

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
STRATEGIC INVESTMENT GRANT FY19-02**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Berger International**, an Oregon LLC, located at 16720 SW Bellevue Highway, McMinnville, OR 97128 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-290).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of building upgrade, equipment purchase, freight, and installation**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$64,600.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$450,000.00** ("Recipient Match"). Eligible costs for this Project include building upgrade, equipment purchase, freight, and installation, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.
2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - **Quarter 1: 10/01/19-12/31/2019**
  - **Quarter 2: 01/01/20-03/30/20**
  - **Quarter 3: 04/01/20-06/30/20**
  - **Quarter 4: 07/01/20-09/30/20**
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Becky Berger, PO Box 1359, Hillsboro, OR 97123; telephone: 503-209-5449; email: becky@bergerseed.com** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
  - a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

(10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.

b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.

c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.

2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

**RECIPIENT**

By: 

Print Name: Becky Berger

Title: co-owner

Date: 09/23/2019

Tax ID # 47-3284783

**APPROVED AS TO FORM:**



Christian Boenisch  
County Counsel

## EXHIBIT A

### Agreement No. 19-02

#### Project Name: Combination Hemp/Hazelnut Processing Line

##### **A. PROJECT DESCRIPTION**

We are creating an innovative combined hazelnut/hemp cleaning and drying line using the same equipment for both. There is not enough capacity in Yamhill County to clean and dry both the new hazelnuts and increased hemp production in this area. There has been 50k of new hazelnut acres planted in the last 5 years and 53k+ acres of hemp planted this year in Oregon. We will need to meet the increased demand for processing these crops and we'd like to do that locally. We could also process other grower's hemp/hazelnuts, as well, allowing this type of processing to be kept within Yamhill County.

##### **B. PROJECT KEY MILESTONES AND SCHEDULE**

###### **Quarter 1 (October 1 – December 31, 2019)**

- Design space and system specifics
- Remodel building to meet requirements of expansion

###### **Quarter 2 (January 1 – March 30, 2020)**

- Install washing and drying equipment

###### **Quarter 3 (April 1 – June 30, 2020)**

- None

###### **Quarter 4 (July 1 – September 30, 2020)**

- Clean and dry 1st hazelnut and hemp crops

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

Grantee:		Grant Amount:
Applicable Criteria:	Grant Reporting Period: <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
Report Completed By:	Anticipated Completion Date: Check if this is your final report <input type="checkbox"/>	
<p>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</p> <p>Milestones: As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</p> <p>Activities: Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</p>		
<b>Report Quarter 1</b>		
Grant Milestones:	Reported Activities:	Check if amended <input type="checkbox"/>
<b>Report Quarter 2</b>		
Grant Milestones:	Reported Activities:	Check if amended <input type="checkbox"/>
<b>Report Quarter 3</b>		
Grant Milestones:	Reported Activities:	Check if amended <input type="checkbox"/>
<b>Report Quarter 4</b>		
Grant Milestones:	Reported Activities:	Check if amended <input type="checkbox"/>
By submitting this report you certify it is true and accurate		
Certified by:	Submitted Date:	
Reviewed by:	Date:	

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
STRATEGIC INVESTMENT GRANT FY19-03**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Mac Market**, an Oregon LLC, located at 1140 NE Alpine Avenue, McMinnville, OR 97128 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-291).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project construction and equipment purchase**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$64,600.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$1,600,000.00** ("Recipient Match"). Eligible costs for this Project include construction and equipment purchase, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.
2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - **Quarter 1: 10/01/19-12/31/2019**
  - **Quarter 2: 01/01/20-03/30/20**
  - **Quarter 3: 04/01/20-06/30/20**
  - **Quarter 4: 07/01/20-09/30/20**
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Diana Riggs, 241 NW 15<sup>th</sup> Street, McMinnville, OR 97128; telephone: 402-889-7010; email: diana@macmkt.com** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

#### 17. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
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  - b. Withholding of unexpended funds, if any;
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  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

(10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.

