

TILLAMOOK COUNTY

GRANT AGREEMENT #2023-P1 TRANSIENT LODGING TAX (TLT) FOR DESTINATION MANAGEMENT

This Grant Agreement is made and entered into by and between Tillamook County ("County") and Tillamook County Pioneer Museum, ("Recipient") for Organizational Capacity ("Project").

RECITALS

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; 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 **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)**, 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 in equal monthly installments.
3. Term: The term of this Grant Agreement shall begin on July 1, 2023 and end June 30, 2024.
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 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 Project completion, County will have no further obligations or liabilities under this Grant Agreement, including that it will not reimburse any Project 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 completion of the Project activities 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 exhibit 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

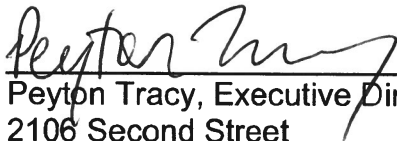
be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Grant Agreement shall not constitute a waiver by County of that provision or any other provision.

9. Project Contact.
Peyton Tracy, Executive Director
2106 Second Street
Tillamook, Oregon 97141
503-842-4553

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

Dated this 4th day of October, 2023.

RECIPIENT: TILLAMOOK COUNTY PIONEER MUSEUM



Peyton Tracy, Executive Director
2106 Second Street
Tillamook, Oregon 97141
503-842-4553

Dated this ____ day of _____, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Erin D. Skaar, Chair

___ ___ ___/___

Mary Faith Bell, Vice-Chair

___ ___ ___/___

David Yamamoto, Commissioner

___ ___ ___/___

ATTEST: Christy Biggs,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent,
County Counsel

EXHIBIT A SCOPE OF WORK

In the 2023-2024 fiscal year, the Tillamook County Pioneer Museum plans to use the \$250,000 provided by the TLT funds very similarly to last year to both support our organizational expenses, which will enable us to use our institutional funds more directly on programmatic endeavors, as well as expand our programmatic offerings directly.

The largest use of this money (\$190,000 or around 75% of the allocated funds) will be covering salaries not just for the museum's current staff (Executive Director, Exhibits & Programs Developer, and Administrative Assistant), but also for a new position, a Collections Manager, or caretaker of our artifact and archival collections, we are actively hiring for presently.

We also will be using \$25,000 (around 10%) for programmatic supplies that directly support the museum's mission. The largest share of \$10,000 is earmarked for our ongoing Collections Reconciliation Project, a multi-year project which will ultimately increase accessibility to the museum's permanent and research collections to both staff and the public. This money will be used on a new Collection Management software system that will help us track our collection more effectively, conservation efforts, and archival housing for a greater portion of our collection. We also plan on using \$7,000 at Kilchis Point Reserve to ensure the park signage and structures are accessible, up-to-date and safe for all guests who visit. An additional \$5,000 will go towards new permanent and rotating exhibit projects in the museum, like our Placemaking Series and rejuvenating some older exhibits. And the final \$3,000 will be spent on educational programming, like our Traveling Trunk program we are initiating this year, refreshing our Field Trip activities, and more.

We requested \$25,000 to help us cover operational and overhead costs like utilities, building maintenance, etc., particularly after we receive feedback from the Facilities Condition Assessment, and another \$10,000 for our organizational insurance expenses. These together make up the remaining 15% of the request.