



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

**For Board Work Session of May 18, 2015**

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**DATE:** May 12, 2015

**FROM:** Darryl Nakahira, Legal Counsel, Deschutes County Sheriff's Office  
Phone: 541-617-3369

**TITLE OF AGENDA ITEM:** Consideration of signature of Document No. 2015-304, an ATV Grant Program Agreement.

**PUBLIC HEARING ON THIS DATE?** No

### **BACKGROUND AND POLICY IMPLICATIONS:**

The Sheriff's Office has received this grant from the State since 2007. This Agreement is between the State of Oregon, by and through its Oregon Parks and Recreation Department, and Deschutes County, by and through its Sheriff's Office (DCSO). Under ORS 390.180, the State and DCSO may enter into an agreement concerning All Terrain Vehicle recreational opportunities and the State may make grants of money to assist applicants in such projects. This ATV Grant Program Agreement will provide funding for seasonal ATV patrol positions to patrol in the East Fort Rock OHV (Off Highway Vehicle) trail system, Rosland Pit play area, North and South Millican and Edison Butte OHV areas as well as the ODOT Pit play area located near Millican.

### **FISCAL IMPLICATIONS:**

Over the 2-year grant period, the State of Oregon agrees to pay \$209,900.00 and the match contribution to be paid by the Sheriff's Office is \$82,292.00.

### **RECOMMENDATION & ACTION REQUESTED:**

Approve and sign document 2015-304, ATV Grant Program Agreement.

**ATTENDANCE:** Darryl Nakahira or Lt. Bryan Husband , Sheriff's Office (if necessary)

### **DISTRIBUTION OF DOCUMENTS:**

Call or email Julie Lovrien, x4857, when document has been signed. Once the document has been signed by the State, one original document will be sent back to the Commissioners' office for processing.

**DESCHUTES COUNTY DOCUMENT SUMMARY**

**Date:** May 12, 2015

**Department:** Sheriff's Office

**Contractor/Supplier/Consultant Name:** Oregon Parks and Recreation Department  
**Contractor Contact:** **Contractor Phone #:**

**Type of Document:** Document No. 2015-304 is an ATV Grant Program Agreement between the Sheriff's Office and the State of Oregon, by and through its Oregon Parks and Recreation Department.

**Goods and/or Services:** The grant will provide funds for seasonal ATV deputies and associated equipment and training to provide continued law enforcement presence within designated and dispersed riding areas in Deschutes County.

**Background & History:** As in previous grants through the State of Oregon's ATV Grant Program, Document No. 2015-304 will allow for enhanced ATV-related patrol services. This ATV Grant Program Agreement will provide funding for full-time seasonal ATV patrol positions to patrol in the East Fort Rock OHV (Off Highway Vehicle) trail system, Rosland Pit play area, North and South Millican and Edison Butte OHV areas as well as the ODOT Pit play area located near Millican.

**Award Period:** This is a 2-year grant, starting July 1, 2015 and ending June 30, 2017.

**Annual Value or Total Payment:** Over the 2-year grant period, the State of Oregon agrees to pay \$209,900.00 and the match contribution to be paid by the Sheriff's Office is \$82,292.00.

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Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

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**Funding Source:** Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

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**Is this a Grant Agreement providing revenue to the County?**  Yes  No

Special conditions attached to this grant: The Sheriff's Office agrees to comply with the ATV Grant Program Rules found in ORS 390.550-390.590, OAR 736.004.0005-736.004.0030, the ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.

Deadlines for reporting to the grantor: Progress Reports are required on a quarterly basis during the project period.

Contact information for the person responsible for grant compliance:

Name: Lt. Bryan Husband, Sheriff's Office

Phone: 541-388-6655

Departmental Contact and Title: Lt. Bryan Husband

Phone #: 541-388-6655

Sheriff's Approval: \_\_\_\_\_  
Signature Date

**Distribution of Document:** Call or email Julie Lovrien x4857, when ready for pick up. Once the document has been signed by the State, one original document will be sent back to the Commissioners' office for processing.

