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**GRANT AGREEMENT  
BETWEEN YAMHILL COUNTY AND  
STRATEGIC ECONOMIC DEVELOPMENT CORPORATION (SEDCOR)**

**County:** Yamhill County  
**Provider:** Strategic Economic Development Corporation (SEDCOR)  
**Address:** 626 High Street NE, Suite 200, Salem, OR 97301  
**Phone Number:** (503) 588-6225  
**Contact:** Chad Freeman, President  
**Amount of Award:** \$60,000  
**Funding Period:** July 1, 2014 through June 30, 2017

This Agreement consists of this document and the following attachments:

**Attachment A:** Project Description, Scope of Services and Budget for Special Economic Development Services

**Attachment B:** SEDCOR Strategic Plan Summary

**Grant Objectives:**

Strategic Economic Development Corporation (hereinafter referred to as SEDCOR) shall conduct programs, projects, services, and activities related to the Federal Make it in America Grant and related business development, recruitment, retention, and expansion activities within both incorporated and unincorporated areas in Yamhill County.

**Grant Activities:**

SEDCOR shall use grant funds as described in Designation of Grant Funds (Attachment A), and activities incidental thereto as SEDCOR in good faith deems appropriate, and consistent with such activities.

**1. Use of Funds:** SEDCOR shall use grant funds for activities described in Attachment A.

**2. Payment of Funds:** Yamhill County shall pay to SEDCOR grant funds directed toward operational expenses for the activities described in Attachment A (the "Grant Funds"). The Grant Funds will be paid in the total sum of \$60,000 in three annual payments of \$20,000, . The first payment shall be within fifteen days of the execution of this Agreement. The second and third payments shall be made by July 1, 2015 and July 1, 2016, respectively.

**3. Quarterly Reports:** SEDCOR shall present written quarterly progress reports to Yamhill County's Board of County Commissioners (the "Commissioners) regarding the outcomes of grant funded activities and the use of Yamhill County funds under this Agreement. Reports shall be made to the Commissioners on a quarterly basis within 30 days following the end of the quarter. Reports will include metrics and reporting on the number of employers consulted with and possible projects at that time. SEDCOR and Yamhill County will have quarterly in-person meetings to identify specific concerns or areas of opportunity. Furthermore, subject to Section 4, quarterly reports shall also include detailed but aggregated confidential information gathered by SEDCOR in the

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performance of its services under Attachment A, including but not limited to detailed information gathered from Regional manufacturing companies pursuant to Section 6.c. of Attachment A.

**4. Confidentiality:** Yamhill County acknowledges that in the course of the performance of this Agreement, SEDCOR will learn certain confidential and trade secret information from companies and individuals. Yamhill County acknowledges that SEDCOR will not divulge any confidential and trade secret information that SEDCOR has obtained without written consent of the holder of that information. SEDCOR acknowledges that Yamhill County will not provide additional funding outside the scope of this Agreement to companies or programs that have not shared with Yamhill County all information necessary for the County to complete a thorough review of any project, program or company.

**5. Independent Contractor:** SEDCOR represents and warrants that it: (i) is not an employee of Yamhill County, Oregon; (ii) is not currently employed by the Federal Government. SEDCOR is not an "officer", "employee", or "agent" of Yamhill County.

**6. Compliance with Laws:** SEDCOR agrees to shall comply with all applicable federal and state statutes, rules, and regulations and all applicable local laws and ordinances for activities conducted under this Agreement. SEDCOR shall maintain all licenses, certificates, authorizations, and other approvals required by applicable law to perform the activities described within this Agreement.

**7. Integration:** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. No understandings, agreements, or representation, oral or written, exist if not specified herein. As to any party to this Agreement, the undersigned for each party acknowledges that each is duly authorized to execute this Agreement on behalf of that entity. SEDCOR and Yamhill County by signature of their authorized representative, hereby acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**8. Liquidated Damages:** The parties recite and acknowledge that if either party materially breaches this Agreement, they would suffer damages, but the damages to them would be difficult to calculate with reasonable certainty. Therefore, as liquidated damages, and not as a penalty, the parties agree that in the event that a party to this Agreement terminates this Agreement but fails to do so pursuant to Paragraph 11 or otherwise materially breaches this Agreement, the violating party shall pay to the non-violating party \$20,000.00. SEDCOR agrees to waive this Paragraph 8 in the event that Yamhill County has met its Payment Obligations contained in Paragraph 2 of this Agreement. The parties hereby recite and agree that such amount is a reasonable estimate of either party's damages arising from such conduct.

**9. Litigation or Settlement of Disputes:** Any and all claims of any nature between SEDCOR and Yamhill County, shall be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, any and all disputes or claims which arise out of or which relate to this Agreement or any alleged breach of this Agreement, or which arise out of are based upon the professional relationship. Any claim subject to arbitration shall be submitted to arbitration by following the rules of the Arbitration Service of Portland that are in effect at that time. Notwithstanding those rules, the parties shall be entitled to the same discovery procedures which they would receive if the action had

been submitted to the courts of the State of Oregon. With regard to discovery in such arbitration proceeding, the parties agree to appear for deposition at their own expense in Salem, Oregon at such time mutually agreed upon by the parties. The arbitration award may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own attorney fees and all costs of the mediation and arbitration shall be split equally between the parties irrespective of who is the prevailing party.

**10. Modification:** No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties thereto arising out of or effecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the party to be charged therewith.

