

TILLAMOOK COUNTY

GRANT AGREEMENT #2021-P7 TRANSIENT LODGING TAX (TLT) TOURISM-RELATED PROJECTS

This Grant Agreement is made and entered into by and between Tillamook County ("County") and **Pacific City – Nestucca Valley Chamber of Commerce**, ("Recipient") for tourism-related projects.

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: Proposed Projects;
 - C. Exhibit B: Project Completion Report; and
 - D. Exhibit C: TLT Destination Management 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 **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, the use of which shall be expressly limited to the projects and activities described in Exhibit A.
 - A. 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 March 1, 2022 and end June 30, 2023.

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) 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.

Recipient shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages. The endorsement shall also contain a notice of cancellation provision.

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 A.
 - 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.
Doug Olson
PO Box 1000
Pacific City, Oregon 97135
1-503-965-9919
dougolson-oregon@charter.net

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EXHIBIT A

PROPOSED PROJECTS

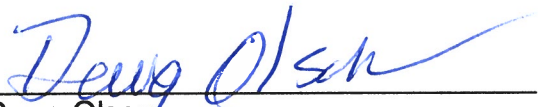
The proposed projects below are approved for implementation under this Grant Agreement. The list is not exhaustive and also serves as a representation of the types of reimbursable projects.

- New AV system for Kiawanda Community Center.
- Cooperate with the Kiawanda Community Center at wedding and sportsman shows, etc.
- Sidewalks in Neskowin.
- Assist with other Community Help programs.
- Secure a booth at the Tillamook County Fair to promote South County businesses, etc.
- Create new banners.
- Sponsor the Annual "Big Fish" contest.
- Develop and fund a Marketing Academy. Training facility for employees at all levels, especially those who engage in marketing products and services.
- Add bike stands across South County.
- Add hanging flower baskets in select areas.
- Enhance Birding & Blues annual festival, which occurs each spring.
- Add streetlights in South County.
- Enhance the community garden in Pacific City.
- Sustain and enlarge July 4th fireworks in Pacific City.
- Add an Arts & Crafts Festival during the off-season.
- Begin an Annual Volunteer Spaghetti Feed Thank You event in late fall or early in new year. This would be for all volunteers who make our community work.
- Help with quilt and other programs at Caring Cabin.
- Municipal WiFi (see Rockaway Beach).
- Enhance marketing for South County businesses, including billboards, social media, radio, cable TV, etc.
- Secure a "Marching Band" for South County parades (i.e., Neskowin, Clover's Day and Dory Days).
- Assist with Good Neighbor program.
- Provide bikes in the downtown areas for use by residents and visitors.
- Provide professional flaggers for larger events with increased traffic (i.e., Dory Days, etc.).

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

Dated this 30 day of MAY, 2022.

RECIPIENT: PACIFIC CITY – NESTUCCA VALLEY CHAMBER OF COMMERCE



Doug Olson
PO Box 1000
Pacific City, Oregon 97135
1-503-965-9919
dougolson-oregon@charter.net

Dated this ____ day of _____, 2022.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

David Yamamoto, Chair

___ ___ ___ / ___

Erin D. Skaar, Vice-Chair

___ ___ ___ / ___

Mary Faith Bell, Commissioner

___ ___ ___ / ___

ATTEST: Tassi O'Neil,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

Joel W. Stevens
County Counsel

EXHIBIT B

**TILLAMOOK COUNTY TRANSIENT LODGING TAX (TLT)
DESTINATION MANAGEMENT GRANT PROGRAM**

PROJECT COMPLETION REPORT

Project Title:

Agreement #:

Organization:

Reporting Period:

Project Manager:

Date of Report:

Project Description:

Activities Completed:

Attachments (plans, pictures, etc.):

EXHIBIT C

Transient Lodging Tax (TLT) Destination Management Grant Success Series Presentation Outline

Board of Commissioners' Wednesday Meeting at 9:00 am (15 minutes)

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

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1. What is the project description?
2. What was the project budget?
 - What was the TLT award amount?
 - Any additional/matching funds received (i.e., 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?