



Marion County
OREGON

Request for Applications Economic Development Lottery Grant 2015-16 Cycle II

Applications will be accepted beginning October 1, 2015.

Final day for submission is November 30, 2015 by 12:00 pm.

Submit applications to:

Economic Development Lottery Grant Program
Marion County Community Services Department

Attention: Sarah Cavazos

PO Box 14500

555 Court St NE, Suite 3120

Salem, OR 97309

SECTIONS:

- I. Purpose
- II. Grant Program Description and Criteria
- III. General Grant Information
- IV. Application Instructions
- V. Application Review
- VI. Questions and Contact Information
- VII. Other Resources
- VIII. General RFA Conditions
- IX. Attachments and Exhibits

Application Timelines

TIME LINES:

Grant Application Released October 1, 2015
 Business Development Grant Applications Due No later than November 30, 2015, by 12:00 pm
 Application Reviews December 9, 2015
 Funding Awards No later than January 29, 2015

The County reserves the right to adjust the above listed dates as necessary.

I. Purpose

A. Introduction: Marion County's Economic Development Lottery Grant Programs are possible due to Oregon's video lottery revenues that are allocated to Marion County to promote economic development by creating jobs, strengthening workforce development, improving community livability and safety, and other effective ways to further economic development (ORS 461.540).

In 2003, the Marion County Board of Commissioners established the Economic Development Advisory Board (EDAB) to advise the county on issues pertaining to economic development, including but not limited to the development of its video lottery grant programs. EDAB supports economic development activities that involve a concerted effort of entrepreneurs, [community](#) leaders and [policymakers](#) working together to support investment that will grow the economy, improve the [standard of living](#), and increase the tax base.

B. Application Deadline: 12:00 pm November 30, 2015.

Applications must be received by the Marion County Community Services Department by 12:00pm on Wednesday November 30, 2015. Successful applicants will receive a grant award notification no later than January 29, 2015.

In the event that this solicitation does not produce enough projects of interest to the Economic Development Advisory Board and Board of Commissioners, and if funds are still available, an additional application period may be opened in the fall. Applicants are encouraged to apply by the November 30, 2015 deadline, as resources are limited and a fall grant opportunity is not guaranteed.

Marion County anticipates future grant opportunities for the 2016-17 fiscal year to occur in April 2016.

II. Grant Program Descriptions and Criteria

BUSINESS DEVELOPMENT GRANT PROGRAM

Business Development Grants are available to private sector businesses for projects that result in job creation and retention. Preference is given to target sectors which include: (a) manufacturing, (b) tourism, and (c) agriculture and natural resources, including related services and supports.

1. Funds Available: Up to \$161,750 is available for Business Development Grants for 2015-16 Cycle II.

Marion County anticipates up to \$161,750 in Business Development Grant funds to be available during 2015-16 Cycle II. Grant amounts range from \$5,000 to \$50,000; the maximum requested amount cannot exceed \$50,000 per project. These funds are available for eligible economic development projects in Marion County which meet the criteria outlined in the grant Application, including but not limited to leveraging an investment match for grant funds.

2. Business Development Grants Categories:

- a. Business Recruitment - Relocation or expansion of a business to start operations in Marion County.
- b. Business Expansion – Available to businesses currently operating in Marion County to create new jobs, expand product or service, or implement operations or facility improvements that reduce strain on local infrastructure (i.e., energy, water, waste water, environmental pollutants, etc.)
- c. Business Retention - Retention of a business that is currently operating in Marion County to prevent the loss of jobs through implementation of lean management programs, equipment upgrades, or facility improvements/relocation.