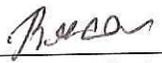
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.
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    - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
    - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
  3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
    - a. County fails to make payments due under this Agreement, or
    - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
  4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
  6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
  7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/20/19

**RECIPIENT**

By: Diana Riggs

Print Name: 

Title: Owner

Date: Sept 20, 2019

**Tax ID # 82-5024417**

APPROVED AS TO FORM:

  
Christian Boenisch  
County Counsel

## EXHIBIT A

### Agreement No. 19-03

#### Project Name: Mac Market Phase IV: Collaborative Kitchen

#### **A. PROJECT DESCRIPTION**

Housed in a historic building in McMinnville's developing Urban Renewal "craft" district, Mac Market is a collaborative food, drink, and community gathering space. The 10,000 sq. ft industrial warehouse includes a food cart patio, wine, beer, and cocktail tasting bars, small and large event/meeting spaces, a commissary kitchen, pop-up retail, bicycle rentals, and a vacation rental. Our mission is to grow the regional food and drink scene by supporting its makers and create an experiential marketplace for locals and tourists to experience new flavors and learn the stories behind them.

#### **B. PROJECT KEY MILESTONES AND SCHEDULE**

##### **Quarter 1 (October 1 – December 31, 2019)**

- Complete commissary kitchen construction
- Purchase equipment for commissary kitchen
- Purchase food cart and equipment
- Complete construction of 5 pop-up carts

##### **Quarter 2 (January 1 – March 30, 2020)**

- None

##### **Quarter 3 (April 1 – June 30, 2020)**

- None

##### **Quarter 4 (July 1 – September 30, 2020)**

- None

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

<b>Grantee:</b>		<b>Grant Amount:</b>
<b>Applicable Criteria:</b>	<b>Grant Reporting Period:</b> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
<b>Report Completed By:</b>	<b>Anticipated Completion Date:</b> Check if this is your final report <input type="checkbox"/>	
<p><b>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</b></p> <p><b>Milestones: As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</b></p> <p><b>Activities: Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</b></p>		
<b>Report Quarter 1</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 2</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 3</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 4</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
By submitting this report you certify it is true and accurate  <b>Certified by:</b>		<b>Submitted Date:</b>
<b>Reviewed by:</b>	<b>Date:</b>	

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
STRATEGIC INVESTMENT GRANT FY19-01**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **the City of Willamina**, an Oregon municipality, located at 411 NE C Street, Willamina, OR 97396 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-289).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project staff salaries, wages and materials, referred to herein as the "Project"**, as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$20,674.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$2,297.00** ("Recipient Match"). Eligible costs for this Project include project staff salaries, wages, and materials, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.
2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - Quarter 1: 10/01/19-12/31/2019
  - Quarter 2: 01/01/20-03/30/20
  - Quarter 3: 04/01/20-06/30/20
  - Quarter 4: 07/01/20-09/30/20
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Kenna West, 411 NE C Street, Willamina, OR 97396; telephone: 971-222-5208; email: westk@ci.willamina.or.us** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
  - a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

- (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.
  - c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
    - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
    - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
  3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
    - a. County fails to make payments due under this Agreement, or
    - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
  4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
  6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
  7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

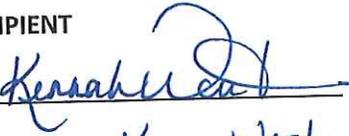
COUNTY

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

RECIPIENT

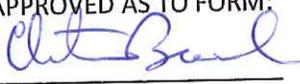
By:   
Print Name: Kenna West

Title: City Manager

Date: 9/16/2019

Tax ID # 93-6002281

APPROVED AS TO FORM:



Christian Boenisch  
County Counsel

## EXHIBIT A

Agreement No. 19-01

Project Name: Willamina Development Code Update

### A. PROJECT DESCRIPTION

This project involves a substantial revision of the City's Development Code to encourage housing and economic development opportunities in the City and entire region. Code updates include options for vitally necessary workforce housing (providing affordable homes for employees of industries throughout the County) as well as Commercial & Main Street zone updates to encourage business and industry expansion in, and relocation to, the City of Willamina.

