

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><b>Background: Increasing the Accessibility of Oregon’s Rugged Country</b> (Umatilla County &amp; Morrow County) 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, a <a href="#">demographic with more than \$504 billion in disposable income</a>. The amount awarded is \$22,700.</p> <p>Information collected during this audit (site visits, contract) will be posted on <a href="#">Blue-Path.org</a>, a site dedicated to sharing accessible business information that will be promoted locally, regionally &amp; statewide making it easier for visitors with disabilities to find the information they need to make informed travel choices.</p> <p>Empowering Access (Ashley Schahfer, 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><b>Requested Action:</b> Approve contract submitted for professional services number EA2024-EASEORC between Umatilla County and Empowering Access for site visits, funded by Travel Oregon Competitive grants for Accessibility Awareness, in the amount up to \$22,536, and authorize the chair to sign</p>
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ATTACHMENTS: Contract, Appendix A, Invoice

Date: ( 05/29/24 ) Submitted By: Karie Walchli, Tourism Coordinator

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

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( ) Legal (copy)
- ( ) (Other List:)

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Scheduled for meeting on: June 5, 2024

Action taken:

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Follow-up:

## UMATILLA COUNTY PROFESSIONAL SERVICES CONTRACT

This Contract for professional services number **EA2024-EASEORC** ("Contract") is between Umatilla County ("UC") and Empowering Access ("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 **June 5, 2024** (The "Effective Date") and continues through **September 30, 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. **Lived experience-based assessments ("Site Visits"):**
    - i. Assess **5 lodging sites**, as agreed upon.
    - ii. Assess **up to 70 EASE participants**, as agreed upon. The exact number of sites visited is dependent on the number of eligible EASE participants.
    - iii. Data to be collected during site visits is outlined in **Appendix A**.
    - iv. Eligible EASE participants may not receive a site visit if: they have significant barriers to entry that prevent a site visit from occurring; or they become unresponsive to efforts to contact them.
    - v. Provide at least **1 interactive experience in each county**. This experience will be a more hands-on site visit scheduled with a small group (up to 6 people). The Contractor will engage the group and be available for questions throughout the site visit process. Attendees will be determined by EOVA and the Contractor.
  - b. **Integration with Blue-Path.org ("Data Transfer")**
    - i. Transfer data collected from site visits onto the BluePath.org platform using the 'Quick Look Survey'. Each site requires the submission of an individual survey.
  - c. **Coordination and Planning**
    - i. With UC's and EOVA's support, determine which EASE participants are or are not feasible to visit.
    - ii. Provide a draft site visit schedule to UC and EOVA **by May 5, 2024**.
    - iii. Notify EASE participants of their site visit date and window of time **at least 1.5 weeks in advance**.
  - d. **Updates:** The Contractor also agrees to provide updates in the Monday.com platform, hosted by EOVA.

- e. **Questions:** The Contractor will be available for clarifications for a minimum of **one month** after UC and EOVA receive deliverables. EASE participants will be encouraged to contact UC and EOVA with questions before reaching out to the Contractor.

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

- a. **Site Visit Document:** A completed version of Appendix A, which outlines the information to be collected at each site. This will be a master document that contains all the data the Contractor collects at each site (excluding photographs). Data transfer to be executed within 30 days of revised BluePath software updates.
- b. **Photographs:** Photographs of the major points at each site (e.g. parking, entrance, bathroom, barriers). These will be shared as separate files from the site visit document. **At least 5 pictures** should be taken at each site.
- c. **Reports for each site (“Site Reports”):** These will be shared with relevant partners. Each report will include:
  - i. Clear recommendations, including their estimated cost (under \$50, \$50-\$100, \$100-500, or more than \$500).
  - ii. Up to 2 elements the site is doing well
  - iii. Pictures within the report to demonstrate points, as relevant
  - iv. General resources for the site, as relevant

