



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 16, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a \$185,000 County Opportunity Grant (COG23-004) between Clackamas County Parks and Oregon Parks and Recreation Department for Roadway Improvements at Feyrer Park. Total project value is \$370,000. Funding is through State grant funds and 2019 Metro Natural Areas Bond funds budgeted in County Parks' FY23/24 proposed budget. No County General Funds are involved.

Previous Board Action/Review	9/22/22 – Resolution to Apply for County Opportunity Grant – 202209221V.D.5		
Performance Clackamas	1. This County Opportunity Grant funding for maintaining park infrastructure meets County Parks' goal of providing safe and adequate facilities to residents and visitors so they can participate in health and wellness activities that contribute to a strong and vibrant community, and additionally meets County Parks' goal of leveraging funding opportunities to complete capital improvements within their parks. 2. Honor, utilize, promote and Invest in our natural resources.		
Counsel Review	Yes, 3/1/23, ARN	Procurement Review	No
Contact Person	Tom Riggs	Contact Phone	(503) 781-3137

EXECUTIVE SUMMARY: Feyrer Park is located approximately 2 miles southeast of the City of Molalla and is situated adjacent to the Molalla River. Feyrer Park provides day-use and picnicking activities, along with twenty (20) RV/trailer/tent camp sites on approximately 27 acres of rural park property. Amenities at Feyrer Park also include an undeveloped boat ramp providing access to the Molalla River on an additional 1.53 acres across Feyrer Park Rd. from the campground and day-use areas described above.

The project will repave day-use access roads and parking areas, replace curbing, and improve ADA parking and access to amenities at Feyrer Park Campground. The project will be fully funded through State grant and Metro Natural Areas Bond funds. No County General Funds or County Parks funds are involved.

For Filing Use Only

RECOMMENDATION: Staff recommends the Board approve this County Opportunity Grant #COG23-004 and delegate authority to the Chair to sign the agreement on behalf of the County.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation and Development

Attachment:

1. COG23-004 Feyrer Park Roadway Improvement Grant Agreement

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: COG23-004
Project Title: Feyrer Park Roadway Improvements
Project Type (purpose): Rehabilitation

Project Description: The project will repave day-use access roads and parking areas, replace curbing, and improve ADA parking and access to amenities, at Feyrer Park Campground, in Clackamas County, Oregon (“the Project”). The Project is further described in Attachment B - Project Description and Budget.

Grant Funds /
Maximum Reimbursement: \$185,000 (50.00%)
Grantee Match Participation: \$185,000 (50.00%)
Total Project Cost: \$370,000

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 Project Description and Budget 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 **\$370,000**, and the Grantee’s Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project, including inspection and approval by OPRD, 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. The Grantee shall complete the Project by **April 30, 2025** or within two years from the effective date, whichever date is earlier. If the 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 the 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: Standard Terms and Conditions
- Attachment B: Project Description and Budget
- 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
 503-951-1317
 mark.cowan@opr.d.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

Approval Recommended:

Date

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

By: _____
Michele Scalise, Grants Section Manager

By: Anika E. Marriott, AAG
ODOJ Signature or Authorization

Date

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

by email on February 10, 2023
Date

Date

Attachment A – 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.

Attachment B: Project Description and Project Budget

OPRD Grant Number: COG23-004
Project Title: Feyrer Park Roadway Improvements
Grantee Agency: Clackamas County

Project Description:

The Grantee will repave day-use access roads and parking areas, replace curbing, and improve ADA parking and access to amenities, at Feyrer Park Campground, in Clackamas County, Oregon.

Project Budget

Mobilization	\$ 4,500
Extruded concrete curbing	\$ 39,000
Parking stall extensions	\$ 52,700
Asphalt overlay of parking, approaches, ADA pathways, campground pads, signage and speed bumps.	\$ 273,800
Total Project Budget	\$ 370,000

Source of Local Funding

Clackamas County Parks Budget	\$ 185,000
Total Match from Applicant	\$ 185,000

Summary

Total Project Cost	\$ 370,000
Total Match from Sponsor	\$ 185,000
Grant Funds Requested	\$ 185,000

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.

From: [CLEARANCE ORSHPO * OPRD](#)
To: [COWAN Mark * OPRD](#)
Subject: RE: COG23-004 Feyrer Park Roadway Improvements - Clackamas County
Date: Saturday, February 18, 2023 9:33:29 AM
Attachments: [image002.jpg](#)

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW

THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 23-0385. Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 2/25/2023. Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>.

Do not respond to this email.

From: COWAN Mark * OPRD <Mark.COWAN@oprd.oregon.gov>
Sent: Thursday, January 26, 2023 9:52 AM
To: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@oprd.oregon.gov>
Subject: COG23-004 Feyrer Park Roadway Improvements - Clackamas County

SHPO review is requested for the following County Opportunity Grant Program project:

COG23-004 Feyrer Park Roadway Improvements - Clackamas County

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,



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 and specific project elements, 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@opr.oregon.gov
503-951-1317
<https://www.oregon.gov/opr>

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution Authorizing
Clackamas County Parks to Apply for a
County Opportunity Grant from the State of
Oregon for Feyrer Park Roadway
Improvements

RESOLUTION NO. 2022-92
Page 1 of 1

WHEREAS, the State of Oregon, through its Oregon Parks and Recreation Department, is accepting applications for the County Opportunity Grant Program (the "Grant"); and

WHEREAS, Clackamas County's Feyrer Park is a popular day-use and camping park located along the Molalla River;

WHEREAS, Clackamas County, through its Department of Transportation and Development, Parks Division, desires to apply for and receive the Grant as a means of providing funding needed for park and recreation improvements at Feyrer Park; and

WHEREAS, Clackamas County has previously identified parking expansion, curbing, access approaches, and asphalt roadway improvements (collectively the "Roadway Improvements") at Feyrer Park as a high priority need in Clackamas County, and

WHEREAS, Clackamas County has available matching funds to fulfill its share of obligation related to the Grant should the grant funds be awarded; and

WHEREAS, the State of Oregon requires a resolution from the Clackamas County Board of Commissioners supporting Clackamas County's application for the Grant;

NOW, THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. The Clackamas County Board of Commissioners approves of Clackamas County's submittal of a grant application to the State of Oregon's County Opportunity Grant Program to help fund the Feyrer Park Roadway Improvements.
2. The Clackamas County Board of Commissioners further approves the County's matching participation and commits to ongoing project maintenance should the Grant be awarded.

