

City of Cannon Beach
Tourism and Arts Funding (TAF) Award Agreement

I. TAF Project Title _____

TAF Recipient: _____

Execution of this document by authorized city officials constitutes a legal agreement between the City of Cannon Beach (City) and _____ (TAF Recipient).

The TAF Award project is _____.

The TAF Award description is

_____.

This Agreement incorporates by reference the TAF Recipient's application for a Tourism and Art Funding submitted to the City of Cannon Beach, through the Tourism and Arts Commission, dated _____, and attached hereto as Exhibit A.

The Cannon Beach City Council approved an award of \$_____ of the \$_____ requested.

The TAF Recipient's (Recipient) assurances are part of the consideration for all financial assistance given by the City. The City shall have the right to seek judicial enforcement of these assurances, which are binding on the Recipient, its successors, transferees, and assignees.

II. TAF Recipient Responsibilities. The Recipient warrants and assures as follows:

1. That it is a recognized nonprofit tax exempt organization under IRS 501(c)3 or 501(c)6 with authority in its bylaws to undertake activities including the TAF project.
2. That it possesses legal authority to accept the financial award. A resolution, motion or similar action has been duly adopted by the recipient's governing body, authorizing the application and identifying an official (nonprofit chairperson) authorized to act in connection with the application.
3. That funds paid by the City shall be expended only for the TAF project set out above. The Recipient shall comply with the audit and reporting requirements established by the City's Tourism and Arts Commission.

4. That all records required by audit guidelines shall be kept for seven years and be available to the City, the Secretary of State of the State of Oregon and their authorized agents or auditors upon request.
5. That Recipient shall comply with all applicable laws and regulations associated with the spending of such Tourism and Arts (TAF) Funds.
6. That all funds must be spent and the project finished by the date specified in the TAF Application. Any changes to the project completion dates, or extensions, must be submitted to the Tourism and Arts Commission through a formal, written request by the TAF Applicant to the Tourism and Arts Commission for authorization.
7. That Project Evaluations must be received by City by March 15th (mid-term) and June 30th (final) of each calendar year.
8. That Final Evaluations must be received by City within thirty days after the project completion or by June 30th, in order for the application to remain in compliance.
9. That Recipient shall submit progress reports and/or other documentation associated with the TAF award to the Tourism and Arts Commission as requested.
10. That any TAF Award funds not used on the project be immediately returned to the City upon project completion.
11. That if at any time after City remits funds under Section II, Recipient determines it is not able or willing to pursue or complete the grant project, without any notice required of City, Recipient shall immediately return to City all TAF funds not yet expended along with an accounting of all expended and unexpended TAF funds.
12. That all information submitted to City, including but not limited to Recipient's TAF application and evaluations, is public record and subject to disclosure as allowed by law under ORS Chapter 192.

II. City Responsibilities. The City warrants as follows:

1. After execution of this Agreement, the City will release to the Recipient on a quarterly basis the authorized percentage of the TAF funds approved in the award.
2. The quarterly distributions will be made in the following months, November, February, May, and August.
3. The amount of Tourism and Arts funds to be used to pay said award is entirely dependent upon the amount of lodging tax the City collects each quarter. Thereby, if there is a

significant decrease in lodging tax collected, the Recipient's TAF award will be decreased as a result.

III. General Provisions

1. This Agreement may be terminated at any time by mutual consent of both parties.
2. The City may terminate this Agreement effective upon delivery of written notice to the Recipient if there is a change in federal, state or local laws, rules, regulations or guidelines rendering the TAF project ineligible for funding.
3. The City, by written notice to Recipient, may terminate the whole or any part of this Agreement if any of the following occurs:
 - a. Recipient defaults in the performance of any of its warranties or agreements contained herein or in the application; or
 - b. Any representation made by the Recipient in the application, budget, or any other documents or reports relied upon by the City in awarding the TAF award or as used to measure progress on the project and by the Recipient, are untrue in any material respect.
4. No failure on the part of the City to exercise any right, power, or privilege under this Agreement shall constitute a waiver, nor shall any single or partial exercise preclude any other or further exercise of any such right, power, or privilege under this Agreement.
5. All notices, requests, demands, and other communication to or upon the parties shall be in writing and shall be deemed to have been duly given or made when deposited in the US mail, addressed to the parties at the addresses below or such other address of which a party shall have notified in writing the other party.

If to the City:

City Manager
City of Cannon Beach
P.O. Box 368
163 E. Gower
Cannon Beach, OR 97110
Phone (503) 436-8050
Fax (503) 436-8041
TTY (503) 436-8097

If to the Recipient:

Name:
Address:

6. This agreement may not be waived or altered without written consent of both parties.
7. The prevailing party in any dispute arising from the agreement shall be entitled to recover from the other reasonable attorney's fees and costs.
8. TAF Award recipient shall, to the extent permitted by the Oregon Constitution, and applicable statutes, save and hold harmless the City and its officers, employees and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out to the activities of the recipient or its subcontractors, agents, volunteers or employees in connection with this agreement.
9. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

Recipient, by execution of this agreement, hereby acknowledges that the Recipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

City of Cannon Beach:

By: _____
City Manager
City of Cannon Beach, Oregon

Date: _____

TAF Award Recipient:

Signature: _____

Print Name: _____

Organization: _____

Title: _____

Date: _____

Email: _____