3. Business Development Grants Eligibility Criteria:

- a. **Eligible Entities** –Private sector businesses which are legal entities and have at least three years of financial history. Businesses with less than three years of financial history may use a fiscal sponsor as the applicant. When a fiscal sponsor is used, the applicant/fiscal sponsor must meet the entity requirements.
- b. **Eligible Projects** – Projects must directly result in creating new jobs or retaining jobs within Marion County and fit within one of the grant categories outlined above in Section II.A.2.a to Section II.A.2.c. Preference is given to targeted sectors, which include: (a) traded-sectors, (b) tourism, and (c) agriculture and natural resources, including related services and supports.
- c. **Targeted Sector Industries** - Preference is given to businesses and projects in targeted sectors industries which include:

- i. **Traded-sector industries** are those that produce a product or service that is desired by buyers outside the local area, including but not limited to food and beverage processors, metal fabricators, secondary wood products, electronics and electrical commerce, and other manufacturing companies, along with those service industries that support them.
 - ii. **Natural resource-based industries** or related processes, especially in agriculture and forest products, that use land and water to make products of value.
 - iii. **Tourism** is [travel](#) for [recreational](#), [leisure](#), or [business](#) purposes. Tourism industries bring people from outside their usual environment to visit and spend money, including but not limited to hotels and resorts, historical sites, agri-tourism, wineries, golf courses, and entertainment venues, such as amusement parks, shopping malls, music venues, and theaters.
- d. **Grant Request/Job Creation or Retention Ratio** – Total grant request cannot exceed \$5,000 per new job created or \$2,500 per job retained, i.e., \$25,000 grant request must result in a minimum of five (5) jobs created or ten (10) jobs retained. Jobs created must occur within twelve months of completing the project. It is the responsibility of the applicant to identify the maximum grant amount that can be requested based on the project deliverables for jobs created or retained. *Applications that do not meet the ratio requirements may not be included in the review process.*
- e. **Project Timeline** – Projects must begin within the funding period of January 1, 2016 to June 30, 2016. Grant funds must be expended within the contract period, any extension must be pre-authorized by Marion County. Costs incurred prior to the award of grant, or in anticipation of grant cannot be reimbursed.
- f. **Measurable Results** – Grant funded projects must directly result in job creation or retention and increased production, which can be measured by Oregon Quarterly Combined Tax Reports and financial records.
- g. **Matching Funds Requirement** – Business Development Grants are not intended to be the sole funding source for the proposed project. Applicants for Recruitment, Retention, and Expansion projects must provide a \$3 match to every \$1 of grant funds requested. Costs incurred prior to the award of grant, or in anticipation of grant cannot be used to fulfill the match requirements.
- h. **Non-Eligible Projects** – Projects that are not eligible for funding include: (a) companies that have received funding in the prior 24 month period; (b) funding for individuals; (c) funding for nonprofit or government entities; (d) entities/projects with outstanding or delinquent reports on past or current Economic Development Grants; and (e) projects that do not meet other eligibility requirements outlined above.

4. Business Development Grants Application Evaluation and Scoring Criteria:

The Marion County Economic Development Advisory Board (EDAB) will review and score all Business Development Grant applications based on the extent to which the project meets the eligibility criteria and evaluation and scoring criteria outlined in the chart below. The Economic Development Advisory Board is interested in supporting a range of projects throughout the county. Therefore, while an applicant may score high on the criteria, preference will be given to businesses that have not receive prior funding, the greatest impact, and can demonstrate a high likeliness for achieving the intended outcomes. Applicants are encouraged to ensure that responses to the application questions clearly address the following criteria.

Chart 1. Business Development Grants Application Scoring Criteria

a. Supports the targeted industries of traded sector, agriculture and tourism	15 pts
b. Creates new jobs in Marion County	15 pts
c. Retains existing jobs in Marion County	5 pts
d. Expands business products, services, or market shares	5 pts
e. Increases revenue from sales outside of Marion County	10 pts
f. Increases the taxable assets of the business (i.e.; equipment purchase or building renovation)	10 pts
g. Meets or exceeds the job creation or retention ratio to funds requested	10 pts
h. Budget clearly identifies how grant funds and non-grant funds will be spent	5 pts
i. Can be completed within the funding period	10 pts
j. Has defined measureable goals and outcomes	5 pts
k. Business has not received grant funds within the prior two (2) years	10 pts
Total points possible	100 pts

III. Grant Information

Application Process: This application process has been developed in compliance with the State of Oregon and Marion County public contracting rules. The application needs to explain the nature of the project (goals and strategies), what results the project will achieve (activities and outcomes), and how the proposed use of funds will help achieve those outcomes.

