IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 13-01-08-20

IN THE MATTER OF DELEGATING
AUTHORITY TO THE COUNTY
ADMINISTRATOR TO ACCEPT AND SIGN
GRANT AWARD DOCUMENTS IN THE
AMOUNT OF $90,037 FROM THE OREGON
PARKS AND RECREATION DEPARTMENT
UNDER THE COUNTY OPPORTUNITY GRANT
PROGRAM FOR IMPROVEMENTS TO
HARBOR VISTA CAMPGROUND.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide for units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS, under ORS 390.134, State and County may enter into an agreement concerning acquisition, development, maintenance, care and use of county park and recreation sites and State may make grants of money to assist County in such projects, and

WHEREAS, State and County desire to achieve improvements in county park facilities for Harbor Vista Campground development, and
WHEREAS, The Parks SDC Capital Improvement Plan identifies the Harbor Vista Campground improvement as a high priority, and
WHEREAS, the Board supports the application prepared by Parks for the Oregon Parks and Recreation Department's grant for Harbor Vista Campground development, and

WHEREAS, the grant has been awarded by the Oregon Parks and Recreation Department in an amount of $90,037 or 50% of the total project cost, whichever amount is less,

NOW THEREFORE, IT IS

ORDERED that the County Administrator is authorized to accept and sign the Agreement with Oregon Parks and Recreation Department (EXHIBIT 1).

Effective date: 8th day of January, 2013.

Chair
Lane County Board of Commissioners

Approved as to Form

Date Lane County

Office of Legal Counsel
January 31, 2012

Mr. David Stockdale
Lane County
3050 North Delta HWY
Eugene, OR 97408

RE: State / Local Project Agreement
County Opportunity Grant Program
Lane County
COG11-170 – Harbor Vista Campground

Dear Dave,

Congratulations on your successful application for grant funds for the above referenced project. Enclosed are two copies of the State / Local Agreement between the Oregon Parks and Recreation Department and Lane County. This Agreement must be approved and signed by your County Commission or authorized official, and our office, in order to obtain grant funds.

Each copy of the enclosed Agreement must be signed with original signatures and returned to our office. Upon State approval, we will send you a fully signed copy of the Agreement plus a Notice to Proceed letter which will authorize your agency to proceed with the project work. Work must not begin until you have received a finalized copy of this Agreement, signed by the State, and the Notice to Proceed letter. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or match.

Prompt implementation and completion of your project is extremely important. Your project must be completed by February 28, 2014. This will ensure the continuing success and credibility of the County Opportunity Grant Program by demonstrating effective results to citizens and policy makers. Also, completing your project as scheduled will allow our office to provide project reimbursements to you in a timely manner, as well.

We encourage you to offer appropriate media opportunities and involvement of your local legislators to help build public awareness of the project’s purpose and benefits. Please call me for any event celebrating your project’s beginning or completion.

If you have any questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or mark.cowan@state.or.us. Thank you for helping make this valuable investment in Oregon’s recreational resources.

Sincerely,

Mark Cowan
Grant Program Coordinator

Enclosures: COG Project Agreement (2)
COUNTY OPPORTUNITY GRANT PROGRAM
GRANT AGREEMENT

COG11-170 – HARBOR VISTA CAMPGROUND

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through the State Parks and Recreation Department, hereinafter referred to as “OPRD,” and Lane County, hereinafter referred to as the “Sponsor.”

RECITALS

WHEREAS, under ORS 390.134, OPRD and Sponsor may enter into an agreement concerning acquisition, development, maintenance, care and use of county park and recreation sites, hereinafter called the “Project,” and OPRD may make grants of money to assist Sponsor in such projects; and

WHEREAS, OPRD and Sponsor desire to achieve improvements in county park and recreation facilities as hereinafter described in Sponsor’s Grant Application for the Harbor Vista Campground Project, grant #COG11-170 in Lane County and to that end, Sponsor proposes to perform work and/or acquire land as set out and described in this agreement.