### B. PROJECT KEY MILESTONES AND SCHEDULE

#### **Quarter 1 (October 1 – December 31, 2019)**

- Create a new mixed-use zone including business incubator activities for the Community Campus; Two meetings with the Community Campus Board; Planning Commission Work Sessions; Joint Planning Commission and City Council Work Sessions; GIS Mapping; and preparation of draft code language
- Create commercial zone amendments, including a Main Street Overlay for mixed used commercial/residential; Planning Commission Work Sessions; Joint Planning Commission and City Council Work Session; GIS Mapping; and preparation of draft code language.

#### **Quarter 2 (January 1 – March 30, 2020)**

- Housing amendments including cottage clusters, accessory dwelling units, reduced lot sizes, and reduced footprint homes; Planning Commission Work Sessions; Joint Planning Commission and City Council Work Session; and preparation of draft code language.

#### **Quarter 3 (April 1 – June 30, 2020)**

- Legislative amendment process including hearing notices, staff reports, DLCD notice, Planning Commission hearing, City Council hearing, code formatting, and decision notice.

#### **Quarter 4 (July 1 – September 30, 2020)**

- None

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

<b>Grantee:</b>		<b>Grant Amount:</b>
<b>Applicable Criteria:</b>	<b>Grant Reporting Period:</b> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
<b>Report Completed By:</b>	<b>Anticipated Completion Date:</b> Check if this is your final report <input type="checkbox"/>	
<p><b>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</b></p> <p><b>Milestones:</b> As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</p> <p><b>Activities:</b> Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</p>		
<b>Grant Milestones:</b>	<b>Report Quarter 1 Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Grant Milestones:</b>	<b>Report Quarter 2 Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Grant Milestones:</b>	<b>Report Quarter 3 Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Grant Milestones:</b>	<b>Report Quarter 4 Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
By submitting this report you certify it is true and accurate		
<b>Certified by:</b>	<b>Submitted Date:</b>	
<b>Reviewed by:</b>	<b>Date:</b>	

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <span style="font-size: 1.2em; color: blue;">City of Willamuna</span>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input checked="" type="checkbox"/> Other (see instructions) ▶ <span style="color: blue;">municipality</span>	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <span style="font-size: 1.2em; color: blue;">411 NEC Street</span>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <span style="font-size: 1.2em; color: blue;">Willamuna, OR 97396</span>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
9	3	-	6	0	0	2	2	8	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <span style="font-size: 1.2em; color: blue;">Dyanah U D</span>	Date ▶ <span style="font-size: 1.2em; color: blue;">9/16/2019</span>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
SMALL GRANT FY19-08**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Carlton and Coast Tavern**, an Oregon LLC, located at 325 W Main Street, Carlton, OR 97111 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-296).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project equipment purchase**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$10,000.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$7,000.00** ("Recipient Match"). Eligible costs for this Project include project equipment purchase, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

**II. RECIPIENT OBLIGATIONS**

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.

2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - **Quarter 1: 10/01/19-12/31/2019**
  - **Quarter 2: 01/01/20-03/30/20**
  - **Quarter 3: 04/01/20-06/30/20**
  - **Quarter 4: 07/01/20-09/30/20**
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Shannon Thorson, 1135 NE 4<sup>th</sup> Street, McMinnville, OR 97128; telephone: 503-550-3916; email: shthorson@gmail.com** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.
3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if

Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:

- a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
- a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.
  - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.

