

## TILLAMOOK COUNTY

### GRANT AGREEMENT #2021-P-2 TRANSIENT LODGING TAX (TLT) TOURISM-RELATED PROJECTS

This Grant Agreement is made and entered into by and between Tillamook County (“County”), and **Salmonberry Trail Foundation**, (“Recipient”) for **Salmonberry Trail Organizational Capacity** (“Project”).

County and Recipient agree as follows:

1. **Agreement.** This Grant Agreement shall include the following, which in the event of any inconsistency are to be interpreted in the following order of precedence:
  - A. This Grant Agreement without any Exhibits;
  - B. Exhibit A: Special Conditions of Award;
  - C. Exhibit B: Scope of Work Dated 8/3/2021;
  - D. Exhibit C: Progress/Project Completion Report;
  - E. Exhibit D: TLT Tourism-Related Facilities Grant Success Series Presentation Outline; and
  
2. **Grant.** In reliance upon Recipient’s covenant to comply with all local, state and federal laws, rules and regulations as set forth herein, County agrees to provide the Recipient funds in the amount of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, the use of which shall be expressly limited to the projects and activities described in Exhibit B.
  - A. The use of these funds shall also be subject to the Special Conditions in Exhibit A.
  - B. Subject to the terms and conditions of this Grant Agreement, County shall disburse the grant funds to Recipient within thirty (30) days of execution of this agreement.
  
3. **Term.** The term of this agreement shall begin July 1, 2021 and end June 30, 2022.
  
4. **Recipient’s Covenants – Compliance with Laws.**
  - A. The Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable local, state and federal laws, regulations, policies, guidelines, and requirements with respect to the use of and the administration, distribution, and expenditure of the funds provided under this Grant Agreement, including but not limited to the following:
    - (1) The Davis-Bacon Act, as amended, 40 USC 276a to 276a-5; if applicable.
    - (2) When procuring goods or services to be paid for in whole or in part with County funds, the Recipient shall comply with ORS Chapters 279, 279A, 279B and 279C. County’s performance under this Grant Agreement is conditioned upon the Recipient’s compliance with these provisions. The Attorney General Model Public Contract Rules shall govern procurements

under this Grant Agreement unless the Recipient or its public contract review board has adopted its own rules, then those rules shall apply.

- B. The Recipient shall maintain all fiscal records relating to this Grant Agreement in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting ("GAAFR"). In addition, the Recipient shall maintain all other records pertinent to this Grant Agreement in such a manner as to clearly document the Recipient's performance. The Recipient shall retain and keep accessible all such books, accounts, records, reports, files and other papers or property for a minimum of three (3) years from closeout of this grant, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Agreement, whichever date is later.
- C. The Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4370, if applicable.
- D. The Recipient shall be responsible for the operation and maintenance of the project.

5. Default and Remedies.

- A. Default. Recipient shall be in default under this Grant Agreement upon occurrence of any of the following events:
  - (1) Recipient actions are not completed in accordance with the county's approval of a Progress Report provided for in this Grant Agreement.
  - (2) Any representation, warranty, or statement made by Recipient herein or in any documents or reports relied upon by County is untrue in any material respect when made.
  - (3) Any other significant breach of the terms and conditions of this Grant Agreement.
- B. Remedies upon Default. If Recipient's default is not cured within a reasonable term, as defined by County, or such longer period as County may authorize at its sole discretion, County may pursue any remedies available under this Grant Agreement either at law or in equity. Such remedies include but are not limited to termination of this Grant Agreement.

6. Termination.

- A. County reserves the right to terminate this Grant Agreement immediately upon notice to the Recipient:
  - (1) if Recipient fails to perform or breaches any of the terms of this Grant Agreement; or
  - (2) if the Recipient is unable to commence the Project within six (6) months from the date of this Grant Agreement; or
  - (3) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Grant Agreement or payments to be made hereunder are prohibited.

- B. County and Recipient may mutually agree in writing to terminate this Grant Agreement.
  - C. In the event of termination prior to Grant Agreement expiration, County will have no further obligations or liabilities under this Grant Agreement, including that it will not reimburse any expenses costs incurred by Recipient.
7. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Recipient shall indemnify, defend, and hold harmless the County and its officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of or relating to the activities of the Recipient or Recipient's officers, employees, sub-contractors, or agents under this Grant Agreement. Recipient's indemnifications shall extend to any and all claims arising out of or relating to Grantee's agreements with a non-government organization sponsored by Recipient and associated with this Grant Agreement, if any.
8. Miscellaneous.
- A. County and the Recipient are the only parties to this Grant Agreement and are the only parties entitled to enforce its terms. Nothing in this Grant 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 individuals identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Agreement.
  - B. Recipient shall provide to County, for review and approval of compliance with provision 4.A of this Grant Agreement, all contracts to be entered into between Recipient and contractors pursuant to the list of projects described in Exhibit B.
  - C. Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to County or the Recipient at the address or number set forth on the signature page of this Grant Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine.
  - D. This Grant Agreement shall be governed by and construed in accordance with 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 Recipient that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
  - E. This Grant 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 Grant Agreement. No waiver, consent, modification or change of terms of this Grant Agreement shall bind either party 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 Grant Agreement shall not constitute a waiver by County of that provision or any other provision.