NOW, THEREFORE, OPRD and the Sponsor agree to the following:

AGREEMENT

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be completed on February 28, 2014. This Agreement shall expire on the date final payment is made by OPRD.

2. Agreement Documents. This agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

   Exhibit A: Sponsor’s Grant Application
   Exhibit B: Progress Report Form
   Exhibit C: Request for Grant Reimbursement Form

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit B; Exhibit C; Exhibit A.

3. Grant. In accordance with the terms and conditions of this Agreement, OPRD shall provide Sponsor $90,037 or 50 percent of the total project costs, whichever amount is less, for the purposes described in Section 5.

4. Project Cost; Matching Funds. Total Cost of the Project is $180,075. The Sponsor Match is $90,038. The Sponsor shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the County Opportunity Grant Program (COGP) Grant Manual.

5. Project: The Project is designed to construct six new full hook-up RV sites, add sewer and Wi-Fi connections to seven existing sites, connect new sewer lines to newly extended city sewer system, relocate dump station, and add Wi-Fi capacity throughout park, within the boundaries described in Sponsor’s grant application. The Project is further described in the Sponsor’s Grant Application, which is attached hereto as Exhibit A.
Sponsor shall have one year from the Effective Date of this Agreement to commence substantial work (i.e., for the Sponsor to award contracts for work or show at least 25% of work is complete). Projects not in compliance with this schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor has provided to OPRD justification for an extension.

6. Progress and Final Reports. Progress and final reports shall be provided using the form attached hereto as Exhibit B.

   a. Progress Reports: Once work has begun, Sponsor shall report to the OPRD on work completed on a quarterly basis as follows:

      Period beginning January 1, ending March 31, report is due April 30.
      Period beginning April 1, ending June 30, report is due July 31.
      Period beginning July 1, ending September 30, report is due October 31.
      Period beginning October 1, ending December 31, report is due January 31.

   b. Final Report: Sponsor must submit a final report within forty-five (45) days of the Project Completion Date or the termination date of the Agreement, whichever occurs earlier. The final report shall include a full and final accounting of all expenditures and a description of the work accomplished.

7. Disbursement and Recovery of Grant.

   a. Disbursement Generally. OPRD shall disburse up to 90 percent of the Grant Funds to Sponsor on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may send invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in the form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be reimbursed, and all such costs must be directly related to the Project and Project budget as shown in Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of any invoice, all reports due under Section 6 hereof must be complete and provided to and approved by OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project.

   b. Allowable Costs. The Grant is for the Project and shall not be used for any other purpose. No Grant funds will be disbursed for any changes to the Project unless such changes are approved by OPRD by Amendment pursuant to section 13.b hereof. Sponsor shall not use any Grant Funds for administration, overhead or indirect costs, whether or not related to this Agreement.

   c. Conditions Precedent to Disbursement. OPRD's obligation to disburse Grant moneys to Sponsor under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

      i. OPRD has 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.

      ii. No default as described in section 11 has occurred.

      iii. Sponsor's representations and warranties set forth in section 8 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

   d. Recovery of Grant Moneys. Any Grant moneys disbursed to Sponsor under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement, would be recoverable by OPRD.
Agreement must be returned to OPRD. Sponsor shall return all Misexpended Funds to OPRD promptly after OPRD's written demand and no later than 15 days after OPRD's written demand. Sponsor shall return all Unexpended Funds to OPRD within 14 days after the earlier of expiration or termination of this Agreement.

8. Representations and Warranties of Sponsor. Sponsor represents and warrants to OPRD as follows:

a. Organization and Authority. Sponsor is a County of Oregon duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant. Sponsor has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Sponsor of this Agreement (1) have been duly authorized by all necessary action of Sponsor and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Sponsor's Articles of Incorporation or Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Sponsor is a party or by which Sponsor or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Sponsor of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Use of Project property: Sponsor further warrants that the land within the project boundary described in Exhibit A shall be dedicated and used for a period of no less than 20 years from the completion of the Project. Sponsor agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.