- c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity,

including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

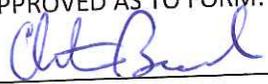
**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

APPROVED AS TO FORM:

  
Christian Boenisch  
County Counsel

**RECIPIENT**

By: 

Print Name: Shannon Thorsen

Title: mg. member

Date: 9-24-19

Tax ID # 81-3858141

\* Please refer to  
email correspondence  
regarding grat fund  
use

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <span style="font-size: 1.2em; font-family: cursive;">Carlton + Coast Tavern LLC</span>	
<b>2</b> Business name/disregarded entity name, if different from above <span style="font-size: 1.2em; font-family: cursive;">Carlton + Coast Tavern</span>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <span style="font-family: cursive;">P</span> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <span style="font-size: 1.2em; font-family: cursive;">1135 NE 4th</span>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <span style="font-size: 1.2em; font-family: cursive;">McMinnville, OR 97128</span>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>
<b>or</b>
<b>Employer identification number</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <span style="font-size: 1.2em; font-family: cursive;">9-24-19</span>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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### Purpose of Form

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- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
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- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
SMALL GRANT FY19-07**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Chehalem Center Association**, an Oregon 501(c)(3) organization, located at 415 E. Sheridan Street, Newberg, OR 97132 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-295).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project staff salaries and wages**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$10,000.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$141,895.00** ("Recipient Match"). Eligible costs for this Project include project staff salaries and wages, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
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  - **Quarter 1: 10/01/19-12/31/2019**
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7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Sean Andries, 415 E. Sheridan Street, Newberg, OR 97132; telephone: 503-487-6883; email: director@chehalemculturalcenter.org** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
  - a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

- (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.
- b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.
  - c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
    - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
    - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
  3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
    - a. County fails to make payments due under this Agreement, or
    - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
  4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
  6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
  7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

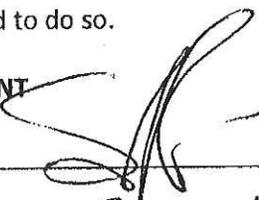
**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

**RECIPIENT**

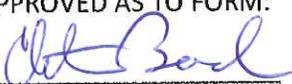
By:   
Print Name: SEAN ANNES

Title: EXECUTIVE DIRECTOR

Date: 9.20.19

Tax ID # 20-3569580

**APPROVED AS TO FORM:**

  
Christian Boenisch  
County Counsel

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
SMALL GRANT FY19-04**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Chehalem Valley Chamber of Commerce**, an Oregon 501(c)(6) organization, located at 2119 Portland Road, Newberg, OR 97132 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-292).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project staff salaries and wages**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$10,000.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$13,300.00** ("Recipient Match"). Eligible costs for this Project include project staff salaries and benefits, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.
2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - **Quarter 1: 10/01/19-12/31/2019**
  - **Quarter 2: 01/01/20-03/30/20**
  - **Quarter 3: 04/01/20-06/30/20**
  - **Quarter 4: 07/01/20-09/30/20**
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Shannon Buckmaster, 2119 Portland Road, Newberg, OR 97132; telephone: 503-538-2014; email: shannon@chehalemvalley.org** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
  - a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

(10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.

b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.

c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.

2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

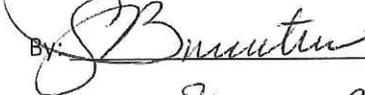
**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

**RECIPIENT**

By:   
Print Name: Shannon Buckmaster

Title: CEO

Date: 9/16/2019

Tax ID # 93-0235323

**APPROVED AS TO FORM:**

  
Christian Boenisch  
County Counsel

## EXHIBIT A

### Agreement No. 19-04

#### Project Name: Chehalem Valley Spotlight

#### **A. PROJECT DESCRIPTION**

The Chehalem Valley Chamber of Commerce (CVCC) will arrange for the production and distribution of 12 marketing videos, featuring different traded sector companies operating throughout Yamhill County, to enhance the perception of traded sector career opportunities, fill vacant positions and recruit a younger, motivated workforce for local companies that offer living-wage careers.