**11. Termination:** Except as otherwise provided herein, this Agreement shall terminate on June 30, 2017, except that SEDCOR shall provide its final report pursuant to this Agreement by September 30, 2017. This Agreement may be terminated by SEDCOR with thirty days' notice to Yamhill County in the event that the Mid-Willamette Valley Council of Governments terminates its agreement with SEDCOR providing grant money for the Make it in America Challenge and as documented by an agreement between the parties and dated on or about February 19, 2014. Provided, however, in the event SEDCOR terminates this Agreement as provided herein, effective as of the date of notice of termination, Yamhill County shall have no further payment obligations under Section 2 of this Agreement.

**SIGNATURES:**

**Strategic Economic Development Corporation (SEDCOR)**

Name and Title: Theresa Haskins, Chair

Signature: Theresa Haskins

Date: July 15, 2014

**Yamhill County**

Name and Title: Allen Springer, Chair, Board of Commissioners

Signature: Allen Springer

Date: 7-24-14

Approved As To Form  
Christian Boenisch  
by  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
7-24-14 by Board Order  
# 14-431

**Attachment A**

**Project Description, Scope of Services and Budget for Special Economic Development Services**

**SERVICES:**

SEDCOR will perform the listed services to increase business success and achieve additional job growth among Yamhill County businesses.

1. Assist with supply chain market research - Specific activities include:
  - a. Scheduling and conducting interviews with a minimum of 50 manufacturing companies in Marion, Polk and Yamhill Counties (hereinafter the "**Region**" or "**Regional**") for initial interviews. SEDCOR agrees that approximately twenty-five percent (25%) of those Regional manufacturing firms will be located in Yamhill County
  - b. Maintain ongoing relationships with manufacturing firms, to further explore supply chain opportunities and connect firms with Regional resources to add jobs.
  - c. Schedule and conduct 4 focus groups with Regional industry partners.
  - d. Review and comment on the supply chain market research findings to be supplied by a consultant selected by SEDCOR.
  - e. The supply chain research is intended to identify gaps in the supply chain, similarities that Regional businesses have, and work to connect them with resources they need to expand (connections with new markets, financing, workforce, etc.)
  
2. Development of a manufacturing sector support team, Specific activities include:
  - a. Convene a Manufacturing Support Team (MST) made up of Regional experts in key fields (e.g. workforce development, banking/finance, small business development, permitting/land use, infrastructure development, business incentives, exporting assistance, lean manufacturing assistance, energy efficiency, research and development, minority owned businesses) needed to support area manufacturers.
  - b. Facilitate and organize a minimum of 6 MST meetings.
  - c. The purpose of the MST will be to identify resources within Yamhill County, Regionally, and throughout the State of Oregon and identify how these resources can be used to help manufacturing firms in the Region.
  
3. Develop updated business outreach materials.
  - a. Business outreach materials will include information on state and Yamhill County programs
  - b. Share information with targeted manufacturing firms both in Yamhill county and the Region
  - c. Participate in Business Oregon business recruitment efforts
  - d. Outreach materials are intended to highlight resources (incentives, financing etc) available for manufacturing firms interested in expanding into the Region. This will support the direct visits with firms in the Region.
  
4. Performance of outreach to target industries – Specific activities include:
  - a. Consult a minimum of 30 Regional manufacturing companies and provide assistance with business development needs including small business financing and export

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- opportunities. At least twenty-five percent (25%) of these Regional manufacturing companies will be located in Yamhill County.
- b. Investigate Regional reshoring opportunities with a minimum of 5 manufacturing companies.
  - c. Target business recruitment outreach to fill supply chain gaps and attract new foreign direct investment to the Region.
  - d. Work with Select USA services and identify businesses interested in exploring the "Total Cost of Business" Tool.
  - e. Coordinate with Oregon Manufacturing Extension Program (OMEP) on technical assistance opportunities for small and medium manufacturers.
5. Facilitate the creation of a collaborative and innovative manufacturing culture - Executive Leadership Forums Specific activities include:
- a. Conduct 6 Regional manufacturing forums on innovation and leadership skills.
  - b. Coordinate leadership training with Job Growers Inc. and OMEP.
  - c. Leadership forums intended to build understanding and industry connections within the Region to grow more business opportunities
6. Participate in the Executive Leadership Team (ELT), which is anticipated to meet monthly during the first 6 months of this Agreement to ensure the implementation of the goals set forth herein is on schedule and all organizations involved thereon are functioning as a team.
- a. Working with the Mid- Willamette Valley Council of Governments develop a County and Region-wide Supply Chain analysis, which includes detailed interviews of manufacturing firms, specific quantitative analysis of the report and presentation of the findings.
    - i. OUTCOME: Supply chain analysis detailing findings of manufacturers and supply chain opportunities in the Region.
    - ii. Outcome: Identify potential market gaps in supply chains that may help Regional and Yamhill County companies expand, or find new companies who can fill these gaps in the Region.
  - b. SEDCOR will identify economic development resources available to manufacturing firms and facilitate creation of marketing material which identify and connect companies to these resources.
  - c. The Business Retention and Expansion manager will meet with Regional manufacturing companies over the three-year period to help the companies expand their workforce. This will entail detailed and confidential conversations relating to obstacles to employment expansion, identifying resources to help manufacturing firms be successful, as well as working to connect firms with new opportunities.
  - d. SEDCOR will host and make available multiple forums in the Region to help manufacturing firms identify resources available to them.
7. SEDCOR will facilitate the identification and assessment of critical challenges related to implementation and readiness of potential sites in Yamhill County to become Certified Project Ready Industrial sites. SEDCOR will present appropriate recommendations regarding industrial lands and employment land use.
- a. The purpose of identifying shovel-ready and available land and buildings in the Region is to easily identify suitable sites for business expansion in the area.

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