

## Oregon Parks and Recreation Department

# All-Terrain Vehicle (ATV) Grant Program Agreement

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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 **Yamhill County Sheriff's Office** hereinafter referred to as the "Grantee". Together, State and Grantee are hereinafter referred to as the "Parties" or individually as a party.

**OPRD Grant Number:** **ATV 24-07**

**Project Title:** **Upper Nestucca OHV 2024**

**Project Type (purpose):** **Law Enforcement**

**Project Description:** Provide funding for law enforcement patrols and Law enforcement equipment for use in the Upper Nestucca Off-Highway Vehicle area in Yamhill County. It will also allow us to support partner agencies for areas like US Forest Service managed Sand Lake Recreation Area, etc. The Project is further described in Attachment A.

<b>Grant Funds /</b>		
<b>Maximum Reimbursement:</b>	<b>\$40,092.50</b>	<b>(79.72%)</b>
<b>Grantee Match Participation:</b>	<b>\$10,200.00</b>	<b>(20.28%)</b>
<b>Total Project Cost:</b>	<b>\$50,292.50</b>	

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for reasonable and necessary project expenses incurred carrying out the Project described in this Agreement and included as line items in the "Project Budget" in Attachment A and only up to the maximum reimbursement amount. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at <https://oprdrgrants.org>. The request for reimbursement shall include documentation of all project expenses including, when applicable, documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for expenses incurred to date, based on the quarters laid out in Progress Reports. A reimbursement request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the ATV Grant Program which may be found at: <https://www.oregon.gov/oprdr/GRA/Pages/GRA-atv.aspx>.

**State 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 **\$50,292.50** and the Grantee's Match participation rate of **20.28%**, the reimbursement rate will be **79.72%** of the total project cost. OPRD may require Grantee to meet the match rate for all expenses submitted in each invoice or may waive the match requirement in the individual invoices but enforce the match as to the total project cost. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **79.72%** of the total cost of the Project, whichever is less.

**Matching Funds:** 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 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.

**Travel Expenditures:** If travel is required in association with this project, the Bureau of Land Management will follow agency guidelines, and the guidance published by the United States General Services Administration (GSA). County governments and non-profit organization Grantees will follow guidelines set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at: <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>.

**Progress Reports:** After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status and progress of the project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31:	report is due April 30
For the period beginning April 1, ending June 30:	report is due July 31
For the period beginning July 1, ending September 30:	report is due October 31
For the period beginning October 1, ending December 31:	report is due January 31

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both Parties or the date specified in the Notice to Proceed letter, if said letter contains an effective date. Unless otherwise terminated or extended, this Agreement shall terminate on **June 30, 2025**. 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. No Grant Funds are available for any expenditures after termination of this Agreement.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee based on the Reimbursement Terms upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of a final invoice, the completed Project, and the Final Progress Report.

**Final Report:** Grantee must submit a Final Progress Report and a Final Reimbursement Request 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, for a minimum of 25 years.

**Agreement Documents:** Included as part of this Agreement are:

- This All-Terrain Vehicle Agreement;
- Attachment A: Project Scope and Budget;
- Attachment B: Standard Terms and Conditions; and
- Any other documents incorporated by reference

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 All-Terrain Vehicle Agreement without Attachments, Attachment A, Attachment B, and any other documents incorporated by reference.

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

Grantee Administrator  
Todd Whitlow  
Yamhill County Sheriff's Office  
535 NE 5th Street  
McMinnville, OR 97128  
(503) 474-4915  
[whitlowt@yamhillcounty.gov](mailto:whitlowt@yamhillcounty.gov)

Grantee Billing Contact  
YCSO Accounting  
Yamhill County Sheriff's Office  
535 NE 5th Street  
McMinnville, OR 97128  
(503) 434-7506  
[YCSOAccounting@yamhillcounty.gov](mailto:YCSOAccounting@yamhillcounty.gov)

OPRD Contact  
Mike Law, ATV Program Rep  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
541-991-1989  
[mike.law@oprds.oregon.gov](mailto:mike.law@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**

