Program Number: 600406
This Agreement is between Clackamas County , Oregon, acting by and through its DTD/Office of Economic Development ("COUNTY"), and Stumptown Coffee Corp ("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:
Sharon Freeland	Peets Coffee
State of Oregon Business Registry Number:	76858399

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 Expenditure, Production Expansion and Capacity project, as set forth in Exhibit B. The County has agreed to award RECIPIENT the requested grant funds to perform the project described in Exhibit A.

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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 one hundred thousand dollars (\$100,000.00). 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:
 - 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 ;

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- 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 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.

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- 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.
- 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.

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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
- 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

Stumptown Coffee Corp

By: _____

By: Laura A. Szuliga

Its: _____

Its: President

Dated: _____

Dated: January 10, 2025

Approved to Form

By: Amanda Kelly
County Counsel

Dated: 1/30/2025

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:

Stumptown Coffee Corp
100 SE Salmon Street, Portland, OR 97214

GRANT AWARD AMOUNT:

\$100,000

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

Stumptown Coffee Corp is awarded a grant in the amount of \$100,000 to support a Capital Expenditure, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 9151 SE McBrod Ave, Milwaukie, 97222. Grant funds will support moving costs and upgrades to the facility located in Clackamas County in order to relocate cold brew manufacturing operations into the county. The goals for this project are to increase production, maintain or improve production efficiency, and create approximately 6 jobs.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Capital Equipment: Fillers	3	Unit	\$90,000	\$270,000	\$27,000	\$243,000

Capital Equipment: Glycol System	1	Unit	\$80,000	\$80,000	\$8,000	\$72,000
Capital Equipment: bottling & canning	7	Unit	\$39,286	\$275,002	\$27,500	\$247,502
Equipment Installation & Engineering	1	flat+hourly	\$425,000	\$425,000	\$0	\$425,000
Leasehold: Building Construction	1	flat-hourly	\$160,000	\$160,000	\$16,000	\$144,000
Leasehold: Building Upgrades	1	flat-hourly	\$223,000	\$223,000	\$21,500	\$201,500
Leasehold: Electric, gas, piping	1	flat-hourly	\$110,000	\$110,000	\$0	\$110,000
Existing Equipment Install	1	flat-hourly	\$190,000	\$190,000	\$0	\$190,000
Moving costs to new facility	1	flat-hourly	\$35,000	\$35,000	\$0	\$35,000
Capital Equipment: Cooler	1	flat-hourly	\$466,000	\$466,000	\$0	\$466,000
TOTALS:				\$2,234,002	\$100,000	\$2,134,002

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
- Environmental efficiency change (energy, waste, etc.)
- 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 Beaver Creek Road Oregon City, OR 97045
jmccotter@clackamas.us | (503) 742-4399



Business Development Grants Application

Applicant Information

Email

teri.danielson@stumptowncoffee.com

Full legal name of your business

Stumptown Coffee Corp

Business Website

www.stumptowncoffee.com

Business DBA, if applicable

n/a

Employer Identification Number (EIN)

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

Oregon Secretary of State ID Number

76858399

Incorporation date

2011-04-11

Corporate structure

Benefit corporation

North American Industry Classification System (NAICS) code

311920

Industry name

coffee

Full name of the business owner

A subsidiary of Peet's Coffee Corporation

Name of applicant contact, if different from owner name

Teri Danielson

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

V.P. Supply Chain and Manufacturing

Business primary operations street address (current)

100 SE Salmon St.

Business primary operations city (current)

Portland

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97214

Applicant contact phone number

503-939-2593

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.

Stumptown Coffee Roasters was founded in Portland, Oregon in 1999 and is a Northwest based brand producing roasted bagged whole bean and ground coffee and canned and bottled cold brew coffee for grocery stores, wholesalers, ecommerce and for the 9 retail stores we own throughout the U.S. Stumptown is looking to relocate its cold brew manufacturing operations as it has outgrown the current space. The cold brew product category is growing at a steep pace in the U.S. which has contributed to Stumptown's growth overall. Stumptown's cold brew is consistently rated as one of the best tasting cold brew's in the marketplace. To support this growth, Stumptown Coffee is planning to move its cold brew coffee extraction, canning and bottling operations from its current facility in SE Portland, to

a leased facility in Milwaukie, Oregon that currently serves Stumptown as a warehouse and distribution center. Stumptown is also planning to build a cooler in the warehouse to bring the cold chain warehousing and distribution of the cold brew coffee finished goods in-house. In order to accommodate the operations at the warehouse, a cooler will need to be installed, and extraction equipment, brewing tanks, storage tanks, packaging equipment, and other equipment will need to be moved and/or purchased and significant upgrades will be made to the warehouse facility, including installation of drains, installation of wall and upgrades to infrastructure to support the operation. The grant will be used for the capital need to purchase new equipment and upgrade the Milwaukie facility to support cold brew storage and manufacturing. The grant will contribute to business expansion and support projected growth by allowing us to increase our cold brew production capacity by 200% and bring on additional packaging formats which will increase Stumptown presence in the market. The grant will allow us to bring more of our manufacturing in-house and reduce greenhouse gas emissions.

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.

1. The Cold Brew product category demand is growing at a steep rate in the market. Stumptown is running out of capacity at our leased cold brew facility due to our double-digit annual growth rate in this product category. Our lease expires in 2025. We are using a co-packer for additional capacity and a third party warehouse for storage and distribution which contributes to complexity and additional logistics costs. 2. The grant will allow us to consolidate production, storage and distribution into one facility and will help us to procure the necessary equipment and infrastructure upgrades to make this move. 3. N/A 4. The grant will be used to expand Stumptown's manufacturing and distribution operations in Milwaukie, OR, Clackamas County as we would relocate all of our internal cold brew manufacturing and external storage operations and a portion of our co-manufactured operations to Milwaukie, OR.

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

We are expecting a 38% growth rate in cold brew during 2025. Our existing cold brew capacity cannot support that growth rate and we would be forced to find an additional co-manufacturer to support the growth. By consolidating our operations into one facility in Clackamas county, we can install capacity to meet the growth, as well as find cost savings in reduced logistics costs and more efficient operations. This will also allow us to add more packaging formats to our facility to increase our competitiveness in the marketplace, as well as support an R&D scale pilot plant to create new products for the U.S. cold brew market that is growing 40% per year. This will bring manufacturing and jobs into Clackamas County and support the continued growth of a beloved Oregon brand and its commitment to the region. It can also associate the Stumptown brand with the community of Milwaukie and with Clackamas County which will help to demonstrate to other brands the viability and attractiveness of locating in Clackamas County. The plan is to move 5 cold brew production employees and 2 managers to the site from the Portland location. Also, we will hire an additional 4 cold brew production employees, 1 maintenance employee and 1 logistics employee over the first two years. (Total 13 employees moving to the Milwaukie site) The grant will also allow us to bring more of our manufacturing in-house (50% of our cold brew manufacturing is currently co-manufactured), as well as bringing cold storage and distribution of the product in-house. (100% of our cold brew is stored and distributed from a third-party warehouse). Having the production, storage and distribution located in the same

facility will also reduce greenhouse gas emissions by reducing transportation of product back and forth between three facilities.

