

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): Tourism

SUBJECT: Increasing the Accessibility of Oregon’s Rugged Country - Site Visit Contract

<p>Background: Regionally it is recognized that there are existing inequities for travelers with disabilities, including a lack of adequate information to determine if locations are accessible and the prevalence of barriers encountered during travel. This grant program is designed to equip participants (local businesses) with tools to better welcome customers with disabilities.</p> <p>Phase 1 of this grant project began in late May with the first contract for Empowering Access. After two - half day workshops, we were able to attain 16 site visits with businesses and work them through the guidelines to build awareness on what options were available to make their business more accessible. We also collected their necessary business information to be listed on BluePath.org for those building their travel itineraries with accessibility needs. We did not have the anticipated turn out at the beginning of the grant project and have worked with Travel Oregon (grantor) on a slight modification moving forward with phase 2 to utilize the remaining funds.</p> <p>Phase 2 is a continuation of the work from Phase 1, with the desire to build on the work already established. A number of businesses have expressed an interest in the project that were not able to be involved in Phase 1. With some slight modifications to our approach, we are moving forward to build a larger inventory on our regional project of making businesses more accessibly friendly to our visitors.</p> <p>Information collected during this audit (site visits, contract) will be posted on Blue-Path.org, a site dedicated to sharing accessible business information that will be promoted locally, regionally & statewide making it easier for visitors with disabilities to find the information they need to make informed travel choices.</p> <p>The Contractor will visit participating businesses and conduct a formal accessibility audit, documenting the space for listing on Blue Path. The Contractor will also produce a report with recommendations for future improvements to make the business more accessible. The businesses may use this information to apply for future local, regional and state grants for improvements.</p>	<p>Requested Action: Approve contract for professional services with Ashley Payne for site visits according to the contract, funded by Travel Oregon Competitive grants for Accessibility Awareness, and authorize the Chair to sign.</p>
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ATTACHMENTS: Contract (Hannah Payne),

Date: (09/27/24) Submitted By: Karie Walchli, Tourism Coordinator

*****For Internal Use Only*****

Scheduled for meeting on: October 2, 2024

Action taken:

Follow-up:

UMATILLA COUNTY PROFESSIONAL SERVICES CONTRACT

This Contract for professional services number **EA2024-EASEORC II** ("Contract") is between Umatilla County ("UC") and Hannah Payne ("Contractor"). Eastern Oregon Visitors Association ("EOVA") is providing project coordination support, but is not a signing entity.

- 1. CONTRACT TERM.** This Contract is active as of **September 15th, 2024** (The "Effective Date") and continues through **December 31, 2024**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice UC's right to enforce this Contract with respect to any default by Contractor that has not been cured.

- 2. SCOPE OF WORK.** The Contractor agrees to provide services grounded in lived disabled experience to the communities in the 'Oregon's Rugged Country' region (Umatilla & Morrow counties and the Confederated Tribes of the Umatilla Indian Reservation), as part of the larger Expanding Accessible Spaces in Eastern Oregon program ("EASE"). These services are in alignment with the program's goals to make Eastern Oregon more inclusive and welcoming for those with disabilities:
 - A. **OUTREACH:** Do direct outreach (phone calls and in-person visits) to local brick-and-mortar businesses and visitor attractions in Umatilla and Morrow County. Some examples include: boutiques, event spaces, art centers and galleries, gift shops, public restrooms, and restaurants.
 1. Build on priority outreach list through personal knowledge and recommendations from other contacts. Confirm contact information for outreach list
 2. Identify existing awareness of/connection to accessibility for people with disabilities
 3. Share information about current tourism efforts and BluePath.org
 4. Secure permission to populate a BluePath.org listing
 5. Identify awareness of EOVA and Umatilla/Morrow County Tourism
 - B. **BLUEPATH LISTINGS**
 1. Complete a site visit using the BluePath.org system
 2. If data not available on BluePath.org collect raw data using spreadsheet available on Monday.com – (a login will be established for Hannah)
 3. Help the business/attraction claim their listing
 4. Make them aware of online resources (*see referrals*)
 5. Request their support in encouraging other businesses to participate or their suggestions for other locations that might be interested
 - C. **REFERRALS**
 1. When completing outreach, refer entities to the website resources/Catie as appropriate:
 - i. Those interested in learning more about accessibility
 - ii. Those with specific accessibility questions
 2. When completing outreach, refer entities Karie as appropriate:

- i. Those who want to engage more with tourism partners

D. ESTIMATED TIME

1. Outreach

- a. Travel 15.5 hours total (max), assuming 2 trips

Umatilla County East

- Pendleton 1 hour 15 minute roundtrip = 2.5 hours
- Milton-Freewater 2 hours roundtrip = 4 hours

Umatilla County West

- Hermiston/Echo/Stanfield/Umatilla 1.5 hour roundtrip = 3 hours

Morrow County North

- Boardman/Irrigon: 1 hour roundtrip = 2 hours

Morrow County South

- Heppner: 2 hours roundtrip = 4 hours

- b. Confirming contact information & getting recommendations: 5-10 hours
- c. Phone calls (10 min each for 60 people): 10 hours
- d. In person conversations (30 min each for 30 people): 15 hours
- e. BluePath.org listings (1 hour each for 15 listings): 15 hours
- f. Other coordination: 5-10 hours

ESTIMATED TOTAL HOURS: 75.5

If contractor feels the hours are in need of adjustment due to level of engagement as work progresses, contractor is to make contact with Karie and/or Catie to discuss change in invested hours/work and adjust according to recommendations.

