

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 13-01-08-21

( IN THE MATTER OF DELEGATING  
( AUTHORITY TO THE COUNTY  
( ADMINISTRATOR TO ACCEPT AND SIGN  
( GRANT AWARD DOCUMENTS IN THE  
( AMOUNT OF \$20,000 FROM THE OREGON  
( PARKS AND RECREATION DEPARTMENT  
( UNDER THE RECREATIONAL TRAILS  
( PROGRAM FOR TRAIL IMPROVEMENTS ON  
( MT. PISGAH.

**WHEREAS**, the Board desires to seek out grant opportunities to help maintain County parks, and

**WHEREAS**, Parks staff have worked with Friends of Buford Park and Mt. Pisgah and other stakeholders to determine the preferred realignment route for Trail #4, and have scheduled volunteer labor to accomplish the work, and

**WHEREAS**, the Board supports the proposal to realign Trail #4 on Mt. Pisgah as outlined in the Recreational Trails Program application submitted by Parks, and

**WHEREAS**, the grant has been awarded by the Oregon Parks and Recreation Department in an amount of \$20,000 or 44.52% 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 12/27/12 Lane County  
\_\_\_\_\_  
Office of Legal Counsel



# Oregon

John A. Kitzhaber, MD, Governor

## Parks and Recreation Department

725 Summer St NE, Ste C

Salem, OR 97301-1266

(503) 986-0707

Fax (503) 986-0794

[www.oregonstateparks.org](http://www.oregonstateparks.org)

August 28, 2012



Dave Stockdale, Sr. Parks Analyst  
Lane County Parks Department  
3050 N Delta Hwy  
Eugene, OR 97408

RE: **Project Agreements**  
Recreational Trails Program  
**RT12-011 – Howard Buford Recreation Area**

Dear Dave:

Congratulations on your successful application for grant funds for the Howard Buford Recreation Area project.

Enclosed you will find two original copies of the **Recreational Trails Program Agreement** between Oregon Parks and Recreation Department (OPRD) and Lane County Parks Department. This agreement must be approved and signed by you or your designated representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. When we receive Federal Highway Administration confirmation that funds have been committed to your project, we will sign and return your agreement to you along with a **Notice to Proceed** letter. **Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or match.**

Timely implementation and completion of your project is extremely important. Your project must be completed by **September 30, 2014**. This will ensure continued credibility and success of the Recreational Trails Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's beginning or completion.

If you have 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](mailto:mark.cowan@state.or.us). Thank you for helping make this valuable investment in Oregon's recreation, conservation, and natural resources.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: RTP Project Agreement (2)



1 **RECREATIONAL TRAILS PROGRAM**  
2 **GRANT AGREEMENT**  
3

4 **RT12-011 – HOWARD BUFORD RECREATION AREA**  
5

6 **THIS AGREEMENT** is made and entered into by and between the State of Oregon, acting by and through  
7 the Oregon Parks and Recreation Department, hereinafter referred to as **OPRD**, and the **Lane County Parks**  
8 **Department**, hereinafter referred to as the "Sponsor."  
9

10 **RECITALS**  
11

12 **WHEREAS**, the Recreational Trails Program (RTP), authorized by the Safe, Accountable, Flexible,  
13 Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), is a federal aid assistance program  
14 to help States provide and maintain recreational trails for both motorized and non-motorized recreational use.  
15 OPRD has been designated by the Governor of the State of Oregon to administer the Recreational Trails  
16 Program for the State and will do so in accordance with applicable federal, state and local law, including  
17 without limitation 23 USC 206, and federal, state, and local program guidelines; and  
18

19 **WHEREAS**, under ORS 390.980 OPRD may use any funds made available by a federal agency for such  
20 purposes as OPRD determines are necessary or desirable to carry out the purposes of the Oregon Recreation  
21 Trails System Act;  
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23 **NOW, THEREFORE**, OPRD and the Sponsor agree to the following:  
24

25 **AGREEMENT**  
26

27 **1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and  
28 approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be  
29 completed by **September 30, 2014**. This Agreement shall expire on the date final payment is made by  
30 OPRD.  
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32 **2. Agreement Documents.** This agreement consists of this document and includes the following listed  
33 exhibits which are incorporated into this Agreement:  
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35	Exhibit A:	<b>Sponsor's Grant Application</b>
36	Exhibit B:	<b>Progress Report Form</b>
37	Exhibit C:	<b>Request for Grant Reimbursement Form</b>
38	Exhibit D:	<b>RTP Equipment Record Form (for equipment purchases only)</b>
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40 In the event of a conflict between two or more of the documents comprising this Agreement, the language in  
41 the document with the highest precedence shall control. The precedence of each of the documents  
42 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this  
43 Agreement without Exhibits; Exhibit B; Exhibit C; Exhibit D; Exhibit A.  
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45 **3. Grant.** In accordance with the terms and conditions of this Agreement, OPRD shall provide Sponsor  
46 **\$20,000 or 44.52 percent** of the total project cost, whichever amount is less, for the purposes described in  
47 Section 5. OPRD shall pay the Grant from monies available through the United States Department of  
48 Transportation, Federal Highway Administration, as specified in the Recreational Trails Program Federal  
49 Aid Project Agreement.  
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51 **4. Project Cost; Matching Funds.** Total Cost of the Project is **\$44,926**. The Sponsor Match is **\$24,926**  
52 (or **55.48 percent**). The Sponsor shall contribute matching funds or the equivalent in labor, materials, or  
53 services, which are shown as eligible match in the rules, policies and guidelines for the RTP Grant Program.  
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55 **5. Project.** The purpose of this Project is to provide funding assistance to the Lane County Parks  
56 Department allowing them to re-route approximately 1,690 feet of trail to improve water management and  
57 increase year-round access. The Project is further described in the Sponsor's Grant Application, which is  
58 Exhibit A attached hereto.