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. As part of this project, the added space will allow Stumptown to expand its offerings to include two new product lines in 2025 and 2026, and the added volume will allow Stumptown to meet the 38% growth rate we have been seeing and expand our line into mainstream grocery. Currently Stumptown cold brew is primarily distributed in Natural foods and specialty grocery and some wholesale accounts. 2. Stumptown would commit to establishing manufacturing operations at our existing warehouse in Clackamas County and producing cold brew in Clackamas County for at least 2 or more years from the date of award funding. 3. There are not currently manufacturing operations at the existing Clackamas County warehouse, so capacity expansion at this site would be 100%. In addition, we would be more than doubling Stumptown brewing capacity over what is available at our current facility. Brewing capacity is about 900,000 cases per year in our current facility, and we would be able to run in excess of 1,800,000 cases per year in the expanded facility. 4. Current brewing efficiency is measured using yield and cycle time. Our target is to maintain or improve on a 19-22% yield and a <8 hour cycle time.

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 would plan to start an engineering study and preliminary preparations for construction in November of 2024 and complete all brewing and line set-up and installation by August 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.

We would propose a scaled down project budget where we would install one less filler and remove a brite tank, brew tank and the ancillary equipment which would reduce our capacity. If we want to install additional capacity after year 1, we can add lines and tanks at that time. We estimate that with the scaled down plan, we would leave more volume at the co-manufacturer and reduce incremental headcount by 2 so the total incremental headcount would be 4 and total incremental plus existing headcount moving to Milwaukie would be 11. The match in this case would be \$1,860,429.

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

Sharon Freeland

Applicant Business Name: Stumptown Coffee Roasters

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
Capital Equipment: Fillers	3	unit	\$90,000	\$27,000	243,000
Capital Equipment: Glycol System	1	unit	\$80,000	\$8,000	\$72,000
Capital Equipment: bottling & canning	7	units	\$39,286	\$27,500	\$247,500
Equipment Installation & Engineering	1	flat+hourly	\$425,000	-	\$425,000
Leasehold: Building Construction	1	flat-hourly	\$160,000	\$16,000	\$144,000
Leasehold: Building Upgrades	1	flat-hourly	\$223,000	\$21,500	\$201,500
Leasehold: Electric, gas, piping	1	flat-hourly	\$110,000	-	\$110,000
Existing Equipment Install	1	flat-hourly	\$190,000	-	\$190,000
Moving costs to new facility	1	flat-hourly	\$35,000	-	\$35,000
Capital Equipment: Cooler	1	unit	\$466,000	-	\$466,000
TOTALS:				\$100,000	\$2,134,000

Applicant Business Name: Stumptown Coffee Roasters

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
Capital Equipment: Fillers	2	unit	\$90,000	\$18,000	162,000
Capital Equipment: Glycol System	1	unit	\$80,000	\$8,000	\$72,000
Capital Equipment: bottling & canning	5	units	\$39,286	\$19,643	\$176,786
Equipment Installation & Engineering	1	flat+hourly	\$350,000	-	\$350,000
Leasehold: Building Construction	1	flat-hourly	\$100,000	\$10,000	\$90,000
Leasehold: Building Upgrades	1	flat-hourly	\$223,000	\$14,357	\$208,643
Leasehold: Electric, gas, piping	1	flat-hourly	\$110,000	-	\$110,000
Existing Equipment Install	1	flat-hourly	\$190,000	-	\$190,000
Moving costs to new facility	1	flat-hourly	\$35,000	-	\$35,000
Capital Equipment: Cooler	1	unit	\$466,000	-	\$466,000
TOTALS:				\$70,000	\$1,860,429

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:
 - o 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.
 - o 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 **GrowLife Inc DBA Bridgetown Mushrooms** (“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:
Trevor Huebert	We are a public company.
State of Oregon Business Registry Number:	2248382-92

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 Expenditure, Relocation to Clackamas County 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.

GrowLife Inc DBA Bridgetown Mushrooms

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

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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 ninety thousand dollars (\$90,000.00). 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:

GrowLife Inc DBA Bridgetown Mushrooms

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

GrowLife Inc DBA Bridgetown Mushrooms

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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.

GrowLife Inc DBA Bridgetown Mushrooms

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 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:

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

GrowLife Inc DBA Bridgetown Mushrooms

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

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

- Exhibit C

(Signature Page Follows)

GrowLife Inc DBA Bridgetown Mushrooms

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

Bridgetown Mushrooms

Trevor Huebert

Trevor Huebert (Jan 21, 2025 13:15 PST)

By: _____

By: Trevor Huebert

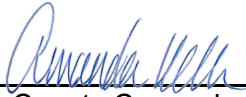
Its: _____

Its: Founder

Dated: _____

Dated: 01/21/2025

Approved to Form

By: 
County Counsel

Dated: 1/30/2025

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:

GrowLife Inc DBA Bridgetown Mushrooms
8136 SW Durham Road, Tigard, OR 97224

GRANT AWARD AMOUNT:

\$90,000

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

GrowLife Inc DBA Bridgetown Mushrooms is awarded a grant in the amount of \$90,000 to support a Capital Expenditure, Relocation to Clackamas County project. Project activities and reported outcomes will occur at 24700 South Mulino Road, Canby, OR 97013. Grant funds will help facilitate Bridgetown Mushrooms in moving operations into Clackamas County through the purchase and installation of necessary equipment to upgrade the new location in the county. The goal of these capital purchases is to support increased production, increased efficiency, creation of approximately 8 jobs, and additional sustainability certification.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Automated bagging system	1	Each	\$53,663	\$53,663	\$49,647	\$4,016

Automated inoculation machine	1	Each	\$40,353	\$40,353	\$40,353	\$-
Forklift	1	Each	\$10,000	\$10,000	\$0	\$10,000
Shipping container	2	Each	\$7,000	\$14,000	\$0	\$14,000
Sioux boiler	1	Each	\$45,000	\$45,000	\$0	\$45,000
Installation of Sioux & propane	1	Each	\$15,000	\$15,000	\$0	\$15,000
Flow hoods	10	Each	\$1,100	\$11,000	\$0	\$11,000
Tables	20	Each	\$250	\$5,000	\$0	\$5,000
Cloud temperature system	9	Each	\$200	\$1,800	\$0	\$1,800
Rolling racks	360	Each	\$200	\$72,000	\$0	\$72,000
Humidification systems	8	Each	\$400	\$3,200	\$0	\$3,200
Shipping containers	4	Each	\$15,000	\$60,000	\$0	\$60,000
Rotary air compressor	1	Each	\$6,000	\$6,000	\$0	\$6,000
Master HVAC, humidification controller	1	Each	\$10,000	\$10,000	\$0	\$10,000
Generators	3	Each	\$1,500	\$4,500	\$0	\$4,500
Harvest baskets	2000	Each	\$15	\$30,000	\$0	\$30,000
Walk in cooler	1	Each	\$100,000	\$100,000	\$0	\$100,000
Dishwasher	1	Each	\$10,000	\$10,000	\$0	\$10,000
Triple sink	2	Each	\$900	\$1,800	\$0	\$1,800
Mop sink	3	Each	\$200	\$600	\$0	\$600
Dehydrators	2	Each	\$6,000	\$12,000	\$0	\$12,000
Harvest carts	10	Each	\$585	\$5,850	\$0	\$5,850
Box strapping machine	2	Each	\$1,000	\$2,000	\$0	\$2,000
Pallet wrapping machine	1	Each	\$12,175	\$12,175	\$0	\$12,175
Refrigerated van	1	Each	\$20,000	\$20,000	\$0	\$20,000
Refrigerated box truck	1	Each	\$30,000	\$30,000	\$0	\$30,000