DATED this 22nd day of September, 2022

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award
Award Renewal? Yes No

Lead Department & Fund #: DTD- County Parks Fund 257

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.

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

Name of Funding Opportunity: Oregon Parks and Recreation Department County Opportunity Grant Program.

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Chris Dannenbring, Management Analyst Sr.

Requestor Contact Information: CDannenbring@clackamas.us / (503) 742-4663

Department Fiscal Representative: Chris Dannenbring

Program Name and prior project # (please specify): County Parks Program (500302) Feyrer Park Roadway Improvements

Brief Description of Project:

Feyrer Park is located southeast of the City of Molalla and is adjacent to the Molalla River. Feyrer provides day-use and picnicking activities, along with 20 overnight camp sites. This project will expand day-use parking by adding 8 additional parking spaces, lengthening 58 existing parking spaces, adding approximately 2,970 linear feet of curbing, adding 6 concrete approaches, and completing a 2" lift on existing asphalt. Additionally, tree roots will be removed from the asphalt and repairs made in two campsites within the Feyrer Park campground, and paving will be applied to an existing gravel surface from the campground woodshed to the existing roadway.

Name of Funding Agency: Oregon Parks and Recreation Department

Notification of Funding Opportunity Web Address:

<https://www.oregon.gov/oprd/GRA/Pages/GRA-cogp.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____

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:	<u>N/A</u>	Funding Agency Award Notification Date:	<u>August 1, 2022</u>
Announcement Date:	<u>August 1, 2022</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>County Opportunity Grant</u>	Funding Amount Requested:	<u>\$370,000 grant with a 50% match requirement</u>
Allows Indirect/Rate:	<u>No</u>	Match Requirement:	<u>\$185,000</u>
Application Deadline:	<u>October 1, 2022</u>	Other Deadlines:	_____
Award Start Date:	<u>Spring 2023</u>	Other Deadline Description:	_____
Award End Date:	<u>Two years from date of execution</u>		
Completed By:	<u>Chris Dannenbring</u>	Program Income Requirement:	<u>N/A</u>
Pre-Application Meeting Schedule:	<u>N/A</u>		

Additional funding sources available to fund this program? Please describe: \$185,000 in matching funds will be budgeted in FY23/24 from the Stone Creek Golf Club Fund 601

How much General Fund will be used to cover costs in this program, including indirect expenses? None

How much Fund Balance will be used to cover costs in this program, including indirect expenses? None

In the next section, limit answers to space available.

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?

County Parks strives to provide safe and clean park facilities to users. Performance Clackamas: 1) Build public trust through good government - achieved by leveraging grants and bond funding to pay for capital improvements, lessening county funding burden. 2) Build a strong infrastructure - which provides safe/adequate facilities for recreation in Clackamas County Parks.

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

None, this is a County Park's division operated and maintained facility.

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

This project will expand day-use parking within Feyer Park, add a 2" asphalt lift to existing pavement, add ADA ramps from parking to day-use areas, and will add/repair curbs within the day-use area of the park.

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

County Parks - Feyrer Park in Molalla

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, existing staff will have County oversight on the project. Contractors will be hired to execute the work.

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.)?

This is not a pilot project.

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.)?

No, this funding helps to pay for existing facility infrastructure repairs and improvements.

Collaboration

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

All project and financial management will be done by County Parks' staff. County Grants office will review and submit reimbursement requests.

Reporting Requirements

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

Quarterly progress and financial reporting will be performed by County Parks' Management Analyst, Sr. for review by the County grants office.

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?

Performance will be evaluated on execution of the work within the time frame of the grant agreement, along with executing the project within budget.

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

Quarterly financial reporting sent to OR Parks & Recreation Dept. grant program coordinator.

Fiscal

1. Are their other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list **all** funding sources and amounts.

Yes. This project will likely not be executed until the fall of 2023. Funding match will be budgeted during the County's annual budget cycle for FY23/24.

2. 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.)?

Clackamas County is required by OR State Parks to have a 50% funding match to our grants based on county population criteria. This means we would need to match \$185,000 in funding to this grant request. Funds will be budgeted through an inter-fund transfer from Stone Creek Golf Club Fund 601 in the FY23/24 proposed budget.

3. 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 those sources?

No, we will not bill any indirect costs to this grant.

Other information necessary to understand this award, if any.

Application for this same project was applied for in April 2022, through OR Parks & Recreation Departments' Local Government Grant Program, and we were not successful in obtaining funding. OPRD's grant coordinator encouraged us to reapply through the County Opportunity Grant program.

Program Approval:

Christina Dannenbring

8-31-22

Christina Dannenbring

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)		
Tom Riggs	08/31/2022	<i>Tom Riggs</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Dan Johnson	9-7-22	<i>D. Johnson</i>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Ed Johnson	9-7-2022	<i>Ed Johnson</i> <small>Ed Johnson (Sep 7, 2022 10:57 PDT)</small>
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 checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Tootie Smith	09/22/2022	<i>Tootie Smith</i>	
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.**