**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2015-304



Oregon Parks and Recreation Department  
All-Terrain Vehicle (ATV) Program Agreement

THIS AGREEMENT is made and entered into, by and between, the State of Oregon, acting by and through its Oregon Parks and Recreation Department (OPRD) ATV Grants Program, hereinafter referred to as the "State" and Deschutes County Sheriff's Office, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** ATV15-10

**Project Title:** Deschutes County S.O. OHV Program

**Project Description:** The Deschutes County Sheriff's Office OHV Grant proposal is designed to provide a continuation of funding to support 4 full time season Deputies dedicated to our OHV patrol team. The continued support of the DCSO OHV program will insure continuity of service in the numerous designated and dispersed riding areas throughout Deschutes County.

**Agreement Start Date:** This agreement period begins July 1, 2015 or from the date that the last authorized representative executed this Agreement or the date on the Notice to Proceed letter, whichever is later. Work may begin on or after the date listed on the Notice to Proceed letter. Any work done prior to the official start date is not eligible for reimbursement.

**Agreement End Date:** Unless otherwise terminated or extended in accordance with the terms and condition of this agreement the Project shall be completed by June 30, 2017. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

<b>Grant Award</b>		
<b>Maximum Reimbursement:</b>	<b>\$209,900.00</b>	<b>(72%)</b>
<b>Local Match:</b>	<b>\$82,292.00</b>	<b>(28%)</b>
<b>Total Project Cost:</b>	<b>\$292,192.00</b>	

**Grant Payments:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application located on the OPRD/ATV online website. To request reimbursement, Grantee shall submit a State "Request for Reimbursement" form along with a State "Expenditure" form located at: [http://www.oregon.gov/oprd/ATV/Pages/grant\\_info.aspx#Billing/Reimbursement\\_Forms](http://www.oregon.gov/oprd/ATV/Pages/grant_info.aspx#Billing/Reimbursement_Forms) on a quarterly basis unless no work or purchases have been completed during that time period. Copies of paid invoices and supporting documentation must accompany the reimbursement form and must match up with figures on both the Reimbursement Form and Expenditure Form. At the discretion of the State, advance payments may be provided under hardship conditions and must receive prior written approval by OPRD.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for ATV Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible. A sample volunteer log can be located at: [http://www.oregon.gov/oprd/ATV/Pages/grant\\_info.aspx#Billing/Reimbursement\\_Forms](http://www.oregon.gov/oprd/ATV/Pages/grant_info.aspx#Billing/Reimbursement_Forms)

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD may withhold the final 10 percent of the Grant Funds upon approval by OPRD of the Final Report and inspecting the completed Project. At that time OPRD will disburse the final 10 percent.

**Progress Reports:** Grantee shall submit written Progress Reports on forms available from the State with each reimbursement request, or at a minimum of three month intervals, starting from the effective date of the Agreement. The State Progress Report is located at:  
[http://www.oregon.gov/oprd/ATV/Pages/grant\\_info.aspx#Billing/Reimbursement\\_Forms](http://www.oregon.gov/oprd/ATV/Pages/grant_info.aspx#Billing/Reimbursement_Forms)

**Publicity:** Grantee shall make every effort to acknowledge and publicize the State's participation and assistance with the project. Grantee agrees to place signs at the project location acknowledging program support. Grantee also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

**Agreement Documents:** Attachment A: Standard Terms and Conditions (included)  
Project Application Description and Budget (available on OPRD/ATV online grant system)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without attachments; Attachment A; then Project Application and budget sheet.


**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Lt. Bryan Husband  
63333 Hwy 20  
Bend, OR 97701  
541-388-6502  
bryanh@deschutes.org

Grantee Billing Contact  
Jim Ross  
541-322-4819  
james.ross@deschutes.org

State Contact  
Pamela Berger, Coordinator  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0785  
pamela.berger@oregon.gov

**Signatures:** In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**Grantee**  
By:   
Signature  
Larry Blanton  
Printed Name  
Sheriff  
Title  
5/12/2015  
Date

**State**  
By: \_\_\_\_\_  
MG Devereux, OPRD Assistant Director  
\_\_\_\_\_  
Date  
Larry Warren, OPRD Internal Services Administrator  
\_\_\_\_\_  
Date  
Prepared and Recommended by,  
Pamela Berger, OPRD Grants & Agreement Specialist  
\_\_\_\_\_  
Date

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3 Note: FOR OPRD ONLY  
4 Reviewed and Approved for Legal Sufficiency by the Department of Justice for grant over \$150,000  
5 Not Applicable Reviewed and approved \_\_\_\_\_

FOR DESCHUTES COUNTY:

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Anthony DeBone, Chair

\_\_\_\_\_  
Alan Unger, Vice Chair

\_\_\_\_\_  
Tammey Baney, Commissioner

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Recording Secretary

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*Note: FOR OPRD ONLY*

Reviewed and Approved for Legal Sufficiency by the Department of Justice for grant over \$150,000

Not Applicable                      Reviewed and approved \_\_\_\_\_

**Attachment A - 2015**  
**Standard Terms and Conditions for**  
**All-Terrain Vehicle (ATV) ATV GRANT PROGRAM AGREEMENT**

Parties agree to the following:

The Grantee agrees to comply with the ATV Grant Program Rules found in ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.