If the Sponsor 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, the Sponsor must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Sponsor will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Sponsor's control such as condemnation or road replacement or realignment, the Sponsor will be required to pass through to the State that prorated share of whatever consideration is provided to the Sponsor by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.
9. Certain Covenants of Sponsor. Sponsor shall:

   a. Grant Funds. Vigilantly safeguard the Grant moneys received hereunder and maintain financial
      controls sufficient to protect such moneys and ensure that the Grant moneys are used solely for
      purposes of the Project;

   b. Completion. Complete the Project on or before the expiration date of this Agreement and
      submit a final report for the Project to OPRD in accordance with Section 6 hereof.

   c. Publicity. Sponsor shall make every effort to acknowledge and publicize OPRD's participation
      and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging
      OPRD's grant program support. Sponsor also agrees to maintain the signs for the earlier of life of
      the project or a period of twenty (20) years. OPRD may withhold final reimbursement payment until
      signage has been placed.

   d. Public Access to Project: The Sponsor 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.


   a. Access to Records and Facilities. OPRD, the Secretary of State of the State of Oregon
      (Secretary) and their duly authorized representatives shall have access to the books, documents,
      papers and records of Sponsor that are directly related to this Agreement, the Grant moneys provided
      hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the
      Secretary and their duly authorized representatives may make and retain excerpts, copies, and
      transcriptions of the foregoing books, documents, papers, and records. Sponsor shall permit
      authorized representatives of OPRD and the Secretary to perform site reviews of all services
      delivered as part of the Project.

   b. Retention of Records. Sponsor shall retain and keep accessible all books, documents, papers,
      and records, that are directly related to this Agreement, the Grant moneys or the
      Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this
      Agreement or applicable law, following the expiration date. If there are unresolved audit questions
      at the end of the three-year period, Sponsor shall retain the records until the questions are resolved.

   c. Expenditure Records. Sponsor shall document the expenditure of all Grant moneys disbursed
      by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records in
      accordance with generally accepted accounting principles and in sufficient detail to permit OPRD to
      verify how the Grant moneys were expended.

11. Default. Sponsor shall be in default under this Agreement upon the occurrence of any of the following
   events:

   a. Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or obligations
      set forth herein.

   b. Any representation, warranty or statement made by Sponsor herein or in any documents or
      reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant
      moneys or the performance by Sponsor is untrue in any material respect when made;

   c. Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a receiver,
      custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing it inability, or is
      generally unable, to pay its debts as they become due, (iii) makes a general assignment for the
benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of Sponsor, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii) similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. Remedies upon Default. If Sponsor’s default is not cured within 30 calendar days of written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor’s default, OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Sponsor shall pay the amount upon OPRD’s demand.

12. TERMINATION

a. Termination for Convenience. OPRD may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days notice to Sponsor. Neither party shall incur any new obligations for the terminated portion of this Agreement and shall cancel as many obligations as possible immediately upon receipt of notification from the other party. Payment in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. All Unexpended Funds shall be returned to OPRD within 14 days of termination.

b. OPRD Termination. OPRD may terminate this Agreement:

i. Immediately upon written notice to Sponsor, if OPRD does not obtain sufficient funding and expenditure authorizations to allow OPRD to meet its payment obligations under this Agreement.

ii. Immediately upon written notice to Sponsor if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that OPRD does not have the authority to provide Grant moneys for the Project or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.

iii. Upon 30 calendar days advance written notice to Sponsor, if Sponsor is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OPRD may specify in the notice.
13. GENERAL PROVISIONS

a. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Sponsor shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and OPRD and their officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Sponsor or Sponsor’s officers, employees, sub-contractors, or agents under this Agreement.

b. Amendments. This Agreement may be amended or extended only by a written instrument signed by both parties. A request for an extension of the Project Completion Date for a six month period may be granted if requested by Sponsor in writing at least 30 days prior to the Project Completion Date and the request includes a compelling need, as determined in OPRD’s sole discretion, for the extension.