Agreement Requirements: Upon approval of the grant application by the Board of Commissioners, each successful applicant will be required to execute a Marion County Grant Agreement (Agreement) prior to the distribution of funds. Unless other payment arrangements are approved in the application, funds will be released upon submission of proof of expenditures (invoices or receipts). The timing and format of reports and invoices will be set forth within the Agreement. Measurements to evaluate the effectiveness of the grant will be set forth within in the Agreement.

Under Oregon Public Records laws (ORS Chapter 192), all applications and reports are considered public information. Those receiving funds will operate independently, and not operate as agents of the Oregon Lottery or its fiscal agents, the State of Oregon or Marion County.

Reporting Requirements: All entities awarded funding will be required to submit proof of expenditures and clearly defined measurable results that show the effectiveness of the project. The timing and format of reports and invoices will be negotiated at the time of award. All reports are considered public information.

Notice: Marion County will disclose limited company information (not proprietary information) on the type and amount of financial subsidies granted by Marion County, the benefits companies have committed to create, and the outcome of fulfilling those commitments. The disclosure of information on the amounts of subsidies and their effectiveness helps public officials and citizens evaluate the use of lottery funds for economic development grant subsidies.

Funding Availability: Eligible entities with eligible projects are encouraged to submit applications to the Marion County Economic Development Lottery Grant Program. Projects will be considered for funding as long as resources are available. Unfortunately, some deserving projects may not receive funding. All applications will be awarded on a cost reimbursement basis; awardees will be required to document progress periodically in order to be reimbursed. **Costs incurred prior to the award of grant, or in anticipation of grant cannot be reimbursed or used for the match requirement.**

Note: Grant awards may be taxable; contact your financial advisor for specific information.

Recipients of grant awards must expend grant funds within one year of award. If not, the award must be reviewed and re-approved by the Marion County Board of Commissioners, or the funds will be required to be returned. Marion County and its agents retain the right to ask additional questions of the grant recipients as deemed necessary.

IV. Application Instructions

Application Format and Submission: All requests for funding must be submitted using the Economic Development Lottery Grant Application for the Grant Program to which the applicant is applying to be considered for funding, all applications must include: (1) Application, (2) Attachment A – Project Budget, (3) Attachment B – Assurances, and (3) Attachment C – W-9. The application with its attachments should clearly outline how the applicant meets the eligibility requirements, and give a clear description of the project and how it meets eligibility requirements. Applications must be received by the Marion County Community Services Department no later than 12:00 pm on November 30, 2015. Applications can be submitted by:

Hand Delivery: Marion County Community Services Department
555 Court St NE, Suite 3120 Salem, OR 97309

Mail: Economic Development Grant Program
Marion County Community Services Department
Attn: Sarah Cavazos
PO Box 14500 Salem, OR 97309

Fax: Economic Development Grant Program Attn: Sarah Cavazos
(503) 373-4460

Budget: Applications shall include the Project Budget (Attachment A) to be considered for funding. Responses to the budget questions in the application should be as detailed and concise as possible

while providing details on secured and pending revenue sources, project expenses and their importance or relevance to the project, as well as show the source of other funds to complete and maintain the project. The project budget shall detail the revenues and expenses for the total cost of the proposed project, including both requested grant funds and other revenue sources (non-grant funds). Expenses shall be itemized so that the use of grant funds is clearly demonstrated. Information provided in the application narrative should match the items listed in the budget worksheet.

Budgets shall not include costs incurred prior to the award of funding or costs for the development of the application.

V. Application Review

Competitive Process: The Marion County Economic Development Advisory Board (EDAB) will review and score all applications, and then make funding recommendations to the Board of Commissioners for funding approval. All successful applications and the subsequent contracts are reviewed and approved by the Board of Commissioners, pursuant to the Oregon Public Meetings Law. Applicants may be invited to meet with EDAB to discuss their pending application. Applicants who are denied may reapply in future grant cycles.

Criteria for Reviewing and Awarding Funds: Only applications received by the deadline will be eligible for review. Applications will be screened for according to the minimum eligibility criteria, applications that do not meet all of the eligibility requirements of the grant program for which the application is for will not be evaluated through the competitive process. Priority will be given to applicants based on how high they score in the evaluation criteria outlined in Section II A, B, and C.

