



February 10, 2022

Board of County Commissioners

Clackamas County

Members of the Board:

Approval of a County Opportunity Grant Program Agreement with the
Oregon Parks and Recreation Department for the
Barton Park East RV Campground Paving

Purpose/Outcomes	This project will provide an asphalt over-lay of the existing roadway and RV parking pads, and will upgrade accessibility of a pathway to a picnic shelter within the East RV campground at Barton Park.
Dollar Amount and Fiscal Impact	OR Parks and Recreation County Opportunity Grant \$86,017, and matching funds allocation to County Parks through the Metro 2019 Natural Areas Bond in the amount of \$86,017. Total project budget is \$172,034.
Funding Source	Oregon Parks and Recreation Department; County Parks through the Metro 2019 Natural Areas Bond. No County General Funds are involved.
Duration	Through 5/31/2024
Previous Board Action	9/16/2021: Approval of a Resolution to Apply and Grant Lifecycle Form
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This agreement aligns with Business & Community Services goals to secure a sustainable source of revenue to help meet capital repair/replace funding requirements, as well to provide outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County. 2. This agreement further supports Clackamas County's strategic priority of building public trust through good government by making our actions accountable and transparent in providing clean and safe outdoor recreation facilities.
County Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 1/26/2022 2. Initials of County Counsel performing review: ARN
Procurement Review	Not applicable
Contact Person	Tom Riggs, Manager, Clackamas County Parks & Forestry
Contract No.	COG22-004

BACKGROUND:

The County Opportunity Grant Program is funded by a portion of recreational vehicle registration fees, and is administrated by the Oregon Parks and Recreation Department. The program has benefitted Oregon counties since 1983. Counties with more than 30,000 residents require a 50% funding match to projects. BCS – County Parks Barton Park’s East RV Campground was opened in 2002 and receives use from May through October each year. When the campground was constructed the project ran over budget. Consequently, a 2-inch asphalt roadway and RV parking pad surfaces were poured rather than a 4-inch. Due to wear and tear over twenty years, cracking, and some ground settling the project to add a 2-inch lift has become a priority. In 2015, a crack seal was applied to help preserve and extend the life of existing surfaces in the campground. With twenty years of use by heavy recreation vehicles, the paving project has become a priority for BCS – County Parks and is supported by the Parks Advisory Board and staff.

The revenue and expenses for the County Opportunity Grant have been budgeted in the CountyParks FY 22/23 proposed budget. The project is planned for October 2022 after the campground has closed for the

year.

RECOMMENDATION:

Staff recommends the Board approve this County Opportunity Grant Program Agreement No. COG22-004.

ATTACHMENTS:

1. OPRD County Opportunity Grant Program Agreement No. COG22-004
2. Resolution to Apply and Grant Lifecycle Form September 16, 2021

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director
Business & Community Services

Oregon Parks and Recreation Department

County Opportunity Grant Program Agreement

THIS AGREEMENT (“Agreement”) is made and entered into, by and between, the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as “OPRD” or the “State” and **Clackamas County**, hereinafter referred to as the “Grantee”.

OPRD Grant Number: COG22-004
Project Title: Barton Park East RV Campground Paving
Project Type (purpose): Development

Project Description: The project will provide an asphalt over-layer of the existing roadway and RV parking pads, and will upgrade accessibility of a pathway to a picnic shelter within the Barton East RV campground in Clackamas County, Oregon. The Project is further described in Attachment A - Project Description and Budget.

Grant Funds /
Maximum Reimbursement: \$ 86,017 (50.00%)
Grantee Match Participation: \$ 86,017 (50.00%)
Total Project Cost: \$172,034

Grant Payments / Reimbursements: 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 included as Attachment B. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$172,034**, and the Grantee’s Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less.

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 County Opportunity Grant 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.

Progress Reports: Grantee shall submit Progress Reports with each reimbursement request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **May 31, 2024**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

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 will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Project Description and Budget
Attachment B: Standard Terms and Conditions
Attachment C: Inadvertent Discovery Plan

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; Attachment B; Attachment C.

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

Grantee Administrator
Tom Riggs
Clackamas County
150 Beaver Creek RD
Oregon City, OR 97045
503-781-3137
TRiggs@Clackamas.us

Grantee Billing Contact
Christina Dannenbring
Clackamas County
150 Beaver Creek RD
Oregon City, OR 97045
503-742-4663
CDannenbring@co.clackamas.or.us

OPRD Contact
Mark Cowan, Coordinator
Oregon Parks & Rec Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oprds.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

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Daniel Killam, Deputy Director of Administration

Printed Name

Date

Title

Date

Approval Recommended:

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: _____
Michele Scalise, Grants Section Manager

By: N/A
ODOJ Signature or Authorization

Date

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

Date

Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: COG22-004
Project Title: Barton Park East RV Campground Paving
Grantee Agency: Clackamas County

Project Description:

The project will provide an asphalt over-layer of the existing roadway and RV parking pads, and will upgrade accessibility of a pathway to a picnic shelter within the Barton East RV campground in Clackamas County, Oregon.