- 9. Project Contact.  
Jon-Paul Bowles, Executive Director  
P.O. Box 3193  
Hillsboro, Oregon 97123  
503-421-7504  
Jon-paul@salmonberrytrail.org

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This Grant Agreement is hereby executed by Parties on the dates set forth below.

Dated this 24 day of August, 2021.

RECIPIENT: SALMONBERRY TRAIL FOUNDATION



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Jon-Paul Bowles, Executive Director  
P.O. Box 3193  
Hillsboro, Oregon 97123  
503-421-7504  
Jon-paul@salmonberrytrail.org

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
Mary Faith Bell, Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
David Yamamoto, Vice-Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Commissioner

\_\_\_    \_\_\_    \_\_\_/\_\_\_

ATTEST:    Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
Joel W. Stevens  
County Counsel

## EXHIBIT A

### SPECIAL CONDITIONS OF AWARD

1. Required Submittals.

In addition to Recipient providing to County Recipient's contracts to review prior to execution per provision 8.C of this Grant Agreement, Recipient shall also provide to County prior to start of work all required permits.

Failure of Recipient to provide the aforementioned submittals may result in Recipient's dismissal of future TLT grant awards.

2. Progress Reports.

Quarterly Progress Reports are due thirty (30) calendar days after the close of each quarter for the duration of this Grant Agreement. Progress Reports shall be completed using the template that is the attached Exhibit C and are due on the following dates:

1<sup>st</sup> Quarter: April 30  
2<sup>nd</sup> Quarter: July 30  
3<sup>rd</sup> Quarter: October 30  
4<sup>th</sup> Quarter: January 30

3. Project Completion Presentation.

Within ninety (90) calendar days of completing the project, Recipient shall give a presentation to the Board of Commissioners at a weekly board meeting as part of the Transient Lodging Tax (TLT) Tourism-Related Facilities Grant Success Series. Recipient shall use the outline that is the attached Exhibit D. Recipient shall submit an "Agenda Item Request" to the Board that is found at [www.co.tillamook.or.us/gov/Bocc](http://www.co.tillamook.or.us/gov/Bocc).

## EXHIBIT B



Jon-Paul Bowles, Executive Director, Salmonberry Trail Foundation  
RE: Scope of Work for Salmonberry Trail  
For: Tillamook County Board of Commissioners  
8.3.21

**Timeline:** July 1, 2021-June 30, 2026

### **Five Year Goal**

Establish the Salmonberry Trail in Tillamook County

### **Objectives**

1. Grow and solidify organizational capacity of the Salmonberry Trail Foundation (STF) to be a robust partner to Tillamook County and build the Salmonberry Trail.
2. Refine and replicate a model of convening project teams to capture local, state, and federal funding
3. Contribute to safe, and active transportation opportunities for Tillamook County residents
4. Create infrastructure that enhances the visitor experience, reduces human impacts on environment, and relieves congestion.

### **Year One Outcomes**

- Construction funding for a priority section of the Salmonberry Trail in Tillamook County has been awarded
- The Oregon Department of Transportation (ODOT) funded Rockaway Connector project is complete or near complete
- Potential funding sources for refinement of Garibaldi-Barview section and Rockaway Connector phase II have been identified
- STF has convened a coalition of stakeholders, leading to broad support of the Salmonberry Trail as a funding priority for state and federal programs
- An Opportunity fund (cash reserve) has been created to leverage state and federal funds that require cash match
- STF is a maturing organization capable of leveraging Tillamook County's investment for capacity funding and trail development.

### **Background**

The Salmonberry Trail will be an 87-mile non-motorized trail system built along the alignment of the former Port of Tillamook Bay Railroad. The easternmost point of the trail is in Banks, and the western terminus in Tillamook. The majority of the trail (63+ miles) is in Tillamook County, and will be a year-round resource that promotes dispersed outdoor recreation, active transportation, and economic development.

Tillamook County has invested over \$300,000 in planning for the Salmonberry Trail and is a founding member of the Salmonberry Trail Intergovernmental Agency (STIA). STIA has created and empowered the Salmonberry Trail Foundation to help raise funds for and build the trail. Initial planning for the entire trail was completed in March 2021.

Tillamook County and all municipalities along the Salmonberry Trail alignment have adopted the trail into their planning documents. The foundation for building trail has been set. This proposal outlines a partnership between Tillamook County and STF that mobilizes resources and relationships to build trail.

