

**TILLAMOOK COUNTY**  
**TRANSIENT LODGING TAX**  
**GRANT AGREEMENT #2023-P-2**

This Grant Agreement is made and entered into by and between Tillamook County ("County"), and **Salmonberry Trail Foundation** (Recipient") for **Salmonberry Trail Organizational Capacity – Year 3** ("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 **One Hundred Thousand Dollars (\$100,000)**, the use of which shall be expressly limited to the activities described in Exhibit 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 Grant Agreement.
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) Recipient actions are not completed in accordance with Exhibit A.
- (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 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 to completion of the Project activities described in the Application.
- 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.  
Caroline Fitchett  
PO Box 3193  
Hillsboro, Oregon 97123  
503-888-1233  
caroline@salmonberrytrail.org

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

Dated this 17 day of October, 2023.

RECIPIENT: SALMONBERRY TRAIL FOUNDATION



Caroline Fitchett  
PO Box 3193  
Hillsboro, Oregon 97123  
503-888-1233  
caroline@salmonberrytrail.org

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
<div>_____ Erin D. Skaar, Chair</div>	____	____	____/____
<div>_____ Mary Faith Bell, Vice-Chair</div>	____	____	____/____
<div>_____ David Yamamoto, Commissioner</div>	____	____	____/____

ATTEST: Christy Biggs,  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
William K. Sargent,  
County Counsel



## EXHIBIT A

### Salmonberry Trail Foundation & Tillamook County Year Three/2024 Proposed Scope of Work:

The scope of work for the third year between the Salmonberry Trail Foundation and Tillamook County will continue to advance the work from Year Two. The Salmonberry Trail Foundation approved a Strategic Plan organized around four priorities:

1. Build trail
2. Diversify funding
3. Grow a community of supporters, and
4. Build organizational capacity

### Proposed priorities for Year Three/2024 include:

1. Build Trail:
  - a. Rockaway Connector
    - Complete engineering for Rockaway Connector (CPP grant)
    - Complete maintenance and operations agreement with City of Rockaway
    - Apply for construction funding for Rockaway Connector (CPP grant)
  - b. Tillamook Creamery Path
    - Continue engineering for creamery path
    - Identify funding sources for creamery path
  - c. Wheeler Connector
    - Community Planning Session with local partners
    - Research and Plan for demonstration path in Wheeler
  - d. Research partnerships for River Segment and Three Graces
  - e. Refinement/project planning in Bay City - Kilchis Path
2. Diversify Funding:
  - a. Expand private funding:
    - engage private funding in Tillamook County
    - engage private foundations in Oregon and nationally
  - b. Expand Government funding:
    - Work with state legislators to identify state funding sources
    - Work with Congresswoman Bonamici on federal funding strategies
  - c. Expand Development Committee and launch annual major donor campaign

3. Grow a community of supporters

- a. Increased integration of the Salmonberry Trail approach into relevant initiatives such as county parks and public works, tourism, and economic development.
- b. Engage North Coast Regional Solutions Center, Tillamook County and local partners in advocacy efforts to secure state and federal funding for the trail.
- c. Increase online communications and community outreach events in Tillamook County.
- d. Build a team of Tillamook county volunteers to support trail education and the development of future trail maintenance and monitoring efforts.

4. Build Organizational Capacity

- a. Hire Community Outreach Coordinator
- b. Recruit 1-3 additional board members to fill strategic positions and develop a board leadership succession plan.