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60 Sponsor shall have one year from the Effective Date of this Agreement to commence substantial work (i.e.,  
61 for the Sponsor to award contracts for work or show at least 25% of work is complete). Projects not in  
62 compliance with this schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor  
63 has provided to OPRD justification for an extension.

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

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

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

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

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

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73 A progress report giving an accounting of the work accomplished is also required whenever Project  
74 reimbursements are requested. Reports must be in the form provided in Exhibit B.

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76 Sponsor must submit a Final Report and final reimbursement request to OPRD within 45 days of the Project  
77 Completion Date using the form attached hereto as Exhibit B. The final report shall include a full and final  
78 accounting of all expenditures and a description of the work accomplished.

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80 Equipment. Equipment purchases of \$5,000 and greater, made possible with Recreational Trails Program  
81 grant funds must be documented and reported to the State. Once equipment has been purchased using RTP  
82 funds, Sponsor must complete the **RTP Equipment Record** form, attached hereto as Exhibit D, and submit  
83 it to the RTP Grant Program Coordinator. In addition, the RTP Equipment Record form should be updated  
84 and submitted to the RTP Grant Program Coordinator every other year, until equipment value is estimated to  
85 be less than \$5,000. Sponsor should use the same form to document and notify the State of any sale or  
86 disposal of equipment purchased under this agreement.

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88 **7. Disbursement and Recovery of Grant.**

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90 **a. Disbursement Generally.** OPRD shall disburse up to 75 percent of the Grant Funds to  
91 Sponsor on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may  
92 send invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in  
93 the form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be  
94 reimbursed, and all such costs must be directly related to the Project and Project budget as shown in  
95 Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of  
96 any invoice, all reports due under Section 6 hereof must be complete and provided to and approved  
97 by OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of  
98 the Final Report and the completed Project. OPRD will not be obligated to make final payment to  
99 Sponsor until all documentation and reports due under Section 6 hereof are complete and provided to  
100 OPRD, and subject to a final inspection and approval of the Project by OPRD.

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

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

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- 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.
- iv. Sponsor shall provide OPRD a copy of all necessary federal, state and local permits required for the Project.

**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 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:
  - Non-profit Corporation
  - Municipal agency
  - State Agency
  - Federal Government Agency
  - Other Governmental Entity (regional governments, port districts, special districts, etc)

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 **25 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

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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 ORPD's participation and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging ORPD's grant program support. Sponsor also agrees to maintain the signs throughout the life of the project. State 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.

**10. Records Maintenance and Access.**

- 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.

219 c. **Expenditure Records.** Sponsor shall document the expenditure of all Grant moneys  
220 disbursed by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records  
221 in accordance with generally accepted accounting principles and in sufficient detail to permit OPRD  
222 to verify how the Grant moneys were expended.  
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224 **11. Default.** Sponsor shall be in default under this Agreement upon the occurrence of any of the following  
225 events:

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227 a. Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or  
228 obligations set forth herein.  
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230 b. Any representation, warranty or statement made by Sponsor herein or in any documents or  
231 reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant  
232 moneys or the performance by Sponsor is untrue in any material respect when made;  
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234 c. Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a  
235 receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its  
236 inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment  
237 for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a  
238 voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition  
239 seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization,  
240 winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and  
241 appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case  
242 under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the  
243 foregoing; or  
244

245 d. A proceeding or case is commenced, without the application or consent of Sponsor, in any  
246 court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the  
247 composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver,  
248 custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii)  
249 similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization,  
250 winding-up, or composition or adjustment of debts, and such proceeding or case continues  
251 undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered  
252 and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief  
253 against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or  
254 hereafter in effect).  
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256 e. **Remedies upon Default.** If Sponsor's default is not cured within 30 calendar days of  
257 written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its  
258 sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity.  
259 Such remedies include, but are not limited to, termination of this Agreement, return of all or a  
260 portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of  
261 ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor's default,  
262 OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the  
263 Grant moneys, Sponsor shall pay the amount upon OPRD's demand.  
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265 **12. TERMINATION**

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

**Sponsor:**



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Oregon Parks and Recreation Department  
RTP Grant Program Coordinator  
725 Summer Street NE, Suite C  
Salem, OR 97301  
Phone: 503-986-0591  
Email: mark.cowan@state.or.us

Lane County Parks Dept.  
Dave Stockdale, Sr. Parks Analyst  
3050 N Delta Hwy  
Eugene, OR 97408  
Phone: 541-682-2004  
Email: david.stockdale@co.lane.or.us

**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, including without limitation that, for any portion of the Project awarded by Sponsor to a contractor, Sponsor shall provide to OPRD a copy of the contractor's performance bond in the amount of the contract issued by a surety company authorized to do business in Oregon. 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.

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**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:**

**ORPD Grant Program:**

By: \_\_\_\_\_  
Sponsor Signature

By: \_\_\_\_\_  
Mark Cowan, RTP Grant Program Coordinator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Wayne Rawlins, Grants Division Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STATE of OREGON, acting by and through  
its State Parks and Recreation Department**

By: \_\_\_\_\_  
Roger Roper, Assistant Director, OPRD

\_\_\_\_\_  
Date

**Approved for legal sufficiency  
Oregon Department of Justice  
(when Grant amount exceeds \$150,000)**

By: \_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_  
Date