c. Participation in Similar Activities. This Agreement in no way restricts Sponsor or OPRD from participating in similar activities with other public or private agencies, organizations, or individuals.

d. Duplicate Payment. Sponsor shall not be compensated for or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual. All sponsor matching contributions must be used and expended for this project only and within the Project period.

e. No Third Party Beneficiaries. OPRD and Sponsor 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.

f. 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, or mailing the same, postage prepaid to Sponsor or OPRD to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Sponsor, or on the next business day, if transmission was outside normal business hours of the Sponsor. Any communication or notice given by personal delivery shall be effective when actually delivered.

OPRD:
Oregon Parks and Recreation Department
County Opportunity Grant Program Coordinator
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: 503-986-0591
Fax: 503-986-0793

Sponsor:
Lane County
Dave Stockdale
3050 North Delta HWY
g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OPRD (or any other agency or department of the State of Oregon) and Sponsor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. 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. 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.

h. Compliance with Law. Sponsor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Sponsor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Sponsor shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alienage or citizenship. All employers, including Sponsor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.

i. 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.

j. Assignment of Agreement, Successors in Interest. Sponsor shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of OPRD. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as OPRD may deem necessary. No approval by OPRD of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of OPRD in addition to those set forth in this Agreement nor will OPRD’s approval of an assignment, transfer, subcontract or subgrant relieve Sponsor of any of its duties or obligations under this Agreement.
k. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 6, 8, 10, 13.a, 13.e, 13.g, 13.k and 13.l.

l. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Sponsor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS THEREOF: the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

Sponsor:

By: ________________________
Sponsor Signature

Printed Name

Title

Date

State of Oregon, acting by and through its State Parks and Recreation Department

By: ________________________
Roger Roper, Assistant Director, OPRD

Date

OPRD Grant Program:

By: ________________________
Mark Cowan, Grant Program Coordinator

Date

By: ________________________
Wayne Rawlins, Grants Division Manager

Date

Approved for legal sufficiency (when Grant amount exceeds $150,000)

Oregon Department of Justice

By: ________________________

Date

N/A
**PROJECT NAME:** Harbor Vista Campground Site Additions, Add Capacity, and Relocate Dump Station  
**COUNTY / SPONSOR:** Lane County Parks  
**CONTACT PERSON:** Dave Stockdale  
**ADDRESS:** 3050 North Delta Highway  
Eugene, OR 97408  
**PHONE:** 541-682-2002  
**EMAIL:** David.Stockdale@co.lane.or.us

**BRIEF DESCRIPTION OF PROJECT:** Construct and install six (6) new full hookup (w/e/s/wi-fi) campsites at Harbor Vista Campground and add sewer and Wi-Fi capacity to seven (7) other campsites located in the north loop and Wi-Fi throughout the park. Connect new sewer lines to newly extended city sewer sanitation system and relocate dump station to also connect to city sanitation and for better access and campsite odor control.

### DEVELOPMENT, REHABILITATION AND PLANNING COST ESTIMATES

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### SOURCE OF FUNDING

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<td>TOTAL COSTS</td>
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Harbor Vista Campground Site Additions, Add Capacity, and Relocate Dump Station

Additional Budget Information

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<tr>
<td><strong>Sub-Total</strong></td>
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<tr>
<td><strong>Sanitation System Planning &amp; Installation</strong></td>
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<tr>
<td>3&quot; Sewer (Lateral)</td>
<td>$22</td>
<td>500</td>
<td><strong>$11,000</strong></td>
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<td>4&quot; Sewer (Trunk)</td>
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<td>Clean-outs</td>
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<tr>
<td><strong>Site Construction</strong></td>
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<td>Construct &amp; Pave New Pad</td>
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<td>Road Cutting and Trenching</td>
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<td>Campsite Pedestals</td>
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<td>Power Lines</td>
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<td>Fire Rings</td>
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<td><strong>TOTAL COST:</strong></td>
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<td><strong>$180,075</strong></td>
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</table>
COUNTY OPPORTUNITY GRANT APPLICATION