#### **B. PROJECT KEY MILESTONES AND SCHEDULE**

##### **Quarter 1 (October 1 – December 31, 2019)**

- Company itinerary, storyboards and filming schedule created
- Filming and editing traded sector marketing videos

##### **Quarter 2 (January 1 – March 30, 2020)**

- Filming and editing traded sector marketing videos

##### **Quarter 3 (April 1 – June 30, 2020)**

- Filming and editing traded sector marketing videos

##### **Quarter 4 (July 1 – September 30, 2020)**

- Video releases to CVCC members and area businesses via CVCC website and social media sites, files given to participating companies for internal use and recruitment
- Videos shared with regional educational organizations and strategic, including Newberg Public Schools, Portland Community College and Chemeketa Community College, MEDP

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

<b>Grantee:</b>		<b>Grant Amount:</b>
<b>Applicable Criteria:</b>	<b>Grant Reporting Period:</b> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
<b>Report Completed By:</b>	<b>Anticipated Completion Date:</b> Check if this is your final report <input type="checkbox"/>	
<p>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</p> <p><b>Milestones:</b> As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</p> <p><b>Activities:</b> Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</p>		
<b>Report Quarter 1</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 2</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 3</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 4</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
By submitting this report you certify it is true and accurate		
<b>Certified by:</b>	<b>Submitted Date:</b>	
<b>Reviewed by:</b>	<b>Date:</b>	

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Chehalem Valley Chamber of Commerce</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Non-Profit 501 c-6</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2119 Portland Rd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Newberg, OR 97132</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	3		0	2	3	5	3	2	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>9/16/2019</u>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
SMALL GRANT FY19-05**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Flag & Wire Coffee Company**, an Oregon LLC, located at 755 NE Alpine Avenue, Suite 100, McMinnville, OR 97128 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-293).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of project equipment purchase**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$10,000.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$54,000.00** ("Recipient Match"). Eligible costs for this Project include project equipment purchase, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

**II. RECIPIENT OBLIGATIONS**

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.

2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - Quarter 1: 10/01/19-12/31/2019
  - Quarter 2: 01/01/20-03/30/20
  - Quarter 3: 04/01/20-06/30/20
  - Quarter 4: 07/01/20-09/30/20
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Nick Walton, 755 NE Alpine Avenue, Suite 100, McMinnville, OR 97128; telephone: 503-453-4506; email: nick@flagandwire.com** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.
3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if

Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:

- a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
- a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.
  - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.

- c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity,

including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

**RECIPIENT**

By: 

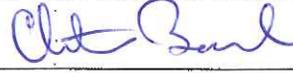
Print Name: Nick Walton

Title: Owner

Date: 9/16/19

Tax ID # 37-1577959

**APPROVED AS TO FORM:**



Christian Boenisch  
County Counsel

**EXHIBIT A**

**Agreement No. 19-05**

**Project Name: Clean Roasting Project**

**A. PROJECT DESCRIPTION**

Our business is expanding and we're in need of several pieces of new equipment including an effluent scrubber.

**B. PROJECT KEY MILESTONES AND SCHEDULE**

**Quarter 1 (October 1 – December 31, 2019)**

- Roaster purchase
- VortX purchase
- Installation (HVAC and electrical)

**Quarter 2 (January 1 – March 30, 2020)**

- None

**Quarter 3 (April 1 – June 30, 2020)**

- None

**Quarter 4 (July 1 – September 30, 2020)**

- None

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

<b>Grantee:</b>		<b>Grant Amount:</b>	
<b>Applicable Criteria:</b>		<b>Grant Reporting Period:</b> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
<b>Report Completed By:</b>		<b>Anticipated Completion Date:</b> <div style="text-align: right;">Check if this is your final report <input type="checkbox"/></div>	
<p><b>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</b></p> <p><b>Milestones:</b> As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</p> <p><b>Activities:</b> Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</p>			
<b>Report Quarter 1</b>			
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>	
<b>Report Quarter 2</b>			
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>	
<b>Report Quarter 3</b>			
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>	
<b>Report Quarter 4</b>			
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>	
By submitting this report you certify it is true and accurate			
<b>Certified by:</b>		<b>Submitted Date:</b>	
<b>Reviewed by:</b>		<b>Date:</b>	