VI. Questions and Contact Information

For questions or support with completing the Economic Development Grant Program application contact:

Sarah Cavazos, Management Analyst

Phone: 503-589-3234

Email: SCavazos@Co.Marion.Or.Us

VII. Other Resources

Applicants may also want to consider applying to the **Revolving Loan Fund of the Mid-Willamette Valley Council of Government** at <http://www.mwvcog.org:8080/2/departments/ced/small-business-finance>.

Revolving Loan Fund provides up to \$300,000 for land, building acquisition, construction, equipment and working capital with a preference for agricultural processing and manufacturing related businesses in Marion County.

VIII. General RFA Conditions

Execution Of The Application: If the application is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the application is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office that the officer holds in the corporation. If the application is made by a joint venture, it shall be executed by each participant of the joint venture. The address of the applicant shall be typed or printed on the application.

Applications Submitted: Applications, which are incomplete, conditioned in any way, or which contain erasures, alterations or irregularities of any kind may be rejected if in the best interest of Marion County.

Grant Agreement: A sample grant agreement is attached to this application as Exhibit A. If an agreement is awarded, it is anticipated that agreement will closely resemble this document including “supporting documents.” The ‘supporting documents’ will include, but are not limited to the application document, the applicant’s written application, any required certificates, and all other documents incorporated by reference therein.

Withdrawal Of Application: At any time prior to the date and hour set for the receipt of applications, an applicant may withdraw its application. Withdrawal will not preclude the submission of another application prior to the hour and date set for the closing date of the application.

Incurring Costs: Neither the County, nor its agents, are liable for any cost incurred by applicants prior to issuance of a contract agreement.

Insurance Requirements: The apparent successful Applicant shall provide all required proofs of insurance to County within seven (7) calendar days of the Intent to Award Notice. Failure to present the required documents within the seven (7) calendar-day period may result in application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to application submission.

Equal Opportunity Action Policy: The applicant agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

Marion County Reserves The Right To:

- Reject any and all applications
- Reserve the right to amend the RFA
- Waive any irregularities or informalities in any applications

- Extend the deadline for submission of applications
- Not award an agreement for the requested projects
- Accept the application deemed to be the most beneficial to the public and Marion County

IX. ATTACHMENTS AND EXHIBITS

Application Mandatory Submission Forms: Applicant shall complete, sign and return Attachments A-C with the grant Application. Failure to do so may result in the Application being deemed to be non-responsive and not considered for award.

Attachment A – Project Budget

Attachment B – Assurances

Attachment C – W-9

Attachments A-C are attached hereto and incorporated herein by reference.

Exhibits: By submitting an application to this RFA, applicant shall accept all terms and conditions of the Contract as shown in Exhibit A (Sample Grant Agreement), Exhibit B (Insurance Requirements), and Exhibit C (Grant Report Template). Exhibits A-C are attached hereto and incorporated herein by reference.

Exhibit A – SAMPLE GRANT AGREEMENT

MARION COUNTY GRANT AGREEMENT

title

This Grant Agreement (this “Agreement”) is entered into by and between Marion County (a political subdivision of the State of Oregon), acting by and through its Community Services Department, hereinafter called “County” and _____, a _____ hereinafter referred to as “Grantee”.

Recitals

- A. This Agreement is made pursuant to Marion County’s Community Projects Grants for projects implemented within Marion County that have economic development significance as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program
- B. County has received an allocation from the Oregon State Treasury’s Administrative Services Economic Development Fund, pursuant to the authority of sections 461.547. The program established pursuant to ORS 461.500 and referenced in this Agreement is known as the “Community Projects Grant Program” or “CPGP.”
- C. The grant of CPGP moneys under this Agreement (the “Grant”) is subject to the Notice of Allocations, Application Procedures, ORS 461.540, and the Funding Approval, including any special conditions. Each of these Regulations and the Funding Approval constitute part of this Grant Agreement and are incorporated herein by reference.
- D. The Grant also is subject to Marion County’s CPGP Funding Criteria; and regulatory changes and guidelines and other official notices or clarification that may become available from time to time. To avoid unnecessary delay, future Amendments to this Agreement will be sent to Grantee by County in the form of a formal letter for Grantee’s acknowledgement.
- E. County has reviewed the Grantee’s application and determined the activities, as hereinafter defined, to be feasible and merit funding. The Application, as approved by County (the “Application”), is attached.

