

TILLAMOOK COUNTY

**GRANT AGREEMENT #2021-P-3
TRANSIENT LODGING TAX (TLT) TOURISM-RELATED PROJECTS**

This Grant Agreement is made and entered into by and between Tillamook County ("County"), and **Emergency Volunteer Corps of Nehalem Bay**, ("Recipient") for **North Tillamook County Emergency Preparedness** ("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;
 - D. Exhibit C: Progress/Project Completion Report;
 - E. Exhibit D: TLT Tourism-Related Facilities Grant Success Series Presentation Outline

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 **Sixteen Thousand Three Hundred Fifty and 00/100 Dollars (\$16,350.00)**, 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 by email or in writing by personal delivery, 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 or emailed shall be deemed to be given five (5) days after mailing.
 - 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.
Margaret Steele, President
P.O. Box 598
Manzanita, Oregon 97130
503-319-4933
margaret.steele@evcnb.org

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

Dated this ____ day of _____, 2021.

RECIPIENT: EMERGENCY VOLUNTEER CORPS OF NEHALEM BAY

Margaret N. Steele
Margaret Steele, President
P.O. Box 598
Manzanita, Oregon 97130
503-319-4933
margaret.steele@evcnb.org

Dated this 24 day of Sept, 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:

1st Quarter: April 30

2nd Quarter: July 30

3rd Quarter: October 30

4th 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.

EXHIBIT B

SCOPE OF WORK

Division/Program	Project	Budget
Communication and Outreach	Design, print and distribute educational and community outreach materials	\$3,000
Neighborhood Preparedness	Preparedness supplies for neighborhoods Supplies/equipment fund to assist lower-income households to purchase preparedness supplies	\$3,000
CERT (Community Emergency Response Team)	Supplies and equipment	\$2,000
MRC (Medical Reserve Corps)	Medical supplies and equipment for response, shelters	\$1,650
Shelters	Long shelf-life freeze-dried food for 3 shelters Other shelter supplies	\$2,000
Mass Care	Proof-of-concept purchases to develop recommendations for best emergency response equipment.	\$3,000
Organizational Support	New/revised volunteer/resident/donor management solution.	\$1,700
TOTAL		\$16,350