3. DELIVERABLES. The Contractor agrees to provide the following to UC and EOVA by **December 31, 2024:**

- A. Up-to-date contact information and level of interest noted for priority outreach list
 - 1. *Spreadsheet:* will be available on Monday.com – login will be provided by Catie
- B. Phone calls/attempted outreach to 40 organizations in Umatilla County and 20 organizations in Morrow County
- C. A minimum of 30 in-person outreach conversations
- D. A minimum of 10 BluePath.org listings (ideally 20).

4. PAYMENT TERMS. UC agrees to pay the Contractor \$ _____ per hour and 0.67 per mile for the services provided under this Agreement:

This contract may be signed electronically. UC and EOVA will use a digital signing process via the Adobe Sign to obtain fully executed contracts. In no case will the payment for all services exceed the amount specified in this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment.

All invoices need to be received by December 31, 2024.

UC will allow monthly invoicing. Terms for all payments are net 30 from receipt and acceptance of invoice.

- Invoice must be emailed to karie.walchli@umatillacounty.gov
- Invoice must include reference to contract: **EA2024-EASEORC II**
- The following details must be included on all invoices:
 - a. Identification of work performed, or services rendered as related to the Scope of Work established in this contract and time spent on said work
 - b. Reference to spreadsheet on Monday .com

Payments will be made by check. No payments will be made without a detailed invoice including the requirements outlined in the payment terms or prior to receipt of Contractor providing an up-to-date IRS Form W-9 or IRS Form W-8BEN.

5. APPLICABLE LAWS. Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of this Contract. Contractor shall, as per ORS 279.312:

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in such Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

6. HOLD HARMLESS. Contractor shall indemnify, protect, defend, and hold UC and its officers harmless against any claim for injury or damage and all loss, liability, cost, or expense, including court costs and attorney's fees, growing out of or resulting directly or indirectly from negligence on the part of the Contractor in the performance of this contract.

7. TERMINATION AND SEVERANCE. UC retains the right to terminate the services of the Contractor with or without cause upon sixty (60) days written notice to the Contractor except as noted in paragraph 19. In the event that the Contractor wishes to terminate this Contract prior to the expiration date outlined in this contract, the Contractor must provide sixty (60) day notice in advance unless such notice requirement is waived or modified by mutual agreement between UC and the Contractor.

8. NOTICES. Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed as follows:

IF TO UC	IF TO CONTRACTOR
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<p>Karie Walchli Coordinator</p> <p>Umatilla County Tourism 216 SE 4th St Pendleton, OR 97801 541.561.6207 karie.walchli@umatillacounty.gov</p>	<p>Hannah Payne Contractor</p> <p>360-721-3988 Hannahpayne@windermere.com</p>
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9. DISCRIMINATION. The parties agree not to discriminate on the basis of race, religion, sex, color, marital status, family status, national origin, age, source of income, or sexual orientation in the performance of this contract.

10. OWNERSHIP OF WORK PRODUCT. All work products of the Contractor resulting from this contract shall be delivered to UC and EOVA upon completion of the services or termination of this Contract. Work products may be utilized by the Contractor in circumstances where UC or EOVA provides written permission. The Contractor understands that work products will be shared with relevant local partners, including EASE participants, as well as made publicly available on blue-path.org and elsewhere. UC and EOVA will credit the Contractor for their Site Reports, but the Contractor understands they will not be credited for their work in other instances.

11. CONFIDENTIALITY. It is understood that in the performance of their duties, Contractor may obtain information about UC and EASE participants that is confidential. Contractor agrees to restrict the use of such information to the performance of the duties described in this Contract. Furthermore, the Contractor agrees not to utilize experiences and information obtained in the performance of their duties for the purposes of any accessibility-related lawsuits.

12. INTERPRETATION. This Contract shall be governed by and interpreted in accordance with the laws of the state of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract.

13. JURISDICTION AND VENUE. All actions relating to this contract shall be tried before the courts of the state of Oregon to the exclusion of all other courts, which might have jurisdiction apart from this provision. Venue in any action shall lie in Umatilla County.

14. ATTORNEY'S FEES. In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.

15. WAIVER. Waiver of any breach of any provision of the agreement by either party shall not operate 3 as a waiver of any subsequent breach of the same or any other provision of this agreement.

16. WORKER'S COMPENSATION. If Contractor is a subject employer, Contractor shall comply with ORS 656.017, which requires provision of worker's compensation coverage to all subject workers. Contractor shall show proof to UC of compliance.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

Umatilla County	Contractor
By: _____ Commissioner, Umatilla County	By: _____ Hannah Payne
Date: _____	Date: _____