<table>
<thead>
<tr>
<th>PROJECT SITE / LOCATION / DESCRIPTION:</th>
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<tbody>
<tr>
<td><strong>Site Name:</strong> Harbor Vista Campground</td>
</tr>
<tr>
<td><strong>Property Owner:</strong> Lane County</td>
</tr>
<tr>
<td><strong>Township, Range, Section:</strong> 18-12-09-00, TL300/400</td>
</tr>
<tr>
<td><strong>City/Town:</strong> Florence, OR</td>
</tr>
<tr>
<td><strong>Site Description:</strong> North camping loop within 14.2 acre campground and day use county park. Park features day use area, viewing point, viewing platform and lookout point, playground, picnic areas, small trails, restrooms/showers, and an on-site caretaker residence.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OREGON LEGISLATORS:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Senator (District #5):</strong> Joanne Verger</td>
</tr>
<tr>
<td><strong>State Representative (District #10):</strong> Jean Cowan</td>
</tr>
</tbody>
</table>

As an authorized representative of the County, I certify that the applicant agrees that as a condition of receiving County Opportunity Grant Program assistance, it will comply with all applicable local, state and federal laws relating to Civil Rights. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination of the basis of handicap; (c) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (d) the Americans with Disabilities Act of 1990, which prohibits discrimination based on disability - both in the private and public sector; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

[Signature]

Michael Russell, Parks Manager

Typed or Printed Name

10/3/11

Date

(541) 682-2001

Phone

mike.russell@lane.or.us

Email
COUNTY OPPORTUNITY GRANT PROGRAM APPLICATION

(2) PROJECT DESCRIPTION
In the space provided below, describe your proposed project. Include the following information:

- where the project is located, the work to be done, who will do the work, and who will provide supervision;
- the start and end dates of the project;
- for acquisitions only, explain any interim uses of the property and the estimated start date of campground development.

Harbor Vista Campground is located at 87658 Harbor Vista Road in Florence, OR just five miles northwest of historic downtown Florence. The majority of this project's work will occur in the North Loop of the campground and the Dump Station relocation occurring relatively near the entry way of the park. The project consist of adding five (5) new full-hookup sites (water/electric/sewer/Wi-Fi) and one (1) new ADA site, adding sewer hook-ups to the existing seven sites in the loop, relocating the Dump Station approximately 100 yards north of its current location and retiring the old dump station, retiring the current restroom/shower facilities sanitation system, and connecting the 13 North Loop sites, the newly relocated Dump Station, and the existing restroom/shower facility to the newly extended city sewer sanitation system. The project also includes adding Wi-Fi capacity throughout the entire park.

Lane County Parks will hire the Lane County Engineering and Construction Services Division to provide all Engineering, Planning, and Permitting for the project. The County Engineer, in collaboration with the Parks Manager and Superintendent will provide oversight and supervision of all phases of the construction.

The anticipated start date of the project is scheduled for December 2012, with construction beginning April 2013. The project anticipated completion date is August 2013.
COUNTY OPPORTUNITY GRANTS PROGRAM APPLICATION

(4) PLANNING AND PUBLIC INVOLVEMENT

In the space provided below, describe any planning and public involvement efforts that led to the selection of the project, including:

- citizen involvement through public workshops, meetings or hearings;
- involvement of county parks board or local citizens' committees;
- development of a park master plan or other county parks plans;
- other public involvement.

During the Lane County Parks Master Plan public involvement process, several meetings were held throughout Lane County. Broad support for more camping opportunities was communicated. Harbor Vista Campground is a component of the Master Plan and has received unanimous support from the advisory committees and local citizens. The original design and construction of Harbor Vista Campground included these proposed six sites and was unanimously approved by all members of the Parks Advisory Committee and the Lane County Board of County Commissioners.