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Nicholas Andrew Walton**

2 Business name/disregarded entity name, if different from above  
**Flag & Wire Coffee**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**755 NE Alpine Avenue, Suite 100**

6 City, state, and ZIP code  
**McMinnville, Oregon, 97128**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

3	7	-	1	5	7	7	9	5	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person:      Date ▶ **09/16/2019**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**YAMHILL COUNTY FY2019 ECONOMIC DEVELOPMENT GRANT AGREEMENT  
SMALL GRANT FY19-06**

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THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Visit McMinnville**, an Oregon 501(c)(3) organization, located at 328 NE Davis Street, #1, McMinnville, OR 97128 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

1. By the authority granted in ORS 461.547, County has established an Economic Development Grant program ("Program") for the purpose of financing grants to public and private entities to fund economic development projects that further the public purposes described in ORS 461.540.
2. County has received and reviewed Recipient's application for Program funds and County approved Recipient's application at its formal session on August 15, 2019 (B.O. 19-294).
3. The County has set specific conditions for receipt of Program funds and the inability of Recipient to meet these conditions may result in a loss of Program funding. The receipt and use of Program funding under this Agreement by Recipient is subject to conditions contained herein and in the Program application.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Program funds **for the purpose of marketing and promotion digital content development**, referred to herein as the "Project", as further described in Recipient's Application, which is attached hereto as Exhibit A and incorporated herein by this reference.
2. The total amount of Program funds awarded to Recipient is **\$10,000.00** ("Grant Funds"). Recipient also agrees that Recipient is providing a match amount of **\$4,000.00** ("Recipient Match"). Eligible costs for this Project include project marketing and promotion digital content development, and County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County. This grant reporting period begin on **September 26, 2019**.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by county staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in Exhibit A and comply with all Program requirements.
2. Recipient shall submit to County for review and approval quarterly progress reports on Project milestones outlined herein and in Exhibit A. Recipient will use the expenditure form provided by the county to itemize expenditures and provide a breakdown of Grant Funds expended and dollars remaining, if any.
3. The quarterly progress report will consist of two documents provided by the county: a quarterly report form outlining milestones and a quarterly expenditure report, which are attached hereto as Exhibit B and incorporated herein by this reference and shall be submitted according to the following schedule:
  - **Quarter 1: 10/01/19-12/31/2019**
  - **Quarter 2: 01/01/20-03/30/20**
  - **Quarter 3: 04/01/20-06/30/20**
  - **Quarter 4: 07/01/20-09/30/20**
4. Any changes to Project scope as detailed in Exhibit A or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
5. As part of Recipient's quarterly report Recipient shall include details identifying the number of jobs created or retained to date, both during and after Project completion, as a direct result of this Project. The report must also include a correlation to the number of jobs projected in Recipient's application. This report must also include data that measures Project's success as described in the Program application.
6. Recipient must comply with ORS 280.518, which requires any economic development program financed with proceeds from the Oregon state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. Recipient shall provide proof to County that Recipient has displayed a sign or specified in its program information that Project is financed with proceeds from the Oregon state lottery. County will provide the applicant with the sign.
7. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
8. The Recipient Match, if applicable, must be available and committed for the duration of Project. Recipient shall provide this documentation to County upon request.
9. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all

regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."
11. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
14. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
15. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
16. Recipient's Project Manager is **Carr Biggerstaff, 328 NE Davis Street, #1, McMinnville, OR 97128; telephone: 503-680-1780; email: carr@chehalemvia.org** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon receipt by County of lottery funds sufficient to fund the Project. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of Program funds as determined by County in its sole discretion.
2. Each disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with Program requirements terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Program. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with Program requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
  - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
  - b. Other Program or statutory requirements have not been met;
  - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient's application and documents provided to County prior to the execution of the Agreement;
  - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
  - e. Key milestones shown in Project schedule are delayed by more than ninety (90) days without prior County Approval; or
  - f. Failure to submit quarterly progress reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
  - a. Revocation of this grant award;
  - b. Withholding of unexpended funds, if any;
  - c. The return of unexpended funds or repayment of expended funds;
  - d. The barring of Recipient from applying for future assistance; or
  - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7. County's Program manager is Carrie Martin, 434 NE Evans, McMinnville, OR 97128, 503-474-4991, [martinc@co.yamhill.or.us](mailto:martinc@co.yamhill.or.us), or assigned designee upon individual's absence.