TOTALS:	\$575,941	\$90,000	\$485,941
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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 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)

- FORWORKFORCE PROJECTS: 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*
- *Environmental efficiency change (energy, waste, etc.)*
- *Tourism change*

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

trevor@bridgetown-mushrooms.com

Full legal name of your business

GrowLife Inc DBA Bridgetown Mushrooms

Business Website

www.bridgetown-mushrooms.com

Business DBA, if applicable

Bridgetown Mushrooms

Employer Identification Number (EIN)

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

Oregon Secretary of State ID Number

2248382-92

Incorporation date

2001-03-17

Corporate structure

Corporation (c-corp)

North American Industry Classification System (NAICS) code

111411

Industry name

Agriculture / Mushroom Production

Full name of the business owner

David Dohrmann

Name of applicant contact, if different from owner name

Trevor Huebert

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

CEO Bridgetown Mushrooms

Business primary operations street address (current)

8136 SW Durham Rd

Business primary operations city (current)

Tigard

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97224

Applicant contact phone number

5039026874

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.

Bridgetown Mushrooms is a USDA Organic mushroom farm that cultivates fresh specialty mushrooms for distribution throughout the West Coast. Founded in 2018 in Tigard, Oregon, the Company has experienced exponential demand, starting cultivation in a single 100 sq ft grow chamber and expanded current operations across three 700 sq ft warehouse spaces (totaling 2,100 sq ft). Increasing demand has exceeded the Company's spatial capacity for over a year. The Company has the opportunity to relocate to a 22,000 square foot facility in Canby, Oregon (24700 S. Mulino Road) in order to expand operations. The expanded size and increased efficiency of this new facility is expected to enable cultivation of 1.5 million pounds of Organic specialty mushrooms annually to be sold throughout the West Coast,

with potential to further expand nationally. Our current West Coast distributors include Charlie's Produce, the largest fresh produce distributor on the West Coast. Our products are currently distributed to 30% of their territory and they have requested additional volume to expand into the remaining 70% of their territory once increased production begins in Canby. We also have exclusive partnerships with Whole Foods and Sprouts, with our products currently available in 8 stores in the Pacific Northwest, primarily in Washington. We are set to expand into 125 stores along the West Coast once operating in Canby, with plans for national distribution across the U.S. Expected annual revenue at the new facility is \$10 million. Relocating and expanding into a new facility requires a significant amount of resources. With this new facility, automated equipment, HVAC and humidification systems, rolling racks, and a refrigerated vehicle will be required to maximize potential and meet demand. Bridgetown Mushrooms requests \$99,016 in grant funding to secure crucial equipment for our expansion at the new facility, including automated equipment and installation of an exhaust system.

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.

Multi-site Development Assistance or Relocation to Clackamas County

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.

The Company's business need for this grant funding stems from the urgent necessity to relocate and expand operations. Demand for our organic mushrooms has consistently exceeded our capacity, and our current facilities cannot support further growth. Moving from 2,100 sq ft to a 22,000 sq ft facility in Canby, alongside automated equipment, will solve this problem, but it requires significant investment in capital purchases to make the transition happen. Automation is critical to scaling production efficiently in the larger facility, enabling an 800% increase in weekly output over current production levels. Without this equipment, we will not fully capitalize on the additional space, as manual processes would limit output, compromising our ability to meet the high-volume demands of existing and new clients across the West Coast. The requested equipment will automate the dispensing of substrate and inoculation after sterilization, processes essential to mushroom cultivation, allowing us to increase production capacity to meet demand from distributors like Charlie's Produce and Whole Foods and expanding retailer relationships. Additionally, a high-efficiency HVAC and exhaust system is a vital component of the new facility to maintain indoor air quality and a controlled growing environment. By filtering spores and reducing CO2 levels, this system ensures that employees have clean air in fruiting chambers while also supporting mushroom quality and yield. Securing this funding will ensure a smooth transition to Clackamas County, support job creation, and allow us to increase local production, providing significant economic benefits for the area.

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

This grant would have a transformative impact on our company, facilitating a successful relocation to Canby while dramatically increasing production efficiency. The purchase of automated equipment will enable us to scale from manually producing 900 fruiting bags per week to 7,200, increasing output by 800%. This leap in efficiency will allow us to meet escalating demand from our distributors, drive projected annual revenue to \$10 million, and establish a significant competitive advantage as the leading specialty mushroom cultivator in Oregon. With these advancements, we will be able to grow beyond our current West Coast distribution, expanding our reach to a national market. Our new 22,000 sq ft facility in Canby offers both local and regional economic benefits for Clackamas County. The expansion will allow us to create at least 8 new jobs within the first year, with more positions expected as we scale. By sourcing local materials and working with

regional suppliers, we will contribute to economic growth within the county. Additionally, the increased sales and distribution of our organic products both on the West Coast and beyond will generate tax revenue, supporting the county's economy. Aligned with the County's sustainability goals, we plan to further enhance our commitment to environmental practices. Along with our USDA Organic certification, we aim to earn the Clackamas County Leaders in Sustainability Certification. Additionally, we are planning a mycology education hub on the 13-acre property, offering educational trails, family-friendly events, and workshops on the fungal kingdom. This funding is essential to realizing our goals of efficient production and sustainable, community-focused expansion. By supporting our growth, the County will benefit from job creation, increased tax revenue, and a strengthened reputation as a leader in sustainable agriculture, all of which contribute to the long-term economic and environmental well-being of the region.

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. Establish new business operations in Clackamas County
2. Increase production capacity by 800% (7,200 fruiting bags produced per week vs. current 900)

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.

8 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.