The Lane County Parks Five-Year Capital Improvement Plan (CIP) lists the work proposed in this project as a top three project. The CIP was developed jointly by Parks staff and the Parks Advisory Committee (PAC) with unanimous approval by the PAC and was also supported by the Board of County Commissioners with unanimous approval during their regularly scheduled business meetings.

This project helps meet the needs from Visioning Topics regarding Parks Amenities and Developed areas of the Master Plan. Participants who contributed in the survey towards the development of the Master Plan listed several amenities important to provide in developed parks. At the top of the list are clean, ADA-compliant, well-maintained restrooms and facilities. In addition, patrons of Lane County Parks identified the need for adequate access and cleanliness. This project will provide increased access to all visitors of the campground and provide clean facilities, an additional ADA site, and increased access to technology via Wi-Fi. These items have consistently been requested by park patrons over time.
(6) ACCESSIBILITY FOR PEOPLE WITH DISABILITIES

Please answer all questions below about accessibility for people with disabilities:

(a) Does your county have an ADA Transition Plan? Yes.

(b) What is the topography of the project site (flat, hilly, rough, uneven, etc.)? The site is nearly completely flat, but is situated on top of a high slope above an ocean beach.

(c) What is the surface of existing or proposed parking areas? How many parking spaces are (or will be) allocated for people with disabilities? All surfaces of all parking areas are asphalt and include 3 ADA designated parking spaces. There is currently one existing ADA campsite and this project is proposing to add one additional ADA site.

(d) What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park? Flat paved roads throughout the park. The trails are hilly and do not accommodate individuals with special needs.

(e) If you are developing campsites, what percent will be accessible? Describe the length, width, and surface material at the sites, and accessible amenities at the sites. What is the distance to the nearest accessible restroom and potable water? This project is proposing a total of 6 new campsites with 1 of those sites constructed to be an ADA site, or 16.67% of the project. This will bring the total number of campsites in the campground to 44, with 2 of them, or 4.55%, designated as ADA campsites. The proposed dimensions for the ADA site are 65 X 16, with paved asphalt and will include full hook-ups of water/electricity/sewer/Wi-Fi. The nearest ADA accessible shower, restroom, and additional potable water will be approximately 300 feet away.

(f) Do existing restrooms and/or shower buildings at the park meet ADA guidelines? If not, what are your plans for making them accessible? Yes.

(g) If you are developing new day use facilities within campgrounds (picnic areas, shelters, fishing docks, playgrounds etc.) how will they be made accessible? Additional day use facilities are not currently planned, but it is anticipated that all future day use expansions will be built according to ADA accessible guidelines.

(h) How does your park system address special accessibility concerns/needs for people with sight or hearing impaired disabilities? Companion animals are allowed in all areas of the campground. All roads are designed to be as flat as possible for safety and ease of accessibility.
COUNTY OPPORTUNITY GRANTS PROGRAM APPLICATION

(8) SUSTAINABILITY

Describe your intent, strategies, documentation of results, and long-term management plans for sustainability in your project.

Lane County is an area rich with natural diversity and more recreational bodies of water than any other county in the state. Lacking in Lane County, when compared to population and tourism, is the availability of camping facilities. Our strategy is to provide a positive accessible camping experience for citizens in perpetuity. Once completed, Harbor Vista Campground will offer increased access for those with disabilities and additional campites for those visiting the Oregon Coast and western Lane County. This project will add to the goal of Harbor Vista Campground to be an example of responsible stewardship and longevity.

The long term management strategy is to consider all current and future needs of campers. This project moves Harbor Vista Campground closer to providing state-of-the-art facilities and amenities for campers and will be constructed using high quality materials designed to prolong usability and be maintenance friendly. This project will continue that development and construction culture of the park. This project will also increase access to future campers and enhance the overall enjoyment of the campground and park.