**4. PAYMENT TERMS.** UC agrees to pay the Contractor **up to \$22,536** for the services provided under this Agreement:

- a. **Up to \$14,700** for Site Visits
  - i. **A flat amount** of \$2,700 for hours spent on interactive site visits and travel.
  - ii. **\$150 will be paid per site visit**, up to 30 site visits.
  - iii. **\$300 will be paid per additional interactive site visit**, up to 25 interactive site visits.
- b. **A flat amount** of \$4,458 for Data Transfer and Final Reports
- c. **A flat amount** of \$1,070 for Coordination and Planning
- d. **Up to \$2,308** for travel reimbursement
  - i. *Mileage Reimbursement:* **A flat payment** of \$540 for an estimated 800 miles, using the federal mileage rate of 0.67/mile.
  - ii. *Meals Reimbursement:* **Not to exceed** a total of \$598. Payment amount is dependent on days spent in region: \$46 per calendar day, up to 13 days, using federal reimbursement rates. Breakfast will not be included in meals reimbursement.
  - iii. *Lodging Reimbursement:* **Not to exceed** a total of \$1,170. Payment amount is dependent on days spent in region: \$90 per night for up to 13 days.

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.

UC will make payments in two parts:

- I. **FIRST PAYMENT:** The first payment will total \$8,228. This includes payment for Data Transfer and Final Reports; Coordination and Planning; and a partial payment for site visits. It will be paid on execution of the contract. Data transfer to be executed within 30 days of revised BluePath software updates.
- II. **SECOND PAYMENT:** The second payment will be for site visits and travel reimbursements. The sum of the second payment is dependent on the total number of site visits that occurred and days in region, as outlined above.

**All invoices need to be received by Aug 31.** Terms for all payments are net 30 from receipt and acceptance of invoice.

- Invoice must be emailed to [karie.walchli@umatillacounty.gov](mailto:karie.walchli@umatillacounty.gov)
- Invoice must include reference to contract: **EA2024-EASEORC**
- The following details must be included on all invoices:
  - Identification of work performed, or services rendered as related to the Scope of Work established in this contract.

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, return receipt requested, addressed as follows:

IF TO UC	IF TO CONTRACTOR
Karie Walchli Coordinator  Umatilla County Tourism 216 SE 4 <sup>th</sup> St Pendleton, OR 97801  541.561.6207 Karie.walchli@umatillacounty.gov	Ashley Schahfer Owner  Empowering Access 207 5th St NE Long Beach, WA 98631  360-721-3988 TakeaHike@EmpoweringAccess.com

- 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.

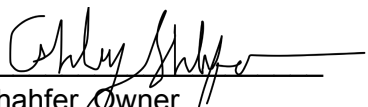
**13. JURISDICTION AND VENUE.** All actions relating to this contract shall be tried before the courts of the state of Oregon to the exclusion of all other courts, which might have jurisdiction apart from this provision. Venue in any action shall lie Umatilla County.

**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 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	Empowering Access
By: _____ Commissioner, Umatilla County	By:  Ashley Schahfer, Owner
Date: _____	Date: <u>05/28/2024</u>

**SITE**

**ADDRESS**

**CONTACT**

**YES / NO**

**PARKING**

Business provides own parking lot? If N, where is the closest accessible on-street parking

Accessible parking space on level ground marked with a sign? If Y, provide more detail

How wide is van accessible parking space?

How many accessible and van accessible spaces?

**APPROACH**

Describe the route to the entrance (paved, free of stairs, curbs, significant cracks/holes, level, vegetation or other obstructions)

How wide is the business entrance?

How high is the entrance threshold? Is it level?

What type of door- can it be opened with a closed fist OR has a buzzer?

**INSIDE**

Are all items within reach or is assistance available to reach them?

How wide is the clear/unobstructed path (e.g. aisles)

How high is the service desk? Is there a clear view from sitting position?

What alternative manner do they provide (e.g. home delivery, curbside pick-up, personal shopper)

What is the floor surface? Are there carpets/etc that would be difficult to navigate- if so, please describe?

What is the general layout of the building? Would it be simple to navigate for someone who is blind?

What other features do they have for low vision/blind individuals (e.g. high visibility tape, windows that are clearly marked)

What directional signage is provided? Is it easy to understand/orient if you've never been inside?

Does the business have seating available? If so, please describe.

**COMMUNICATION**

What is the lighting level? (low, moderate, high) Please described (e.g. sufficient to read signage, flickering lights, harsh fluorescents)

What alternative formats do they offer? (e.g. Large Print, audio, Braille)

How are the acoustics? (low, moderate, high). Please describe (e.g. echoes, loud music playing, sudden loud noises, etc)

Does the business have a quiet space or sensory room? If so, please describe.