Project Budget

Contracted Paving Services	\$ 160,000
Vinyl roadway signage for ADA campsites, crosswalks, directional arrows, stop bars	\$ 1,200
Clackamas County Sign Shop Labor to Install Vinyl Roadway Signage	\$ 1,800
Topsoil 85 yards - Soil will be added between campsite parking pads to bring ground level up to pavement	\$ 2,500
Gravel 30 yards - needed to bring campground pathways/trails up to new pavement level	\$ 500
Grass Seed and Fertilizer - for reseeding topsoil	\$ 800
Pavement Paint - marking pavement lines for parking extra vehicles/shelter	\$ 150
Clackamas County Parks Maintenance Coordinator - 80 hours labor to spread soil/ gravel, paint pavement lines, re-seed/fertilize	\$ 5,084
Total Project Cost	\$ 172,034

Source of Local Match

Grant - Metro 2019 Parks Nature Bond - Local Share Programs	\$ 86,017
Total Match from Applicant	\$ 86,017

Summary

Total Project Cost	\$ 172,034
Total Match from Applicant	\$ 86,017
Grant Funds Requested	\$ 86,017

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department County Opportunity Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR 736-007-0030 - County Opportunity Grant Program administrative rules. The grant program provides funding on a competitive project basis for the acquisition, development, rehabilitation, and planning of county park and recreation sites that provide camping facilities.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant moneys were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with County Opportunity Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the County Opportunity Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than **20 years** from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 20 years after the date the Project is completed.

Land acquired using County Opportunity Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means converts land, the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in

such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all guests who have paid any required fee, without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and 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.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of

the United States or otherwise, from any claim or from the jurisdiction of any court.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such 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 Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 6/23/21: MC

ATTACHMENT C

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:
 - Project Manager
 - Agency Official
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oregon.gov
503-951-1317
<https://www.oregon.gov/oprd>


BUSINESS & COMMUNITY SERVICES

150 BEAVERCREEK ROAD

OREGON CITY, OR 97045

WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

September 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution to Apply for Oregon Parks and Recreation Department County Opportunity Grant Program Funding for Barton Park's East RV Campground Roadway and RV Pads Paving

Purpose/Outcome	Clackamas County Business and Community Services (BCS) - County Parks' staff respectfully request approval to apply for an Oregon State Parks and Recreation Department County Opportunity Grant for funding to rehabilitate paving at Barton Park's East RV Campground.
Dollar Amount and Fiscal Impact	Application will be for \$150,000 in County Opportunity Grant Program funds, and BCS - County Parks will provide \$150,000 in local matching funds identified from their 2019 Metro Local Share Bond funding. This project will be completed in FY 22/23.
Funding Source	Total funding is \$300,000 with \$150,000 in County Opportunity Grant Program funding if awarded, and \$150,000 in 2019 Metro Local Share Bond funding. No general funds are involved.
Duration	Resolution to Apply will be effective upon signature. If awarded, the duration of the grant is anticipated to be from July 1, 2022 through June 30, 2023.
Previous Board Action/Review	No prior Board action; this is a new grant application request.
Strategic Plan Alignment	<p>1. Business and Community Services mission statement as described in its Strategic Business Plan is to "provide essential economic development, public spaces, and community enrichment services". The County Parks program is crucial to providing outdoor recreation and camping opportunities within Clackamas County.</p> <p>2. Honor, Utilize, Promote, and Invest in our National Resources: This funding will provide 50% of estimated costs to rehabilitate aging infrastructure that is beyond its useful life.</p>
Counsel Review	<p>1. Date of Counsel review: 8/31/21</p> <p>2. Initials of County Counsel performing review: AK</p>
Procurement Review	No, item is a Resolution to Apply for grant funding.
Contact Person	Tom Riggs (503) 788-3137

Contract No.	N/A
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BACKGROUND:

Barton Park's East RV Campground was opened in 2002 and receives use from May through October each year. When the campground was constructed the project ran over budget. Consequently, a 2-inch asphalt roadway and RV parking pad surfaces were poured rather than a 4-inch. Due to wear and tear over nineteen years, cracking, and some ground settling the project to add a 2-inch lift has become a priority. In 2013, County Parks' staff applied for funding through Oregon Parks and Recreation Department and did not receive the award. In 2015 a crack seal was completed to help preserve and extend the life of existing surfaces in the campground. With nineteen years of use by heavy recreation vehicles, the paving project has become a priority for BCS – County Parks and is supported by the Parks Advisory Board and staff.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the Resolution to Apply for Oregon Parks and Recreation Department County Opportunity Grant Program funding.