In the event that we receive less than the full requested funding, Bridgetown Mushrooms would still proceed with the expansion to the new 22,000 sq ft facility in Canby; however, at a slower pace of growth. While full funding would allow us to immediately scale production with essential automated systems in place, the scaled-down project would rely on partial automation and additional manual labor to maintain operations until further capital can be raised for the automated inoculation equipment. In a scaled-down project, grant funding would be prioritized for an automated bagging system and a humidification system. The automated bagging system is essential for creating a foundation of high-volume production, while the humidification system will create the necessary microclimates to cultivate high-quality specialty mushrooms consistently. Together, these systems will establish a stable, efficient production base, allowing us to meet initial demand, improve consistency, and position ourselves for full automation once funding becomes available. Without the automated inoculation machine, however, we will need to allocate additional capital toward staffing for manual inoculation, which will temporarily reduce production speed. Manual inoculation will be slower and less efficient, increasing labor costs and delaying maximum production capacity at the new facility. While this scaled project may initially slow our growth trajectory, this funding would enable Bridgetown Mushrooms to continue advancing and lay the groundwork for future growth. By establishing our operations in Clackamas County, we are positioning ourselves for expansion into national markets, generating more jobs in the local area, and contributing to the county's economic development as our operation scales. Funds requested for scaled-down project: \$71,663 Company Match Contribution: \$133,072

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

Trevor Huebert

Applicant Business Name: Bridgetown Mushrooms

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
Automated bagging system	1	each	\$53,663	\$53,663	0
Automated inoculation machine	1	each	\$40,353	\$40,353	0
Exhaust system for mushroom fruiting	1	flat	\$5,000	\$5,000	0
Laminar flow hoods	30	each	\$1,100	0	\$33,000
Humidification system	1	flat	\$18,000	0	\$18,000
Rolling racks	368	each	\$204	0	\$75,072
Refrigerated van	1	each	\$20,000	0	\$20,000
TOTALS:				\$99,016	\$146,072

Applicant Business Name: Bridgetown Mushrooms

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
Automated bagging system	1	each	\$53,663	\$53,663	0
Humidification system	1	flat	\$1a,000	\$1a,000	0
Rolling racks	368	each	\$204	0	\$75,072
Laminar flow hoods	30	each	\$1,100	0	\$33,000
Refrigerated van	1	each	\$20,000	0	\$20,000
Exhaust system for mushroom fruiting	1	flat	\$5,000	0	\$5,000
TOTALS:				\$71,663	\$133,072

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@clackamascounty.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 - Bridgetown Mushrooms - OED Business Development Grant

Final Audit Report

2025-01-21

Created:	2025-01-16
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhYkcV2LiHKzIIInRHesu05kvLhcny-4

"Funding Agreement - Bridgetown Mushrooms - OED Business Development Grant" History

-  Document created by Julia McCotter (JMcCotter@clackamas.us)
2025-01-16 - 11:19:33 PM GMT- IP address: 204.195.12.4
-  Document emailed to trevor@bridgetown-mushrooms.com for signature
2025-01-16 - 11:36:37 PM GMT
-  Email viewed by trevor@bridgetown-mushrooms.com
2025-01-16 - 11:36:46 PM GMT- IP address: 74.125.209.3
-  Signer trevor@bridgetown-mushrooms.com entered name at signing as Trevor Huebert
2025-01-21 - 9:15:57 PM GMT- IP address: 97.115.202.93
-  Document e-signed by Trevor Huebert (trevor@bridgetown-mushrooms.com)
Signature Date: 2025-01-21 - 9:15:59 PM GMT - Time Source: server- IP address: 97.115.202.93
-  Agreement completed.
2025-01-21 - 9:15:59 PM GMT

CLACKAMAS COUNTY, OREGON RECIPIENT GRANT FUNDING AGREEMENT	
Program Name: <i>DTD/Office of Economic Development: Business Development Grant Program</i> Program Number: 600406	
This Agreement is between Clackamas County , Oregon, acting by and through its DTD/Office of Economic Development (“COUNTY”), and Overland Van Project (“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:
Overland van project Llc	Dustin Sauer
State of Oregon Business Registry Number:	1361515-94

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, 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.

Overland Van Project

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

Page 2 of 7

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 seventy-five thousand dollars (\$75,000.00). 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

Overland Van Project

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

Page 3 of 7

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

Overland Van Project

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

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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.

Overland Van Project

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

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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 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:

Overland Van Project

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

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

(Signature Page Follows)

Overland Van Project

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

Overland Van Project



Dustin sauer (Jan 22, 2025 20:51 PST)

By: _____

By: Dustin sauer


Its: _____

Its: Owner

Dated: _____

Dated: 01/22/2025

Approved to Form

By:  _____
County Counsel

Dated: 1/30/2025

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:

Overland Van Project
2511 SE Mailwell Drive, Milwaukie, OR 97222

GRANT AWARD AMOUNT:

\$75,000

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

Overland Van Project (OVP) is awarded a grant in the amount of \$75,000 to support a Workforce Development, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 2511 SE Mailwell Drive, Milwaukie, OR. Grant funds will support OVP to bring currently outsourced metal work in-house through the hiring of two full-time positions: 1 welder, and 1 assembler. Funds will also support the purchase of necessary equipment to add metal welding capabilities to the shop. The goal of this project is to support permanent creation of two high-wage jobs, expansion of product offerings, and overall business growth.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Break Press 6'	1	Each	\$8,500	\$8,500	\$8,500	\$0

AC/DC Multiprocess Welder	1	Each	\$1,199	\$1,199	\$1,199	\$0
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Argon Tanks	3	Each	\$300	\$900	\$300	\$600
Welding PPE	1	Each	\$950	\$950	\$950	\$0
Automated Metal cutting equipment	1	Each	\$8,900	\$8,900	\$8,900	\$0
Welder	1	Annual	\$80,000	\$80,000	\$50,000	\$30,000
Assembler	1	Annual	\$65,000	\$65,000	\$5,151	\$59,849
TOTALS:			\$165,449	\$75,000	\$90,449	

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
- Supply chain multiplier (change in local supply chain orders)
- 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

dustin@driveovp.com

Full legal name of your business

Overland Van Project

Business Website

driveovp.com

Business DBA, if applicable

OVP

Employer Identification Number (EIN)

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

Oregon Secretary of State ID Number

13-6151594

Incorporation date

2017-06-07

Corporate structure

LLC, single member

North American Industry Classification System (NAICS) code

336213

Industry name

Motor Home Manufacturing

Full name of the business owner

Dustin Sauer

Name of applicant contact, if different from owner name

Dustin Sauer

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

N/A

Business primary operations street address (current)

2511 SE Mailwell Dr

Business primary operations city (current)

Milwaukie

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97222

Applicant contact phone number

5033183203

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.

We want to bring in house metal work to the shop which will require new equipment and 2 more high paying jobs. In-house metal work will not only help to secure OVP as a power in the RV space but also relinquish the need for us to outsource to Hillsboro which is what we do now. We need a welder and a break press and some new equipment to allow us to use our existing CNC machine to cut the aluminum. We also need to hire one person to weld and another to fabricate and assemble. These are high paying jobs over \$65K per year and the welder will be closer to \$80K. We will be able to use local shops like Clackamas metal works to do the powder coating as well which brings more work into the county. The majority of the cost associated will be for workforce, the Break Press is \$3200, Welder \$3000 and the

cooling accessories for the welder are \$5400. The rest would go towards helping to pay for the new employees.