What alternative forms of communication are available to customers who are unable to hear (pad and paper, ASL, hearing loops, etc)

**RAMPS**

Is there a ramp?

How tall is the ramp? (If higher than 6", does it have handrails on both sides)

What is the ramp surface (e.g. smooth with no obvious cracks or bumps)

Does it have an incline no more than 1" rise to every 12" run?

Is there a level landing at both top and bottom of ramp?

**RESTROOMS**

Is there a public restroom? If the restroom is not 'public', is it open to people with disabilities that require bathroom access? (e.g. not located in a staff only area, staff are willing to accommodate)

Is restroom appropriately marked with signs with color contrast, Braille, and raised lettering? Please describe if not appropriate

Is signage on latch side of the door? How high is it placed?

How wide are the doorways?

Is restroom large enough for wheelchair or walker turnaround (60" minimum)?

How high is the toilet seat?

Are grab bars easily reachable behind the toilet and on side walls?

Are doors, handles, and taps useable with a closed fist? Please describe

How high are basins and taps?

How high are soap and towel dispensers? Are there obstructions below them?

Is there a changing table available? If so, please denote dimensions

**ELEVATOR**

Is there an elevator?

Are elevator controls low enough (48") to be reached from a wheelchair?

Are elevator markings in Braille?

What audible and visual signals does the elevator provide?

How deep is the elevator interior?

**IF A RESTAURANT ..  
(in addition to above)**

How high are the tables? (If there are specific accessible tables, please note other tables as well.)

How much space is between chairs of different tables?

What alternative menu formats are provided? (e.g. large print, Braille, online accessible- not as a PDF, staff willing to read)

Do they offer allergen-friendly options? If so, are these noted on the menu?

Is curbside pickup available?

**IF HOTEL OR LODGING... (ADA ROOM)- in addition to above**

Are room numbers in Braille and raised numbers?

Are doors at least 32" wide?

What is the clear space on either side of the bed(s)? (at least 36"?)

Are visual alarms for doorbells, phones, and fire alarms provided?

Are light switches, temperature controls no higher than 4' and no lower than 15"?

Are closet bars, hangers, shelves, and towels no higher than 4' from floor?

Do bathtubs have grab bars and bath benches, either built in or removable?

Is there a roll in shower with folding bench or transfer chair?

Is there a handheld shower wand no higher than 48"?

Are water controls within reach when sitting down?

Do they offer an ADA room with 2 beds?

How much space is between the bottom of the bed and the floor (room for a hoist?)

Where is the nearest space for service animals to relieve themselves?



OTHER ACCO

What other accommodations does the business offer? (e.g. sensory bags, mobility equipment)

OTHER NI

Does the business clearly note what accommodations they offer?  
Where can guests request them?

RECOMMENDATIONS

DOING WELL

# EMPOWERING ACCESS

# INVOICE

**Ashley Schahfer**  
**207 5th Street NE**  
**Long Beach WA, 98631**  
360-721-3988

**PROJECT #:** EA2024-  
**DATE:** 5/28/2024  
**INVOICE #** 510  
**FOR:** Consulting  
**EIN:** 861-659892

**Bill To:**  
Umatilla County Tourism  
216 SE 4th St  
Pendleton, OR 97801  
541.561.6207  
Karie.walchli@umatillacounty.gov

DESCRIPTION	AMOUNT
Improving the Accessibility of ORC, as funded by the Travel Oregon Competitive Grant	
FIRST PAYMENT: This includes payment for Data Transfer and Final Reports; Coordination and Planning; and a partial payment for site visits. It will be paid on execution of the contract. Data transfer to be executed within 30 days of revised Bluepht software updates.	
	\$8,228.00

<b>TOTAL</b>	<b>\$ 8,228.00</b>
PRIOR BILLINGS	\$ -
BILLED TO DATE	\$8,228.00
<b>TOTAL</b>	<b>\$ (8,228.00)</b>

Make all checks payable to **Ashley Schahfer - Empowering Access**

If you have any questions concerning this invoice, contact Ashley Schahfer, 360-721-3988, [TakeAHike@EmpoweringAccess.com](mailto:TakeAHike@EmpoweringAccess.com)

**THANK YOU!**