#### **IV. GENERAL PROVISIONS**

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten

(10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.

b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.

c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.

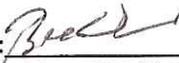
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in the Program application and documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in the application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim

must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached Exhibit A will control over Project application and documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

**COUNTY**

By:   
Richard "Rick" Olson

Title: Chair, Board of Commissioners

Date: 9/26/19

**RECIPIENT**

By:   
Print Name: JEFF KNAPP

Title: Executive Director

Date: 9/20/19

Tax ID # 47-4223651

**APPROVED AS TO FORM:**

  
Christian Boenisch  
County Counsel

7  
Accepted by Yamhill County  
Board of Commissioners on  
9/26/19 by Board Order  
# 19-371

## EXHIBIT A

### Agreement No. 19-06

#### Project Name: Promoting Tourism in Yamhill County

#### **A. PROJECT DESCRIPTION**

The Yamhill County Tourism Partnership (YCTP) will promote tourism in the county by ensuring that high-quality digital content is available for marketing. Existing content will be collected and inventoried, and new content will be commissioned. Stronger ties will be established with the Willamette Valley Visitors Association (WVVA), our Regional Destination Marketing Organization (RDMO), to encourage increased marketing of the county as a tourist destination.

#### **B. PROJECT KEY MILESTONES AND SCHEDULE**

##### **Quarter 1 (October 1 – December 31, 2019)**

- Inventory available digital assets, identify and prioritize needs
- Populate/update content library
- Select contractor(s)

##### **Quarter 2 (January 1 – March 30, 2020)**

- Collect and inventory existing content
- Populate/update content library
- Create new content

##### **Quarter 3 (April 1 – June 30, 2020)**

- Collect and inventory existing content
- Populate/update content library
- Create new content

##### **Quarter 4 (July 1 – September 30, 2020)**

- Evaluate project at completion

**EXHIBIT B**

**Yamhill County FY2019 Economic Development Grant Program  
Quarterly Grant Report**

<b>Grantee:</b>		<b>Grant Amount:</b>
<b>Applicable Criteria:</b>	<b>Grant Reporting Period:</b> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4	
<b>Report Completed By:</b>	<b>Anticipated Completion Date:</b> Check if this is your final report <input type="checkbox"/>	
<p>This is a cumulative report. After initial submission, each reporting period narrative will be added to previously provided material.</p> <p><b>Milestones:</b> As indicated from the SIF Grant Application. If a milestone is amended place a "N/A" next to the milestone and mark the amended box. Mark new milestones with an asterisk *</p> <p><b>Activities:</b> Provide a brief narrative discussing activities associated with each milestone identified. If there was no activity during the reporting period, please explain what road blocks the project is experiencing and what is being done to complete the project in a timely fashion.</p>		
<b>Report Quarter 1</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 2</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 3</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
<b>Report Quarter 4</b>		
<b>Grant Milestones:</b>	<b>Reported Activities:</b>	<b>Check if amended</b> <input type="checkbox"/>
By submitting this report you certify it is true and accurate		
<b>Certified by:</b>	<b>Submitted Date:</b>	
<b>Reviewed by:</b>	<b>Date:</b>	

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Visit McMinnville

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ NON PROFIT CORP

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
328 NE DAVIS ST Ste 1

**6** City, state, and ZIP code  
McMinnville, OR 97128

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
512	-84-3490
or	
<b>Employer identification number</b>	
47	-4223651

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*