In 2011 we installed and have implemented an on-site Campground Recycling Center that helps reduce waste and encourages campground patrons to participate with us in long-term sustainability solutions and natural resource preservation. This station has been happily received by all users of the park and is just another element of the park that enhances the overall camping experience.

With Harbor Vista Campground at 100% occupancy during the weekends of the peak season and near 75% occupancy during the weekdays of the same period and generating approximately 3.86% of Lane County Parks' operating budget, it is clear that residents and visitors to Lane County are demanding increased campgrounds and better facilities. Continued investment into the development for increased capacity and accessibility to Harbor Vista Campground will increase occupancy in the campground and enhance the overall camping experience. The revenue generated from the campground continues to cover or exceed the expenses of the campground, making the campground self-sufficient and fully sustainable; and, even making it possible to allocate the additional revenue to other valuable services provided by Lane County Parks. Additionally, Lane County Parks now receives Transient Room Tax (TRT) that is eligible for expenditure to operate any amenity in our system that provides overnight stays. An increase in capacity at this park could qualify for additional reimbursement TRT funds to offset any additional expenses associated with maintenance and repair of all camping related facilities including labor, janitorial supplies, utility costs and expenses associated with the campground office.

The relatively high level of occupancy and the possibility of additional TRT funds to cover additional costs associated with the campground leads us to believe that long term sustainability of Harbor Vista Campground will continue to be established.
**STATE OF OREGON PARKS AND RECREATION DEPARTMENT**

**REQUEST FOR GRANT REIMBURSEMENT**

<table>
<thead>
<tr>
<th>Grant Type</th>
<th>LWCF</th>
<th>ATV</th>
<th>RTP</th>
<th>Local Gov.</th>
<th>RV</th>
<th>Veteran's</th>
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**Project Sponsor:**

**Project Name:**

**Date Work Started:**

**Billing Period: to**

**Date of Approval:**

**Billing #:**

**Billing: [ ] Partial [ ] Final**

**Comments:**

### Project / Grant Summary (Per Agreement)

<table>
<thead>
<tr>
<th>Total Project Cost</th>
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<tbody>
<tr>
<td>Sponsors Match Percentage</td>
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<tr>
<td>Sponsors Contributions</td>
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</tr>
<tr>
<td>Grant / Maximum State Reimbursement</td>
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### DETAIL PROJECT COSTS

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<tr>
<th>TYPE OF EXPENSE</th>
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<th>Cost Previously Billed</th>
<th>Total Project Costs to Date</th>
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<td>Contract Payments</td>
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<tr>
<td>Equipment Rental (Owned/Outside)</td>
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<tr>
<td>Materials and Supplies</td>
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<tr>
<td>Consultant Services (Design/Engineering)</td>
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<td>Value of Approved Donations (Donated labor, materials and equipment)</td>
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<tr>
<td>Approved Pre-Agreement Costs</td>
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<tr>
<td>Real Property Costs</td>
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<tr>
<td>Other</td>
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</tbody>
</table>

A. TOTAL PROJECT COSTS

B. Less Costs in Excess of Agreement

C. TOTAL ELIGIBLE COSTS

D. Sponsor Match

(Multiply C by Required Match %)

E. TOTAL REIMBURSEMENT REQUEST

(C minus D = E)

**Documentation Supporting Expenditures and Match will be required for every Reimbursement.**

I certify that this billing is correct and is based on actual costs incurred and can be supported with documentation on file with the sponsor.

I also certify that the work and services which have been performed to date are in accordance with the approved project agreement including amendments there to; and that this Sponsor has complied with all applicable State and local statutes.

I agree to retain records pertaining to this billing for six years past the project completion date.

I certify that this Sponsor is not involved in any court litigation or lawsuit wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or natural origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the programs or facilities of this Sponsor.

**Signature:**

**Date:**

**Contact:**

**Telephone:**

**Authorized Payment by:**

**Date:**

**Amount of Reimbursement:** $  

**Amount of Admin Costs (LWCF):**