DocuSigned by:  
By: Lindsay Berschauer  
Signature

Lindsay Berschauer  
Printed Name

Chair, Yamhill County Board of Commissioners  
Title

3/28/2024  
Date

**APPROVAL RECOMMENDED**

By:   
Signature

Sam Elliott  
Printed Name

Sheriff, Yamhill County  
Title

03/12/2024  
Date

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$250,000:

By:    N/A     
ODOJ Signature or Authorization

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

By: Stefanie Coons  
By: Stefanie Coons (Apr 1, 2024 16:38 PDT)  
Stefanie Coons, Deputy Director of Administration

\_\_\_\_\_  
Date

**APPROVAL RECOMMENDED**

By: Michele Scalise  
By: Michele Scalise (Apr 1, 2024 15:28 PDT)  
Michele Scalise, Manager, Grants & Community Programs

\_\_\_\_\_  
Date

By: Mike Law  
By: Mike Law (Mar 28, 2024 16:05 PDT)  
Mike Law, ATV Program Representative

\_\_\_\_\_  
Date

**Approved by the BOC on: 3/28/24**

**via Board Order No.: 24-91**

**ATV Grant Agreement – Attachment A**  
 Project Scope of Work and Budget  
 ATV 24-07 Upper Nestucca OHV 2024

**Project Scope:**

Provide funding for law enforcement patrols and Law enforcement equipment for use in the Upper Nestucca Off-Highway Vehicle area in Yamhill County. It will also allow us to support partner agencies for areas like US Forest Service managed Sand Lake Recreation Area, etc.

**Budget Summary:**

Grant Funds/Maximum Reimbursement	\$40,092.50 (79.72%)
Grantee Match Participation	\$10,200.00 (20.28%)
<b>Total Project Cost</b>	<b>\$50,292.50</b>

**Project Expenses:**

Expense Item	Cost or Valuation
Patrol Deputy Hours	\$29,092.50
Patrol Vehicle, Fuel, Officer Support	\$6,600.00
New Enforcement ATV	\$9,500.00
ATV accessories (lights, radio, cargo box, tire chains, traction boards, etc)	\$5,100.00
<b>Total Project Cost</b>	<b>\$50,292.50</b>

**Source of Match:**

Source	Amount
Yamhill County General Fund (Cash and in-kind/budgeted funds)	\$3,500.00
Yamhill County Sheriff's Office (Vehicle replacement Fund)	\$7,500.00
<b>Total Match</b>	<b>\$10,200.00</b>

B.O. 24-91  
Exhibit A

## Attachment B – Standard Terms and Conditions

### Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) 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, ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the current [ATV Grant Program Manual](#), which is incorporated herein by reference, and all other State adopted policies, guidelines and procedures.
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 Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. 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 ATV Grant Program funds must be used as described in the Project Description and shall be dedicated and used during the entire life of the equipment for activities set forth in Attachment A. In the case of development and rehabilitation, the project Grantee shall operate the improvements for its full life.

Equipment 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. Grantee is responsible for maintaining the equipment. Grantee will not sell or dispose of Equipment without prior approval from OPRD. If, after the project period has expired, Grantee still has use for equipment purchased with grant funds for ATV recreational work as described in Attachment A, Grantee may continue to utilize the equipment for ATV recreational work. If Grantee no longer needs to use some or all of the Equipment for ATV activities related to the Project, Grantee agrees to:

- a. Transfer equipment to the State of Oregon through its State Managed Personal Property Center (Oregon State Agency for Surplus Property), consistent with any restrictions or prohibitions applicable at the time of transfer;
- b. Transfer equipment to another organization or governmental entity to be utilized for ATV recreational work, but only as approved in writing by OPRD; or

Sell, dispose or surplus the equipment in any other manner specifically approved by OPRD. **This section shall survive termination or expiration of this Agreement.**

6. **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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State or its 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
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
9. **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.

10. **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.
11. **Repayment:** In the event that Grantee spends Grant Funds (or State learns or otherwise determines that Grantee had expended funds that were previously reimbursed) 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.
12. **Termination:** This Agreement may be terminated by mutual consent of the 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.
13. **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.
14. **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. Grantee, by signature of its authorized representative on the Agreement, acknowledges that Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **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, 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 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.
16. **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.
17. **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.