The State has sufficient ATV Grant funds available within its current biennial budget and has authorized the expenditure on the Grantee's Project as defined below.

The purpose of this agreement is to set forth the obligations of both parties in the development of ATV recreational opportunities, hereinafter called the "Project" which is described in the Grantee's ATV Grant Application. With this reference the ATV Grant Application is made a part of this agreement and more specifically describes the Grantee's Project.

The Grantee shall perform the services under this agreement as an independent contractor and shall indemnify, defend, and hold harmless the State of Oregon and Oregon Parks and Recreation Department and its officers, employees, and agents from all claims, suits, actions, loses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Grantee or the Grantees officers, employees, sub-contractors, or agents under this agreement, only to the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution Article XI, sec. 10. The State shall be responsible for the acts, omissions, or negligence of its own officers, employees or agents, and only to the extent permitted by the Oregon Tort Claims Act ORS 30.260 – 30.300 and the Oregon Constitution Art. XI, sec.7.

The Project has been reviewed and based on the Grantee's representations is found to be feasible and appropriate for funding.

Grant Funds: Subject to the approval of the Oregon Parks and Recreation Commission, the State shall provide ATV Grant funds to the Grantee to supplement the funding of the authorized Project. The State shall not provide to the Grantee, and the Grantee shall not use any funds described in this section for administration, overhead, or indirect costs whether or not related to this agreement.

Overpayments: In the event that the aggregate amount of money advanced and payments made to the Grantee exceed the allowable reimbursable costs for the Project, the Grantee agrees to refund to the State the amount paid in excess of such allowable expenses within forty-five (45) days of the final billing for the Project or the completion date whichever is earlier.

Project Description: The scope of work will be completed as contained in the ATV Program Grant Application

**AGREEMENT TERM AND PROJECT COMPLETION**

**Agreement Period:** Comply to Agreement Period language in

Project Completion: The Project shall be completed by or before the expiration date of the agreement and a final billing for the Project shall be submitted within forty-five (45) days of the expiration date of the agreement. A final report must accompany the final billing. If the Project is not completed by the expiration date the report shall contain an estimate of the percentage of completion of the abbreviated Project.

## **PROJECT FUNDING, PROGRESS REPORTS, AND GRANT PAYMENTS, DISBURSEMENTS**

Conditions Precedent to a Disbursement: The Grantee may bill for reimbursable expenditures quarterly or at anytime during the agreement period with proper documentation. Prior to any disbursement for a project, the Grantee shall provide a copy of all necessary federal, state and local permits required for the project. If the Grantee requires the project or a portion of the project be awarded to a contractor, a copy of the contractors performance bond in the amount of the contract from a surety company authorized to do business in Oregon is required to be submitted to the State. The State will not reimburse the Grantee for any expenses incurred prior to the effective date of this agreement.

Advances: A hardship advance may be allowed at the discretion of OPRD. The full amount of any advance must be expended and accounted for by the Grantee prior to any further disbursements to the Grantee.

Retention: The State may retain 10% of the total ATV grant amount as final payment until full documentation and all required reports are received by the State. At no time will the State reimburse the Grantee for more than the maximum amount allowed by this agreement.

Conditions Precedent to Final Payment: The State shall not be obligated to make a final payment to the Grantee until all documentation and required reports are received, including the ID number or vehicle identification number of any equipment purchased by the Grantee. A final inspection will be made by the State and the State will make the final payment to the Grantee within forty-five (45) days of the receipt of all reports, documents and the final inspection.

Progress Reports: Progress Reports are required on a quarterly basis during the project period. The due dates for Progress Reports are as follows:

Period beginning January 1, ending March 31, report is due on April 30.

Period beginning April 1, ending June 30, report is due July 31.

Period beginning July 1, ending September 30, report is due October 31.