Agreement

NOW THEREFORE, for good and sufficiency consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Agreement Purpose

a. Incorporation of Recitals.

The foregoing Recitals and Application are incorporated herein by reference, but are subject to the express terms of this Agreement.

Exhibit A – SAMPLE GRANT AGREEMENT

b. Agreement Purpose.

The purpose of CPGP is to fund economic development programs or projects (as defined in ORS 461.540) that have countywide significance and/or strong support within a Marion County community. Grantee projects and use of funds awarded through this agreement must support the following ORS 431.540 definitions:

- 1) Create jobs in Marion County which includes, but is not limited to: (a) Supporting the creation of new jobs in Oregon; (b) Helping prevent the loss of existing jobs in Oregon; (c) Assisting with work transition to new jobs in Oregon; or (d) Training or retraining workers.
- 2) Furthers economic development in Marion County which includes, but is not limited to, providing: (a) Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon; (b) Services or financial assistance to business or industry associations to promote, expand or prevent the decline of their businesses; or (c) Services or financial assistance for facilities, physical environments or development projects

Grant funds derive from lottery sources are subject to the terms under which they are received and shall be provided by County only for allowable costs incurred/outlined in the application submitted by Grantee within the terms and conditions of this Agreement, specific program requirements (including County directives), and applicable law.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period to . This Agreement shall become effective on the date this Agreement has been signed by every party. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to County or to Grantee hereunder.

3. Scope of Services

Grantee shall perform all Activities described in the Application (Exhibit A) in accordance with the terms and conditions of this Agreement, including any applicable CPGP Requirements, and other applicable law whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable CPGP timelines, all to the satisfaction of County.

Changes to the approved Activities by the Grantee shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to County and be approved in writing by County prior to commencement of the requested change.

4. Grant Funding and Compliance Requirements

- a. County has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of **Fifty-Seven Thousand Dollars (\$57,000.00)** (the "Grant"). Grant distributions will be made by County to Grantee in increments upon approval of Grantee requests by County on a cost incurred basis unless otherwise agreed to by County.
- b. Funds must be incurred during the project period and within one year of the start date of the

Exhibit A – SAMPLE GRANT AGREEMENT

agreement. Requests for project extensions beyond the Agreement period must be made in writing by Grantee and approved by County with a written agreement.

- c. Any desired use of funds by Grantee that differs from the Application or applicable CPGP Requirements must first be approved in writing by County. 100% of the Grant must be used to provide services or funding as indicated in Exhibit A. Application.
- d. Grantee shall comply, *inter alia*, with County directives, applicable Oregon Administrative Rules (OAR chapter 461, division 540) <http://www.oregonlaws.org/ors/461.540> as amended from time to time. The foregoing directives, rules and statutes are hereinafter collectively referred to as the “CPGP Requirements.”

5. Reporting Requirements.

- a. Grantee must complete and submit all required progress and financial reports to County (see Exhibit B. Project Report and Exhibit C. Request for Funds) within 15 days after commencement of the sixth and twelfth months of the award period. Each project report must be satisfactory to the County. Grantee also shall provide such additional information and documents to County as County may from time to time require.
- b. Grantee must be current on all reporting requirements to receive payments under this Agreement.

6. Grant Monitoring

a. County Authorized to Monitor Each Grantee

County may monitor the activities of each Grantee and its subrecipients as it deems necessary or appropriate, among other things, to ensure Grantee and its subrecipients comply with the terms of this Agreement and that awarded grant funds are used properly for authorized purposes hereunder; County also may ensure that performance goals are achieved as specified in Exhibit A. Application. Monitoring activities may include,, but not limited to the following: (1) the review (including copying) from any and all Grantee and subrecipient(s) files, records and other information related to performance under this Agreement; (2) conducting or arranging for on-site and field visits and inspections; and (3) arranging for, performing, and evaluating general and limited scope audits; among others. County monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by County and may be effected through contractors, agents or other authorized representatives.

County reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with County in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its subrecipients to comply with this requirement is sufficient cause for County to require special conditions and may be

Exhibit A – SAMPLE GRANT AGREEMENT

deemed by County as a failure by the Grantee to perform its obligations under this Agreement.

c. Records Maintenance

Grantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its subrecipients shall establish and maintain records and statistics as follows:

- 1) Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.
- 2) Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

d. Access to Records

- 1) County may review (including copying) from time to time any and all Grantee files, records, and other information of every type arising from or related to performance under this Agreement.
- 2) The County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of County who may take possession of them at any time after three (3) business days' notice to Grantee or subrecipient, as the case may be. Grantee or subrecipient may retain copies of all records taken by County under this Section.
- 3) In its agreements with subrecipients, Grantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by County of the subrecipients' books and records related to this Agreement.

e. Notification to Grantee of Findings

County generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, County will endeavor to provide Grantee with a written report as to its findings from that inspection. County may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by County.

f. Review of Corrective Action

Exhibit A – SAMPLE GRANT AGREEMENT

County may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in County' monitoring of Grantee's performance under this Agreement. The tracking record developed by County may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by County by written report or otherwise.

g. Remedies

- 1) If County determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- 2) The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

6. Requests for Funds

- a. Grantee may request reimbursement of expenses incurred under this Agreement as frequently as monthly, but no less than quarterly; quarterly invoices are due within twenty (20) days of the quarter ending. Grantee shall request grant funds in such form and manner as required by County (see Exhibit C. Request for Funds).
- b. Expenditures of the Grantee may be charged to this contract only if they (1) are in payment of services performed under this agreement, (2) are in payment of an obligation incurred during the agreement period, and (3) conform to applicable state and federal regulations and statutes.
- c. Expenditures and requests for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements as specified herein.
- d. County reserves the right to and may request full itemization, receipts, and any other information at any time. County also may request financial records in order to review costs associated with Grantee's

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provision of services and other performance under this Agreement, at its discretion.

7. Unauthorized Expenses and Excess Payments

- a. Request for reimbursements in excess of the grant award will not be fulfilled. It is the responsibility of Contractor to monitor expenses and ensure funds are spent within the scope and limits of the budget as outlined in the application (See Exhibit A). Any adjustments or variations must be submitted to and approved in writing by County.
- b. Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from payment of reimbursements or refunded to the County no later than thirty (30) days after the contract's expiration or notification from the Grantee.
- c. The Contractor shall be responsible to repay for prior agreement period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

8. Remedies Related to Request for Grant Funds

a. Withholding of Grant Funds from Request

County may withhold any and all Grant funds from Grantee, requested or otherwise, if County, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to County about its performance under this Agreement as well as timely satisfying all Agreement obligations, including all applicable CPGP Requirements and federal requirements relating to any awarded funds. County also may withhold any and all requested Grant funds from Grantee if County, in its sole discretion, determines that the rate of requests for funds in any expenditure category is substantially different from approved budget submissions.

b. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by County at its sole discretion, County may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other County use. This remedy is in addition to any other remedies available to County under this Agreement or otherwise.

9. Return of Unexpended Grant Funds at Program Final Expenditure Period End

All unexpended cash or project income from such Grant funds remaining at the end of any project final period for any projects(s) covered by this Agreement must be returned by Grantee to County no later than thirty (30) days following the expiration of the project's final expenditure period or the termination of this Agreement, whichever is earlier.

In the event of termination of all or part of this agreement as specified in Section 16 of this agreement,

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County funds not earned at the date of termination or cancellation shall revert to the County.

10. Funding Appropriation

In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Grantee agrees to abide by any such decision including termination of service.

11. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to County.

12. Unallowable Costs and Lobbying Activities

Grantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Grantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise. If Grantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

13. Disallowance of Costs

County neither is responsible for nor shall it pay for any costs disallowed for reimbursement from Grant funds either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by County, except for costs incurred by Grantee solely due to the gross negligence or willful misconduct of County, its employees, officers or agents. If a cost is disallowed by County after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by County, either demonstrate to the satisfaction of County that such disallowance is in error or make repayment of such cost.

County may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise from Grantee.

Grantee shall cooperate with County and all appropriate investigative agencies and shall assist in recovering invalid payments.