ATTACHMENTS:

Resolution to Apply

Respectfully submitted,



Sarah Eckman
Interim Director
Business & Community Services

In the Matter of a Resolution Authorizing
Clackamas County Parks to Apply for a
County Opportunity Grant from the Oregon Parks
and Recreation Department for Barton Park East
RV Campground Road and RV Pad Improvements

This matter coming regularly before the Clackamas County Board of County Commissioners, and it appearing that; the Oregon Parks and Recreation Department is accepting applications for the County Opportunity Grant Program; and

Whereas, Clackamas County, by and through its Parks Department (“Clackamas County Parks”), desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, Barton Park is a popular camping and recreation park along the Clackamas River, and the Parks Advisory Board and County Parks staff have identified roadway and RV pad paving improvements at Barton Park’s East RV Campground as a high priority need in Clackamas County; and

Whereas, Clackamas County Parks has available local matching funds budgeted to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

Whereas, Clackamas County Parks will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

It further appearing that it is in the best interest of Clackamas County to approve staff to apply for Oregon Parks and Recreation Department County Opportunity Grant Program funding.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Clackamas County Board of County Commissioners demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for a County Opportunity Grant for rehabilitation of Barton Park’s East RV Campground roadway and RV pads.

DATED this 16 day of September, 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

Business & Community Services - 257

Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Oregon State Parks and Recreation Department County Opportunity Grant

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Tom Riggs

Requestor Contact Information:

TRiggs@clackamas.us, 503-781-3137 cell

Department Fiscal Representative:

Chris Dannenbring, 503-742-4663, CDannenbring@clackamas.us

Program Name or Number (please specify):

500302 - County Parks

Brief Description of Project:

Clackamas County Business and Community Services (BCS) - County Parks' staff respectfully request approval to apply for an Oregon State Parks and Recreation Department County Opportunity Grant for funding to rehabilitate paving at Barton Park's East RV Campground. Application will be for \$150,000 in County Opportunity Grant Program funds, and BCS - County Parks will provide \$150,000 in local matching funds identified from their 2019 Metro Local Share Bond funding. This project will be completed in FY 22/23. Total funding is \$300,000 with \$150,000 in County Opportunity Grant Program funding if awarded, and \$150,000 in 2019 Metro Local Share Bond funding. No general funds are involved.

Name of Funding Agency:

Oregon State Parks and Recreation Department

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.oregon.gov/oprd>

OR

Application Packet Attached: Yes No

Completed By: Tom Riggs

09/01/2021

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

N/A

Announcement Date:

8/1/2021

Announcement/Opportunity #:

N/A

Grant Category/Title:

County Opportunity Grant

Max Award Value:

\$150,000

Allows Indirect/Rate:

N/A

Match Requirement:

\$150,000

Application Deadline:

10/1/2021

Other Deadlines:

Award Start Date:

7/1/2022

Other Deadline Description:

Award End Date:

6/30/2023

Completed By:

6/30/2023

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The County Parks program is crucial to providing outdoor recreation and camping opportunities within Clackamas County.

2. What, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Rehabilitate paving at Barton Park's East RV Campground. Objective will be met through contracted paving work.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant is not for program funds, but for capital repair/improvement.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes, County Parks employs a Limited Term Project Manager B that we have utilized on paving projects in the past, and is in the process of hiring a Park Operations Supervisor who will have involvement in capital projects.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This does not create a new program, the funding will be used to repave an existing campground.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

County Parks will report back to grantor with a Final Progress Report describing the work completed and providing photos. Grant staff also may do on-site inspections.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

This is a capital repair/improvement, the performance will be evaluated by accomplishing the repaving.

3. What are the fiscal reporting requirements for this funding?

County Parks will provide grantor with reimbursement request along with list of work completed, associated costs, proof of payment and all supporting documentation.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, this grant will allow us to leverage other funds to accomplish a needed \$300,000 paving project.

2. Are other revenue sources required? Have they already been secured?

We are intending to match these grant funds with funds from the 2019 Metro Parks and Nature Bond. The Metro money has been earmarked for Clackamas County Parks, but the specific agreement securing those funds is still in the works.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

This grant requires a 50% match for counties with a population over 30,000. We are requesting \$150k, and intending to match that with \$150k in Metro Parks and Nature Bond funds.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No.

Program Approval:

Tom Riggs

9/1/21

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Sarah Eckman, BCS Interim Director 9/2/2021		
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort 9.2.2021		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.