Period beginning October 1, ending December 31, report is due January 31.

Equipment: Equipment must be used as described in the Project description throughout its useful life. The useful life is defined as 5 years from Project completion. Equipment purchased with ATV grant funds must display a sticker supplied by the State, showing the ATV Grant funding source. The vehicle ID or a serial number, together with a photograph of equipment purchased with ATV grant funds shall be submitted to OPRD within 90 days of purchase. The Grantee is responsible for maintaining all equipment purchased under this agreement. The State must be notified prior to any sale or disposal of equipment purchased under this agreement. The Grantee agrees to return the equipment to the State for redistribution to other OHV programs should the Grantee end the project or OHV activities related to the Project at any time during the equipment's useful life. The Grantee is responsible for maintaining all equipment purchased under this agreement.

## **GRANTEE COVENANTS**

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the ATV Grant Program. Volunteer labor used as match requires a log with the name of the volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.

Project Sign: The Grantee shall post in a conspicuous location at the Project site a sign identifying the ATV funding and the State's participation in the Project.



Public Access to Project: The Grantee shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

Compliance with Workers Compensation Law: The Grantee shall require that its contractors or any sub-contractors, and all employers performing work on the Project be subject employers under the Oregon Workers Compensation Law, and shall comply with ORS 656.017, which requires subject employers to provide compensation coverage for all subject workers.

Record Maintenance: The Grantee shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

Audit: The Grantee shall allow the State or its authorized representative to inspect and review all records related to this agreement whenever so requested by the State. The Grantee shall retain and keep accessible all such fiscal records for a minimum of three (3) years.

## **TERMINATION, REMEDIES, AND AMENDMENTS**

Termination for Convenience: Either party, in writing may terminate this agreement in whole or in part, at any time prior to the expiration date of this agreement. Neither party shall incur any new obligations for the terminated portion of this agreement and shall cancel as many obligations as possible. Full credit shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. The State reserves the right to cancel this agreement if no progress on the Project is made within six months of the effective date of this agreement.

Termination Due to Non-Appropriation or Project Ineligibility: The State and the Grantee, upon thirty (30) days written notice to the other party, may modify or terminate this agreement if the party fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay the allowable costs of the Project to be funded hereunder, or should state law, regulation or guidelines be modified, changed or interpreted in such a way that the Project, or any portion of the Project is no longer eligible for ATV grant funding.

Remedies: The State and the Grantee shall have any and all rights and remedies available by law or in equity.

Amendments: This agreement may only be amended or extended with an actual written amendment signed by both parties. A request by the Grantee for a time extension must include a compelling reason for the extension and must be received by the State at least (30) thirty days prior to the expiration date of this agreement. A request to increase the amount of grant funding for the Project must be approved by the ATV Advisory Committee and must go through the ATV grant funding approval process. Neither the State nor the Grantee is obligated to fund any changes not approved in advance and in writing.

## **GENERAL PROVISIONS**

Authorized Representatives: By signature below, the State and the Grantee certify that the individuals listed in this document as their representatives are authorized to act in their respective areas for matters related to this agreement.

Participation in Similar Activities: This agreement in no way restricts the Grantee or the State from participating in similar activities with other public or private agencies, organizations or individuals.

Duplicate Payment: The Grantee shall not be compensated for or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual. All

Grantee matching contributions to this agreement must be used and expended for this Project only and within the Project period.

No Third Party Beneficiaries: The State and the Grantee are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this agreement.

Freedom of Information: Any information furnished under this agreement is subject to the Freedom of Information Act (5 U. S. C. 552) and the Oregon Public Records Law (ORS 192.410-505).

Property Improvements: Improvements placed on the Grantee's land at the direction of the parties and shall be subject to the same regulations and administration of the Grantee as other improvements of similar nature.

Ownership: No part of this agreement shall entitle the State to any share or interest in the project other than the right to use and enjoy the same under existing regulations of the Grantee. The State is neither responsible nor liable in any manner for the construction, operation or maintenance of the project.

Waiver Clause: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE STATE AND THE GRANTEE. NO WAIVER CONSENT, MODIFICATION OR CHANGE OF THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH A WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE STATE TO ENFORCE ANY PROVISIONS OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE STATE OF THAT PROVISION OR ANY OTHER PROVISION. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY its TERMS AND CONDITIONS.