### **Approach**

The Salmonberry Trail Foundation will work with Tillamook County, municipal leadership, regional organizations, and state agencies to prioritize trail development and capture funding to build the trail.

STF will identify funding opportunities for trail development, convene proposal development teams tailored to each opportunity and place, coordinate cash and in-kind funding, and help provide access to agency and technical expertise. The Salmonberry Trail Foundation's partnership with Regional Solutions will give these coalitions a competitive advantage by facilitating access to agency staff whose participation will enhance proposals and also help align county and regional priorities.

STF piloted this approach in Tillamook County by convening two project teams to develop proposals for ODOT funding through ODOT's Community Paths Program. The Rockaway proposal builds on Safe Routes to School, the county's Tsunami Evacuation Plan, and a recently completed ODOT street crossing. Coalition partners included the City of Rockaway Beach, Tillamook County, Oregon Coast Scenic Railroad, Port of Tillamook Bay, Regional Solutions leadership and agency experts from ODOT and DLCD. The City of Rockaway Beach committed \$165,000 in match funding for the \$1,650,000 request. *Notification of award for the Rockaway Connector was announced in spring 2021.*

The second proposals followed a similar process, which culminated in \$265,000 request to explore engineering solutions to the dangerous curve between Barview and Garibaldi. Convening the project team has already led to an ODOT commitment to address stability issues on the east side of U.S. 101 in that section.

### **Anticipated Timeline - Year 1**

- STF increases capacity by expanding role of Executive Director (ED)
- Rockaway Connector project scope finalized with ODOT. ODOT proceeds with construction RFP. STF supports scoping, implementation, and next steps.



- ED identifies and tracks state and federal funding opportunities, particularly Economic Development Administration funding for Tourism and Outdoor Recreation, and Transportation Infrastructure legislation
- A funding map is created to identifies local, state, and federal funding opportunities that align with priority sections, including potential match
- ED convenes a coalition of agency leads, elected officials, and local gatekeepers to
- STF hires a Development Director

Similar work will occur in Washington County leading to connectivity between the north coast and Greater Portland Metro Region.

## Year 2

Continue work plan from year 1. Expand funding map to explore and begin to engage private funding opportunities in Tillamook County and private foundations in Oregon and nationally. Increased integration of the Salmonberry Trail approach into relevant initiatives such as county parks and public works, tourism, and economic development. STF and Tillamook county in partnership with Regional Solutions and coalition members coordinate advocacy efforts to increase state funding for the trail. Input is provided on how TLT funding can most effectively be leveraged to attract external investments and bolster the county's ROI.

Priority projects are:

1. Refined planning and engineering for Barview-Garibaldi section, and
2. Phase II Rockaway Connector.

## Years 3-5

Continue work plan from years 1-2. Scale efforts. Increased project management to coordinate trail building and continue to refine planning solutions.

This scope of work is focused on building organizational capacity and developing infrastructure proposals to capture significant state and federal funding for the Salmonberry Trail and assumes that STF and Tillamook County will continue discussions on how additional county resources can most effectively be leveraged to get trail on the ground.

**Cost:** \$500,000. \$100,000 a year over five years.

**Reporting:** STF's ED will report to Tillamook County Commission quarterly and is available for additional reporting. ED will maintain regular communication with Commissioner Erin Skaar and Chief of Staff Rachel Haggerty. ED is available to provide updates to additional entities in Tillamook County, including citizen led groups, press, and others.

**EXHIBIT C**

**TILLAMOOK COUNTY TRANSIENT LODGING TAX (TLT)  
TOURISM-RELATED FACILITIES GRANT PROGRAM**

**PROGRESS/PROJECT COMPLETION REPORT**

Project Title:

Agreement #:

Organization:

Reporting Period:

Project Manager:

Date of Report:

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**Project Description:**

**Activities Completed During Reporting Period:**

**Attachments (plans, pictures, etc.):**

## EXHIBIT D

### Transient Lodging Tax (TLT) Tourism-Related Facilities Grant Success Series Presentation Outline

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*\*\*\* PowerPoint and/or at least 4 printed handouts are encouraged \*\*\**

1. What is the project description?
2. What was the project budget?
  - What was the TLT award amount?
  - Any additional/matching funds received (ie, other grants or partnerships)?
3. What activities were completed?
  - Organized in a chronological timeline is recommended.
  - What was the final outcome?
4. How has the project had a positive economic impact on the local community and Tillamook County?
  - Any local contractors/businesses used on the project?
  - Any jobs created, increased, or sustained as a result of the project?
  - Any increase in your revenues or services provided as a result of the project?
  - Any benefits to other businesses as a result of the project?
5. How has the project enhanced tourism overall in Tillamook County?
  - How does it improve the visitor experience?
  - How does it attract new visitors?
  - How does it encourage visitors to stay longer or return?
  - How does it increase non-peak / shoulder season spending by visitors?
6. Any noteworthy lessons learned?