

TILLAMOOK COUNTY

GRANT AGREEMENT #2021-P-4 TRANSIENT LODGING TAX (TLT) TOURISM-RELATED PROJECTS

This Grant Agreement is made and entered into by and between Tillamook County (“County”), and **Pelican Brewing Company**, (“Recipient”) for **Cape Kiwanda Parking Lot Camera** (“Project”).

County and Recipient agree as follows:

1. Agreement. This Grant Agreement shall include the following:
 - A. This Grant Agreement without any Exhibits; and
 - B. Exhibit A: Scope of Work.
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 **Six Thousand Five Hundred Thirty-Five and 00/100 Dollars (\$6,535.00)**, the use of which shall be expressly limited to the projects and activities described in Exhibit A. Subject to the terms and conditions of this Grant Agreement, County shall disburse the grant funds to Recipient upon receipt of an invoice from Recipient.
3. Term. The term of this agreement shall begin August 31, 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) 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) 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.
- (2) 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 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. 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.

Jim Prinzing, Pelican Brewing Company
9005 Nestucca Ridge Rd.
P.O. Box 189
Pacific City, OR 97135
503-965-7779
jim@pelicanbrewing.com

EXHIBIT A

SCOPE OF WORK

Project Background and Description

Tillamook County has requested a proposal to add camera surveillance for security and usage statistics at the Cape Kiwanda parking lot. The Pelican Brewing Company and Central Coast Hospitality (Headlands Coastal Lodge and Spa and The Inn at Cape Kiwanda) facilities are in a unique position to be used as mounting points for this proposal. Each facility has both power and internet capabilities that can be utilized for this project. The cameras would be placed with views of the restrooms, the information boards, and the dory wall.

Project Scope

The project scope includes purchasing and installation of equipment list in section 4 below. This also includes software setup and user creation of Tillamook County employees for cloud access to the Network Video Recorder (NVR). The cost estimates are for 4k cameras that will give better resolution of events but will decrease number of days available in the NVR storage. It is estimated that with four 6TB drives in RAID 5 configuration there would be twenty-one days of video recording of five cameras. If this is insufficient, higher capacity drives can be purchased instead. The NVR has been tested working with 4 x 16TB which could theoretically store up to 57 days of continuous video recordings.

The project also includes estimated maintenance and technical labor along with power and network usage estimates on a yearly basis.

Implementation Plan

1. Installation and mounting of cameras.
 - a. Pull cable from existing network switches to camera locations.
 - b. Install ends on cables.
 - c. Install cameras.
2. Install and setup NVR.
 - a. Mount NVR in existing rack at Pelican Brewing Pacific City
 - b. Configure cameras for NVR.
 - c. Configure cloud access.

Item	Note	Quantity	Price	Total
*4k Camera	Bullet Style, 4k, 3x Optical Zoom.	4	\$449.00	\$1,796.00
**PTZ Camera	Pan/Tilt/Zoom, 4k, 22x Optical Zoom,	1	\$1,800.00	\$1,800.00
Network Video Recording	Cloud accessible, 4 bays for hard drives, Automatic RAID for data protection.	1	\$299.00	\$299.00
***Hard Drives	6TB, Surveillance rated.	4	\$250.00	\$1,000.00
Cabling/Network Materials	CAT6, RJ45 ends. 1000ft	1	\$200.00	\$200.00
Installation Labor and materials	Installation on roof of the Inn at Cape Kiwanda. Technical setup and user creation.	24	\$60.00	\$1,440.00
Annual Power Estimates	See estimates tab	5	\$128.77	\$643.86
Annual Network usage estimates		5	\$30.00	\$150.00
Annual Maint/Technical Labor	Camera cleaning, technical updates, troubleshooting.	25	\$60.00	\$1,500.00
		Total		\$6,535.00

*High Definition (1080p) cameras are available with lower resolution for about \$299 per camera. This could be 3 or 4 cameras depending on whether a Pan Tilt Zoom camera is desired.

**This would give a live operator the ability to move around and zoom in on events occurring in real time. This camera also has long range IR capabilities up to 100m for better viewing at night.

***Hard Drive space can be increased or decreased depending on storage needs.