14. Audits

Unless exempt by OMB Circular A-133, Grantee will obtain and submit the final fiscal year audit of its performance hereunder to County as soon as possible after completion of the fiscal year. Grantee will provide the audit to County not later than ten (10) days after such audit is received by the Grantee.

Exhibit A – SAMPLE GRANT AGREEMENT

Grantee shall and shall require and cause its subrecipients to submit to County satisfactory financial and compliance audits for the periods covered by the grants in accordance with the provisions of OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

County may withhold any or all requested funds from Grantee if Grantee violates this provision and County may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

15. Subrecipient Agreements

Grantee shall not enter into any agreement or renewal with subrecipients without prior written approval of County. County's approval of any subrecipient shall not relieve Grantee of any of its duties or obligations under this Agreement.

Grantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between County and Grantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to County. County reserves the right to request that any subrecipient agreement be submitted to it for review and approval by County within 10 business days from the date of written notification.

Grantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Grantee by County and that County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Grantee shall have a written agreement with each subrecipient that is listed in and consistent with the Grantee's Statement of Work that identifies:

- a. The services or benefits that the subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the subrecipient's accounting and record keeping systems, and local laws imposed by Grantee).
- c. The Grantee's and County's monitoring rights and responsibilities and the methods used by Grantee for monitoring.
- d. A provision to certify that the subrecipient is an independent contractor and not an agent of County or of Grantee.

16. Termination

- a. County may immediately terminate this Agreement in whole or in part upon written notice to the Grantee for cause related to any material misrepresentation, malfeasance, negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder

Exhibit A – SAMPLE GRANT AGREEMENT

by Grantee, whether directly by Grantee or through one or more of its agents, subcontractors, successors or assigns, as determined by County in its sole discretion.

- b. County may, upon thirty (30) days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 9.a. Cause may include any event, including an event of default, as determined by County in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its agents, representatives, contractors, or assigns by which Grantee, as determined by County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
- 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
 - 2) Grantee fails to comply timely with directives received from County or from a governmental agency that is the original source of the Grant funds;
 - 3) Funds provided under this Agreement are used improperly or illegally by Grantee;
 - 4) Funding for grant programs are denied, suspended, reduced or eliminated;
 - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from paying for or lacks authority to pay for any Statement of Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - 8) Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or County.
- c. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- 1) County unreasonably fails to provide timely funding hereunder and does not correct such failure within the thirty (30) day notice period.
 - 2) County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within thirty (30) days of being informed that it is contrary to any such law.

Exhibit A – SAMPLE GRANT AGREEMENT

- 3) For its convenience upon thirty (30) days' prior written notice by County to Grantee.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, or interpreted by a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.
 - e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Grantee obtain prior County approval from it for any additional expenditures that would obligate County to reimburse it from Agreement grant funds or otherwise.
 - f. Notwithstanding the above, or any termination thereunder, neither Grantee nor County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. County may withhold any reimbursement to Grantee in the amount of compensation for damages due County from Grantee (as estimated by County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
 - g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to County within thirty (30) days of the date of termination or upon such date as requested by County.
 - h. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.

17. Agreement Documents in Order of Precedence

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Grant Application), Exhibit B (Project Report) and Exhibit C (Request for Funds) which are attached hereto and incorporated herein by this reference.

18. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee related to this Agreement shall be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event shall this provision be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Exhibit A – SAMPLE GRANT AGREEMENT

19. Compliance with Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

20. No Third-Party Beneficiaries

County and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. Notices

Any notice of termination or other communication having a material effect on this AGREEMENT shall be served by U.S. Mail on the signatories listed.

County Contact Person:

Contact Telephone Number:

E-Mail Address:

Mailing Address:

22. Confidentiality

Grantee shall, and shall require and cause its subrecipients to protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Grantee shall, and shall require and cause its subrecipients to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

23. Fixed Assets

Grantee shall, and shall cause its subrecipients to, maintain policies and procedures for property

Exhibit A – SAMPLE GRANT AGREEMENT

management that comply with all requirements of the applicable OMB Circulars and specific requirements of the source of funds.