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.

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.

To stay competitive in the industry and be able to innovate quickly we need to bring aluminum metalwork in-house. Purchasing some equipment and hiring talented hands is what is required to do so which will have the added benefit of not subcontracting out to other counties.

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

If we are awarded the grant, we will be more likely to win jobs and grow the company. We are already one of the leaders in the industry regarding innovations but this will set us apart even further by allowing us to develop products more quickly and get to market. We are a high profile business with very wealthy clients and we spend a lot on ads which brings people and suppliers to Milwaukie and

Clackamas County where before they may have never heard of it. This expansion will also contribute to nearby businesses like Clackamas Metal Works and ElectroChem Finishing which would do the coatings on the aluminum to have more business.

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. Growth of OVP - If we grow and sell more vehicles and products we will have more tax revenue 2. Growth and increased revenue of local businesses: Clackamas Metal Works, Artek Energy, Electro chem, and other local businesses will increase in revenue provided by OVP. We also eat at the local restaurants which will increase with more clients and employees. 3. This will solidify OVP as a powerhouse in the field of RV manufacturing and allow us to stay in business through the hard times.

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.

This will be implemented immediately upon approval of the grant. We will purchase the equipment in the first 2 weeks and begin interviewing for the 2 positions. I would expect to fill the positions in 1 month.

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.

We will purchase the same equipment but hire only the welder and train someone in-house to do the assembly. This will take away from our current labor force and not increase revenue as much.

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

Dustin Sauer

Overland Van Project

2511 SE Mailwell DR
Milwaukie, OR 9722
503-318-3203

Metal Working Development Budget

Submitted on 10/31/24

Equipment	Qty	Unit price	Total price
GMC Break Press 6'	1	\$8,500.00	\$8,500.00
Miller Multimatic 220 AC/DC Multiprocess Welder - 907757	1	\$4,199.00	\$4,199.00
Argon Tanks	3	\$300.00	\$900.00
Welding PPE	1	\$950.00	\$950.00
Cooling Equipment for Laguna CNC		\$5,900.00	\$5,900.00
Labor	Qty	Unit price	Total price
Welder	1	\$80,000.00	\$80,000.00
Assembler	1	\$65,000.00	\$65,000.00
			\$0.00

Notes:

Subtotal **\$165,449.00**

\$165,449.00

Overland Van Project

2511 SE Mailwell DR
Milwaukie, OR 9722
503-318-3203

Metal Working Development Budget

Submitted on 10/31/24

Equipment	Qty	Unit price	Total price
GMC Break Press 6'	1	\$8,500.00	\$8,500.00
Miller Multimatic 220 AC/DC Multiprocess Welder - 907757	1	\$4,199.00	\$4,199.00
Argon Tanks	3	\$300.00	\$900.00
Welding PPE	1	\$950.00	\$950.00
Cooling Equipment for Laguna CNC		\$5,900.00	\$5,900.00
Labor	Qty	Unit price	Total price
Welder	1	\$80,000.00	\$80,000.00
			\$0.00

Notes: Subtotal **\$100,449.00**

\$100,449.00

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 fulfillment 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@clackamascountry.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 - Overland Van Project - OED Business Development Grant

Final Audit Report

2025-01-23

Created:	2025-01-22
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuIW12p8CAUO_z0CU6ZVYMCm12czfYU8u

"Funding Agreement - Overland Van Project - OED Business Development Grant" History

-  Document created by Julia McCotter (JMcCotter@clackamas.us)
2025-01-22 - 3:18:07 PM GMT- IP address: 198.245.132.3
-  Document emailed to dustin@driveovp.com for signature
2025-01-22 - 3:22:57 PM GMT
-  Email viewed by dustin@driveovp.com
2025-01-23 - 4:47:56 AM GMT- IP address: 66.249.84.33
-  Signer dustin@driveovp.com entered name at signing as Dustin sauer
2025-01-23 - 4:51:40 AM GMT- IP address: 71.236.184.174
-  Document e-signed by Dustin sauer (dustin@driveovp.com)
Signature Date: 2025-01-23 - 4:51:42 AM GMT - Time Source: server- IP address: 71.236.184.174
-  Agreement completed.
2025-01-23 - 4:51:42 AM 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 **QB Fabrication & Welding 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:
Ivy quach	Ivy quach
State of Oregon Business Registry Number:	69586486

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.

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

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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:
 - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.

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- 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.

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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

QB FABRICATION & WELDING INC

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

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

- Exhibit C

(Signature Page Follows)

QB FABRICATION & WELDING INC

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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

QB FABRICATION & WELDING INC


Ivy Quach (Jan 16, 2025 16:08 PST)

By: _____

By: Ivy Quach

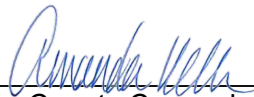
Its: _____

Its: President

Dated: _____

Dated: 01/16/2025

Approved to Form

By: 
County Counsel

Dated: 1/30/2025

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:

QB Fabrication & Welding Inc
16225 SE 106TH AVE
Clackamas, OR 97015

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

QB Fabrication & Welding (QB) 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 16225 SE 106TH Ave, Clackamas, OR. Grant funds will support the purchase and installation of a new CNC Press Brake, as part of a larger project to acquire new equipment to expand capacity. This capital purchase will increase production output and efficiency for QB and will lead to the hiring and/or training of additional employees in Clackamas County.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Anglemaster-HD 40' 0" System with standard equipment	1	EA	\$637,000	\$637,000	\$0	\$637,000
Installation Assistance and Operator Training	1	EA	\$18,000	\$18,000	\$0	\$18,000
Powered Material Advance	1	EA	\$10,800	\$10,800	\$0	\$10,800
6 Ft. Infeed Extension	1	EA	\$1,200	\$1,200	\$0	\$1,200
Hydraulic Tank Heater (Ambient temp. below 55°F)	1	EA	\$1,850	\$1,850	\$0	\$1,850
SignoScript Scribing Unit	1	EA	\$15,000	\$15,000	\$0	\$15,000
Proform Press Brake 350 Ton 10ft Nominal Length	1	EA	\$416,175	\$416,175	\$50,000	\$366,175
TOTALS:				\$1,100,025	\$50,000	\$1,050,025

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 lead time change

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

ivy@qbfabrication.com

Full legal name of your business

QB Fabrication & Welding inc.

Business Website

www.qbfabrication.com

Business DBA, if applicable

QB Fabrication

Employer Identification Number (EIN)

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

Oregon Secretary of State ID Number

69586486

Incorporation date

1999-07-14

Corporate structure

Corporation (s-corp)

North American Industry Classification System (NAICS) code

332312

Industry name

Fabricated Structural Metal Manufacturing

Full name of the business owner

binh t quach

Name of applicant contact, if different from owner name

N/A

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

N/A

Business primary operations street address (current)

16225 SE 106TH AVE

Business primary operations city (current)

clackamas

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97015

Applicant contact phone number

5038672470

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.

QB Fabrication & Welding Inc. is a metal manufacturing company that specializes in Transmission towers, substations, and distribution products for the utility industry, is looking to expand capacity of the business by purchasing a new state of the art equipment Anglemaster that would cost \$663,000 from Peddinghaus. This Anglemaster has 169-ton capacity, ability to punch, shear, hard stamp, and scribing, which will help increase production, and automate processing raw materials which will decrease lead time to clients especially during power outages, emergency restorations, and large transmission projects continually operating all over the Northwest region. QB Fabrication & Welding would like to request \$100,000 in grant that would be 100% allocated to the new Anglemaster and would utilize business

existing cash to pay the difference. The funding would help offset the high cost of a new equipment and would allow QB Fabrication & Welding to invest into training the employees, attract more new clients outside of the Northwest region such as California and Canada, and to increase our steel production monthly. Currently, QB Fabrication & Welding have been requested by a General Contractor for Los Angeles Department of Water and Power (LADWP) requesting to fabricate 143 towers by 2026 but does not have the current real estate or the capacity at this time. QB Fabrication & Welding Inc. future goal is to be the premier transmission manufacturer for the west coast region.

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.

Qb Fabrication & Welding have been in business for over 37 years and have rapidly increased in the last two years due to inflation reduction act. The company is the preferred vendor for Bonneville power administration and currently have contracts with several large programs that won't expire until 2035. Some of the programs include BPA secondary capacity model, SATOC and CIP program (Single Award Task Order Contract and Critical Infrastructures Protection Program), BPA prototype program (R&D on designing and building new transmission towers to full scale testing) and these projects

will be delivered all over the Pacific Northwest including Idaho. There are a few other projects that have been approved which includes the McCoullough-Victorville CA by LADWP, a 160 miles transmission project, and potential logistics partnership with Mitas Industries in California and Canada. In addition, as Oregon Department of Energy expects more transmission line will be approved starting in 2035, QB Fabrication will need to prepare future projects and workload. QB Fabrication needs both real estate and equipment to increase production. By utilizing the grant funding to purchase a new Anglemaster, the company would be able to process more steel, decreasing lead times to the customers, offset maintenance issues with our other Anglemaster, and ability to maintain project demands from the customers. QB Fabrication would be able to hire another CNC machine operator and a facility manager as part of the business expansion. It will be a critical asset for the company to acquire and minimize production constraint.

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

The funding will help support the growth of QB Fabrication & Welding business on a competitive advantage. The team has over 25 years of experience, and have experience delivering work in California, Washington, Montana, Idaho, and Western Canada. Currently, QB Fabrication & Welding is the only metal fabricator in the Northwest that manufactures steel lattice towers from 115kV to 500 kV and provides other custom utility products such as substation structures, and hardware for Federal, State, Local, and Prime Contractors. Our closest direct competitor is in Kaufman Texas which has a larger capability by both steel output, manpower, and facility. The impact of the grant will financially support QB Fabrication & Welding contributing to having the state of art CNC machine equipment and becoming more competitive in winning contracts because lead times will be reduced. Automation is key to cost, minimizing human error, ability to processing more steel, and handle large projects at ease which QB Fabrication & Welding can work with large international companies such as Mitas for partnership in logistics in California. Clackamas County will benefit more skilled labor in the area, attract international clients who are coming to visit the facility including nearby attractions such as shops and restaurants. Most importantly, the community will have reassurance in times of natural disaster with power outages that QB Fabrication & Welding can support emergency restoration projects such as the wildfire in Clackamas in

September 2020, and the snowstorm in January 2024 in Lane County replacing the 4L Towers.

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.

4. For manufacturing-based businesses, must clearly demonstrate production capacity expansion and provide a measurable estimate. Another CNC anglemaster would increase the capacity by 50% and give QB Fabrication a total of 3 Anglemaster running. This would leverage during maintenance or troubleshooting issues with one of the other CNC machines. In addition, once the anglemaster is installed and programmed, the machine could operate 24/7 with a CNC Machine operator personnel.

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.

Between April-June 2025. The average timeline upon receipt takes between 3-5 months as orders are custom made. Also, a 9 normal 8 working hours days for startup and operator training.

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.

In the event Clackamas County is unable to provide the full amount of \$100,000 to contribute funding for the CNC Anglemaster, QB Fabrication & Welding can utilize the grant in rebuilding a brand-new website at an estimated total cost for \$24,800. This would include the website design, search engine optimization, enterprise chatbot software, and content management system integration. QB Fabrication & Welding current website is outdated and since the company does not have a marketing or sales department, a new website can leverage marketing efforts to help enable growth for the company in several ways. Search engine optimization can attract more potential customers by having QB Fabrication appearing at the top of search engines for any transmission towers, utility, or energy needs. A new website design will be able to include the latest technology features and design of the pages and layout, new photos and videos of QB's latest project, and update the content to convert more visitors into customers. The enterprise chatbot software is an artificial intelligence add-on to the website which will help visitors find what they need and provide them with information quickly and easy, and the company can custom tailor visitors if they are looking to get quotes, finding a job, or etc., that will give a dynamic experience while also helping QB team streamline communication efforts with prospect clients. Lastly, the content management system integration will help QB Fabrication in managing the digital content, protecting the website from security threats, it is also scalable which will help the company website to grow and adapt to changing needs, and it is centralized where a single dashboard can be managed. QB Fabrication intends to use the website and SEO marketing strategy effectively focusing on attracting clients in California and the Rocky Mountain states through AI.

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

Ivy Quach

Applicant Business Name: QB FABRICATION & WELDING 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
Anglemaster-HD 40' 0" System with standard equipment	1	EA	\$637,000	\$53,150	100%
Installation Assistance and Operator Training	1	EA	\$18,000	\$18,000	100%
Powered Material Advance	1	EA	\$10,800	\$10,800	100%
6 Ft. Infeed Extension	1	EA	\$1,200	\$1,200	100%
Hydraulic Tank Heater (Ambient temp. below 55°F)	1	EA	\$1,850	\$1,850	100%
SignoScript Scribing Unit	1	EA	\$15,000	\$15,000	100%
	TOTALS:			\$100,000	

Applicant Business Name: QB FABRICATION & WELDING 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
Website Design	1	EA	\$15,000	\$15,000	100%
Search Engine Optimization	1	EA	\$800	\$800	100%
enterprise chatbot software	1	EA	\$5,000	\$5,000	100%
Content management system (CMS) integration	1	EA	\$4000	\$4000	100%
TOTALS:				\$24,800	

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 **Miles Fiberglass & Composites, 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: <i>Jill Rundle</i>	Owner: <i>Lori Olund</i>
11401 SE Jennifer St Clackamas, OR 97015	11401 SE Jennifer St Clackamas, OR 97015
State of Oregon Business Registry Number:	070433-18

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 twenty-six thousand dollars (\$26,000.00). 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

Miles Fiberglass & Composites, Inc.

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

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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

Miles Fiberglass & Composites, Inc.

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

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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.

Miles Fiberglass & Composites, Inc.

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

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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 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:

Miles Fiberglass & Composites, Inc.

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

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

(Signature Page Follows)

Miles Fiberglass & Composites, 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

Miles Fiberglass & Composites, Inc.

Lori Olund

Lori Olund (Jan 17, 2025 11:00 PST)

By: _____

By: Lori Olund

Its: _____

Its: President

Dated: _____

Dated: 01/17/2025

Approved to Form

By: Amanda Kelly
County Counsel

Dated: 1/30/2025

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:

Miles Fiberglass & Composites, Inc.
11401 SE Jennifer St, Clackamas, OR 97015

GRANT AWARD AMOUNT:

\$26,000

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

Miles Fiberglass & Composites, Inc. is awarded a grant in the amount of \$26,000 to support a Capital Purchase, Production Expansion and Capacity project. Project activities and reported outcomes will occur at 11401 SE Jennifer St, Clackamas, OR. Grant funds will support the purchase and implementation of an Enterprise Resource Planning software system and its necessary accompanying hardware. The goals of this capital purchase are to enhance production capabilities, enhance operational efficiencies, increase production scale, and improve environmental sustainability.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Epicor ERP System	1	Each	\$79,500	\$79,500	\$20,000	\$59,500

Epicor Consultant	1	Each	\$30,000	\$30,000	\$6,000	\$24,000
Barcode Scanners for Shop Floor	6	Each	\$1,010	\$6,060	\$0	\$6,060
Computers for Shop Floor	6	Each	\$980	\$5,880	\$0	\$5,880
TOTALS:				\$121,440	\$26,000	\$95,440

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
- 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 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
- Environmental efficiency change (energy, waste, etc.)
- 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

jrundle@milesfiberglass.com

Full legal name of your business

Miles Fiberglass & Composites, Inc.

Business Website

www.milesfiberglass.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

070433-18

Incorporation date

1963-02-01

Corporate structure

Corporation (c-corp)

North American Industry Classification System (NAICS) code

326130

Industry name

Laminated Plastics Plate, Sheet

Full name of the business owner

Lori Olund

Name of applicant contact, if different from owner name

Jill Rundle

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

Controller

Business primary operations street address (current)

11401 SE Jennifer St

Business primary operations city (current)

Clackamas

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97015

Applicant contact phone number

5037757755

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.

Miles Fiberglass & Composites, Inc. is in need of an updated ERP system to enhance our efficiency in bidding, scheduling, and production. The new system will streamline operations, allowing us to complete jobs more cost-effectively. As our workforce becomes increasingly tech-savvy, it's crucial that we modernize our processes to stay competitive. We are seeking a grant of \$82,290 to support the implementation of this essential system.

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.

Miles Fiberglass & Composites, Inc. has faced increased regulatory, labor, insurance, and tax costs over the past two years, which have made capital improvements unobtainable. However, this grant will provide the necessary financial support to expand our production capabilities, enhance operational efficiency, and invest in new technologies. These improvements will enable us to not only meet customer expectations but also scale our operations to capture new market opportunities, positioning the company for sustainable growth. The expansion will play a pivotal role in our long-term strategy to increase market share, boost revenue, and create additional job opportunities, further solidifying our competitive position in the industry.

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

The implementation of an Enterprise Resource Planning (ERP) system, supported by the grant, will greatly enhance the growth and efficiency of our business. This system will integrate critical functions such as finance, supply chain, inventory, and customer management into one platform. By eliminating inefficiencies caused by manual workflows, we expect significant improvements in productivity and

decision-making, enabling us to scale operations more effectively. The ERP will provide real-time insights into market trends and operations, helping us respond quickly to customer needs and industry changes. This data-driven approach will improve product offerings, increase customer satisfaction, and strengthen our market position, potentially leading to an increased share in key markets. Financially, the system will allow for better forecasting, budgeting, and cost control, reducing financial risk and enhancing our stability during expansion. The broader community will also benefit, as our growth will create jobs and generate increased demand for local goods and services, contributing to the county's economic development. In addition, the ERP will support more sustainable practices by optimizing resource management and reducing waste. The new system will assist and enhance our tracking of our air emissions necessary for our Air Permit. This aligns with industry demands for sustainability and reinforces our commitment to environmental responsibility. In summary, the grant will enable us to grow more efficiently, improve competitiveness, and contribute to the local economy while fostering sustainable practices. We are confident this project will have lasting benefits for both our business and the community.

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. Retention of Existing Workers: • Improved Job Satisfaction: The ERP system automates repetitive tasks, reducing administrative work and allowing employees to focus on higher-value tasks, boosting satisfaction and retention. • Enhanced Training: With its user-friendly interface and training modules, employees will acquire new skills and feel more valued, strengthening their loyalty to the company. • Clearer Career Progression: Transparent data and performance tracking help management identify strengths and growth areas, providing clear career development opportunities and improving engagement. 2. Increased Production Efficiencies: • Streamlined Operations: Integrated modules for inventory, procurement, and production planning eliminate redundancies and bottlenecks, enabling smoother workflows and faster cycles. • Real-Time Data & Analytics: The system provides real-time insights for proactive decision-making, optimizing

resources, reducing downtime, and improving efficiency. • Automation: Automating tasks like order processing, inventory tracking, and financial reporting reduces errors, speeds up processes, and allows employees to focus on strategic tasks. • Increased Margins: Accurate production cost data helps improve profit margins, allowing for wage increases, better benefits, and additional hiring. 3. Demonstrated Capacity Expansion: • Scalability: The ERP system is designed to scale with production needs, supporting expansion without requiring significant new software investments. • Optimized Resource Utilization: The system improves capacity planning with accurate forecasting, ensuring optimal production levels without overextending resources. • Data-Driven Expansion: Comprehensive data tracking demonstrates increased production capacity, showcasing the company's ability to grow efficiently.

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.

6-9 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.

In response to a potential reduction in grant funding, we propose a scaled-down ERP system project focusing on essential financial and inventory management

modules, with a reduced hardware investment for the shop floor. While the full system would include advanced modules for HR, supply chain, and CRM, we will prioritize core functionalities critical for driving immediate economic growth and improving operational efficiency. By implementing the financial and inventory management modules, we will streamline accounting, automate financial reporting, and improve inventory tracking. These changes will reduce manual processes, minimize errors, and enable faster, more data-driven decisions, directly enhancing profitability and operational agility. Efficient inventory control will help reduce stockouts and excess inventory, optimizing resources and saving costs. Additionally, we will scale back on the necessary hardware on the shop floor, ensuring a more cost-effective implementation. This reduction will not affect the core functionality of the ERP system, as the focus remains on software improvements that directly impact business operations. This scaled-down approach will still enable significant economic growth by improving cash flow management, reducing operational costs, and allowing us to reinvest savings into other growth initiatives. With better financial oversight and inventory control, we will be positioned to scale operations, remain competitive, and meet customer demand more effectively. Though the scope is narrower, it will still have a direct impact on our business's efficiency, profitability, and ability to grow.

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

Lori Olund

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 checked="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
Epicor ERP System	1	each	79,500	39,750	39,750
Epicor Consultant	1	each	61,200	30,600	30,600
Barcode Scanners for Shop Floor	12	each	1,010	6,060	6,060
Computers for Shop Floor	12	each	980	5,880	5,880
TOTALS:				82,290	82,290

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 **Steve Locke Construction 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:
Michael McElroy	Steve Locke
State of Oregon Business Registry Number:	380909-99

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 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.

Locke Building Supply LLC

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

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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-six thousand dollars (\$26,000.00). 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:
 - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to RECIPIENT.

Locke Building Supply LLC

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- 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

Locke Building Supply LLC

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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.

Locke Building Supply LLC

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

Locke Building Supply LLC

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

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

- Exhibit C

(Signature Page Follows)

Locke Building Supply LLC

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

Steve Locke Construction Inc.


Steve Locke (Jan 21, 2025 17:23 PST)

By: _____

By: **Steve Locke** _____


Its: _____

Its: **Steve Locke** _____

Dated: _____

Dated: **01/21/2025** _____

Approved to Form

By:  _____
County Counsel

Dated: **1/30/2025** _____

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

Grant Award Information

BUSINESS RECIPIENT:

Steve Locke Construction Inc.
1105 NW Noble Drive, Estacada, OR 97023

GRANT AWARD AMOUNT:

\$26,000

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

Locke Building Supply LLC is awarded a grant in the amount of \$26,000 to support a Capital Purchase, Production Expansion and Capacity project. Project activities and reported outcomes will primarily occur at 1105 NW Noble Drive, Estacada, OR. Grant funds will support purchase of and/or upgrades to a new delivery truck. The goal of this capital purchase is to support increased production, expansion of sales into Idaho, and decrease emissions.

Budget

Line-Item Description	Quantity	Cost Basis	Rate or Unit Price	Total Cost	Grant Funds	Match Funds
Truck and Chassis Purchase	1	Each	\$120,000	\$120,000	\$26,000	\$94,000

Modification of truck and equipment	1	Each	\$80,000	\$80,000	\$0	\$80,000
TOTALS:				\$200,000	\$26,000	\$174,000

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
- Environmental efficiency change (energy, waste, etc.)
- Supply chain multiplier (change in local supply chain orders)

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

steve@stevlockeconstruction.com

Full legal name of your business

Locke Building Supply LLC

Business Website

WWW.Lockebuilding

Business DBA, if applicable

N/A

Employer Identification Number (EIN)

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

Oregon Secretary of State ID Number

1619731-94

Incorporation date

2019-12-30

Corporate structure

LLC, multiple members

North American Industry Classification System (NAICS) code

321992

Industry name

Prefabricated Wood Building Manufacturing

Full name of the business owner

Steven and Tiffany Locke

Name of applicant contact, if different from owner name

Same

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

President

Business primary operations street address (current)

1105 NW Noble Dr.

Business primary operations city (current)

Estacada

Business primary operations state (two letter abbreviated, current)

OR

Business primary operations zip code (current)

97023

Applicant contact phone number

503-819-8774

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.

We are looking to purchase a newer delivery truck with needed accessories and equipment that can be customized to meet the needs of our expanding business delivering building packages to our entire region. We have recently onboarded as a supplier for Home Depot and people are now able to purchase our building kits through Home Depot. We are beginning in Oregon and Washington and with the addition of this truck will be able to expand into Idaho. We are requesting a funds match of \$100,000 for our total capital expenditure of \$200,000 for the newer truck

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.

We are currently experiencing a higher demand for our building kit products outside of our normal area. We need to equip our business to meet the growing demand. We have increased sales of building kits by 90% over last year and we still have 2 months left in the year. We are finding it difficult to meet demand with our current equipment.

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

The new truck will have a longer bed and the engine is stronger which allows us to manage hills better. It will enable us to haul up to 40% more materials on a single delivery. It will enable us to remain competitive at distances further away from our Clackamas County based location. In addition, this is a newer truck which is more energy efficient, will save on fuel costs and is better for the environment.

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.

This expansion of equipment on day 1 will increase delivery efficiencies by 40% by allowing us to deliver more materials in a single trip, saving on fuel, labor, and wear and tear on vehicles. With our increase in kit sales, our vendors, many of whom are located in Clackamas County to include IWP, Precision Truss and Lumber, Metallion Industries, and Home Depot in Oregon City will directly benefit from our increase in sales as they will have an increase in orders from us. This increase will inevitably lead to more employment within the county.

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 funding is available we will be able to acquire, equip and implement the use of the new truck within 4 months of funding.

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.

If we are awarded the scaled down amount we will use it to acquire the truck and chassis and work towards modifying the truck, acquiring the need accessories and

equipment on our own. This would expand our time frame of acquisition to implementation by about 2-4 months.

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

Steve Locke

Applicant Business Name: Locke Building Supply LLC

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
Truck and Chassis Purchase	1	ea.	120000	60000	60000
modifications to truck and equipment	1	ea.	80000	40000	40000
TOTALS:			100,000	100,000	

Applicant Business Name: Locke Building Supply LLC

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
Truck and Chassis Purchase	1	Ea.	120,000	60,000	60,000
Modification of truck and equipment			80000	0	80000
TOTALS:				60,000	140,000

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 - Steve Locke Construction Inc. - OED Business Development Grant

Final Audit Report

2025-01-22

Created:	2025-01-21
By:	Julia McCotter (JMcCotter@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ILBOPUhekJUhpum96HHIDm0TsmR1Ku9

"Funding Agreement - Steve Locke Construction Inc. - OED Business Development Grant" History

-  Document created by Julia McCotter (JMcCotter@clackamas.us)
2025-01-21 - 4:07:31 PM GMT- IP address: 198.245.132.3
-  Document emailed to steve@stevlockeconstruction.com for signature
2025-01-21 - 4:11:58 PM GMT
-  Email viewed by steve@stevlockeconstruction.com
2025-01-21 - 4:17:27 PM GMT- IP address: 66.249.84.35
-  Signer steve@stevlockeconstruction.com entered name at signing as Steve Locke
2025-01-22 - 1:23:07 AM GMT- IP address: 69.58.131.39
-  Document e-signed by Steve Locke (steve@stevlockeconstruction.com)
Signature Date: 2025-01-22 - 1:23:09 AM GMT - Time Source: server- IP address: 69.58.131.39
-  Agreement completed.
2025-01-22 - 1:23:09 AM GMT