24. Insurance and Workers Compensation

Grantee shall maintain at all times Commercial General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of County. The Grantee shall add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Marion County as an Additional Insured and provide Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300: as specified in the attached Exhibit A, Insurance Requirements. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

Grantee and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all of their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year or who otherwise constitute "subject workers" under Oregon law.

25. Grantee Status

- a. The Grantee is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Grantee's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Grantee is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Grantee will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Grantee is free to contract with other parties for the duration of the contract.
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Services covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:
 - 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or County;

Exhibit A – SAMPLE GRANT AGREEMENT

- 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
- 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

26. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

27. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall 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

28. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee will assume sole liability for breach of the conditions of the grant by Grantee and hereby covenants and agrees shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Grantee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

30. Time is of the essence

Time is of the essence in the performance of all under this Agreement.

31. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

Exhibit A – SAMPLE GRANT AGREEMENT

32. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. 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 all parties unless in writing and signed by both parties and all necessary County 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 County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

33. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- C. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- D. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

Exhibit A – SAMPLE GRANT AGREEMENT

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____

Title: _____

By (print name): _____ Date: _____

Contact Person (Type or Print): _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

Grantee Address: _____

44. MARION COUNTY SIGNATURE

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Exhibit B
INSURANCE REQUIREMENTS
Marion County

During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit A and the contract document, this Exhibit A shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p> <input type="checkbox"/> Required <i>(Contractor has one Or more employees)</i> </p> <p> <input type="checkbox"/> Not required <i>(Contractor has no Employees Must Provide Workers Comp Exemption Certificate)</i> </p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$1,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE and \$2,000,000 GENERAL AGGREGATE.</p> <p> <input type="checkbox"/> Required </p> <p> <input type="checkbox"/> NOT Required </p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage and \$2,000,000 general aggregate.</p> <p> <input type="checkbox"/> Required <input type="checkbox"/> NOT Required <input type="checkbox"/> \$1,000,000 single - \$2,000,000 aggregate </p> <p> <input type="checkbox"/> Exclusion approved by Business Services-Risk Management <input type="checkbox"/> \$500,000 single - \$1,000,000 aggregate </p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide by <u>separate written endorsement</u> that Marion County its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p> <input type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury). OR For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this contract will depend on nature of contracted services.) </p> <p> <input type="checkbox"/> \$500,000 each accident <input type="checkbox"/> \$1,000,000 each accident <input type="checkbox"/> Not applicable </p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles, transport clients or receive mileage reimbursement as part of the contract work.</p> <p><u>The County will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name Marion County, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this contract.</p>
<p>Notice of cancellation or change. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this contract and a separate written endorsement adding Marion County its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded the County as an Insured shall apply as primary and not excess to any insurance issued the County, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Email the Certificate of Insurance to: Marion County. [email address]</p>	

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY MARION COUNTY RISK MANAGEMENT



EXHIBIT C

MARION COUNTY ECONOMIC DEVELOPMENT LOTTERY GRANT 2015-16 Project Report

Project Title:	
Company:	
Project Lead:	
Phone:	Email:

Planned Project Completion Date:

Report Type: ☐ Progress Report (Due: _)
☐ Final Report (Due: _)
☐ Grant Financial Report Attached (Required)

Grant Category: ☐ Business Recruitment ☐ Business Expansion ☐ Business Retention

Grant Award Amount:	Grant Funds Received YTD:
Planned Match Revenue:	Actual Match Revenue YTD:
Planned # of New Jobs Created:	New Jobs Created YTD:

1. Brief description of the project: (500 words or less)

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2. Please provide a brief update on each of the project goals accomplishments to date and any modifications to the original project. Please include photos (if relevant) as part of the final report.

Status of Project Objective #1:	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #2:	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #3:	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started

Status of Project Objective #4:		<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #5:		<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started

3. Jobs Created – Please complete the following information for each position created.

Position Title	Degree or certification required?	Average pay?	Medical Benefits?	# of positions created?	# of positions filled?

4. Is there any unforeseen challenges or barriers to completing the project as planned? If so, please describe the problem and any identified solutions.

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Report Completed By:	Date:
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For Office Use Only:

Date Received:	Reviewed By:	
Follow Up Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Completed:	Date Presented to EDAB: