



**PILT GRANT AGREEMENT
BETWEEN DESCHUTES COUNTY and
Terrebonne Sanitary District**

No. 2025-132

Program Name: Deschutes County PILT Grant
Grantee: Terrebonne Sanitary District
Address: PO Box 2171
Terrebonne OR 97760
Phone Number: 425-224-2458
Contact Person: Tim Brown, President
Amount of Award: \$25,000 (FY 25)
Date of Award:: January 22, 2025

1. Background

Deschutes County has supported development of a sanitary sewer system in the unincorporated community of Terrebonne, through funding a feasibility study, supporting formation of a Sanitary District, development of a Preliminary Engineering Report and design documents, as well as a contribution to the City of Redmond for treatment system capacity and facilitation of state investment in portions of the sewer system within the footprint of the US 97 Project in Terrebonne.

2. Grant Agreement Purpose

The District requested a \$75,000 funding allocation from Deschutes County on October 28, 2024 to finalize shovel-ready construction documents and fund additional administrative costs associated with pursuit of grant/loan opportunities to construct remaining portions of the pressure sewer system within Terrebonne. On November 13, 2024, the Board of County Commissioners approved the District's request and directed use of Road Department PILT funds.

Deschutes County amended existing contract (#2024-941) with Parametrix Inc. to fund the contract services portion of the request in the amount of \$50,000, with a remaining \$25,000 available for allocation to District via this grant.

See Exhibit A for details.

3. Grant Disbursement

The maximum not-to-exceed amount payable to Grantee under this Grant Agreement, which includes any allowable expenses, is **\$25,000.00**. County will not disburse funds to Grantee in excess of the not-to-exceed amount and will not disburse funds until this Grant Agreement has been signed by all parties and all conditions precedent, if any, have been satisfied to the satisfaction of Deschutes County.

4. Reporting Requirements

As applicable, Grantee shall submit reports requested by County.


5. Effective Date and Termination Date.

The effective date of this Grant Agreement ("Agreement") shall be deemed February 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County completes payment of grant funds and issues a written Closure of Grant. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties.

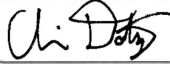
6. Exhibits. This Grant Agreement contains the following Exhibits.
Exhibit A – PROGRAM / USES

IN WITNESS WHEREOF, the Parties hereto have caused this Grant Agreement and attached Exhibits to be executed, either as individuals, or by their officers, thereunto duly authorized.

Terrebonne Sanitary District

Signature	
Email	terrebonnesanitary@gmail.com
Title	President
Date	01/23/2025

Deschutes County

Signature	
Email	Chris.Doty@deschutes.org
Title	Road Department Director
Date	01.22.25

STANDARD TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.**

This Grant 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.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

2. **Compliance with Law.**

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Grantee and this Grant Agreement. This Section shall survive expiration or termination of this Grant Agreement.

3. **Independent Parties; Conflict of Interest.**

- a. Grantee is not an officer, employee, or agent of Deschutes County as those terms are used in ORS 30.265 or otherwise.
- b. If Grantee is currently performing work for Deschutes County or the federal government, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's participation under this Grant Agreement.

4. **Grant Funds; Payments.**

Grantee understands and agrees that County's participation in this Grant Agreement is contingent on County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to participate in this Grant Agreement.

5. **Indemnity.**

GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DESCHUTES COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS GRANT AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS GRANT AGREEMENT.

6. **Default; Remedies.** In the event of breach of this Grant Agreement the Parties shall have the following remedies:

- A. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Grantee may not incur obligations or liabilities after Grantee receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.
- B. If terminated by the County due to a breach by the Grantee, County may pursue any remedies available at law or in equity.
- C. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to County upon demand.

- D. Neither County nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Grantee, respectively.
- E. The passage of this Grant Agreement expiration date shall not extinguish or prejudice the County's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- F. Differences between a Grantee and County will be resolved when possible at appropriate management levels, followed by consultation between governing or operating bodies, if necessary.
- 7. Termination.** All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon sixty (60) days' notice in writing to the other Party. The County may also terminate all or part of this Agreement as specified below:
- A. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from PILT sources is not obtained or is not continued at levels deemed sufficient by County to allow for the underlying grant award. The County will give notice whenever possible.
- B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that the subject matter of the underlying grant award is no longer lawful or deemed an allowable use under this Grant Agreement.
- C. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- D. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination and later termination as set out above, without prior written approval from County.
- 8. Payment on Early Termination.** Upon termination pursuant to Paragraph 7, payment shall be made as follows:
- A. If this Grant Agreement terminated because funding from PILT sources is not obtained or is not continued at levels sufficient to allow for payment of grant funds, the County shall pay Grantee for deemed allowable expenditures undertaken prior to the termination date if such expenditure was performed in accordance with the Grant Agreement. Provided however, County shall not be obligated to allow grant funds to be payable to Grantee for any obligations or liabilities incurred by Grantee after Grantee receives written notice of termination.
- B. If this Grant Agreement is terminated by the Grantee due to a breach by the County, then the County shall pay the Grantee for expenditures incurred prior to the termination date if such work was performed in accordance with the Grant Agreement.
- 9 Records Maintenance, Access.** Grantee shall maintain all financial records relating to this Grant Agreement in accordance with generally accepted accounting principles. Grantee shall retain and keep accessible all Records for the longest of:
- a. Six years following final payment and termination of this Grant Agreement; or
- b. Until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Agreement.
- 10 Assignment of Agreement, Successors in Interest.** Grantee shall not assign or transfer its interest in this Grant Agreement without prior written consent of County. Any such assignment or transfer, if approved in the sole discretion of County, is subject to such conditions and provisions required by County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County apart from those set forth in this Grant Agreement. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns

11 Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Grant Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Grant Agreement.

12. No Third Party Beneficiaries.

- A. County and Grantee are the only Parties to this Grant Agreement and are the only Parties entitled to enforce its terms.
- B. Nothing in this Grant Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Grant Agreement and expressly described as intended beneficiaries of this Grant Agreement.

13 Severability.

The parties agree that if any term or provision of this Grant 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 the Grant Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Grant Agreement.

14 Notice.

Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid to Grantee or County at the address or number set forth in this Grant Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five (5) days after the date of e-mailing. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

<u>To Grantee:</u>	<u>To County:</u>
Terrebonne Sanitary District	Attn: Chris Doty, Road Department Director
Attn: Tim Brown	Deschutes County Road Department
PO Box 2171	61150 SE 27 th Street
Terrebonne OR 97760	Bend, Oregon 97702
Phone: 425-224-2458	Phone: 541-322-7105
Email: terrebonnesanitary@gmail.com	Email: chris.doty@deschutes.org

This Section shall survive expiration or termination of this Grant Agreement.

15 Headings.

The headings and captions to sections of this Grant Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Grant Agreement.

16 Amendments; Waiver; Consent.

County may amend this Grant Agreement to the extent provided herein, the solicitation document, if any from which this Grant Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Grant Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Grant Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Grant Agreement.

17. Merger Clause.

This Grant Agreement 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 Grant Agreement.

DESCHUTES COUNTY / PILT GRANT

EXHIBIT A: PROGRAM / USES

Grantee shall: Utilize grant funds for community outreach, administrative (grant/loan applications, etc), engineering and legal expenses. Funds are intended to fill the gap until additional resources can be provided via grants, loans, or other operational revenue can be obtained.

DESCHUTES COUNTY / PILT GRANT

EXHIBIT B: FUNDING

1. Funding. County shall provide funding to Grantee as follows:

- A. County will fund Grantee in accordance with: fiscal year budget authorization.
- B. Notwithstanding any other payment provision of this Grant Agreement, should Grantee fail to submit required reports when due, or fail to perform or document the employment of funding for the deemed authorized uses; County may immediately withhold payments under this Grant Agreement or reject part or all of Grantee's request for funds.

2. The Maximum Funding Award.

- A. The maximum funding award under this Grant Agreement is **\$25,000.00**.
- B. Grantee shall not submit request for funds / invoices for, and County shall not pay for any sum in excess of the maximum funding award amount set forth above.
 - 1) County may have need to amend maximum funding award through amendment of this Grant Agreement. If this maximum funding award amount is decreased or increased by amendment of this Grant Agreement, the amendment shall be fully effective before Grantee undertakes operations or proceeds with deemed allowable uses subject to the amendment.
 - 2) Notwithstanding any other funding provision of this Grant Agreement, should Grantee fail to submit required reports, itemized receipts or documentation as outlined in this Grant Agreement, or fail to perform or document the performance of awarded project / uses; County shall immediately withhold funding under this Grant Agreement or reject part or the Grantee's entire request for funding.
 - 3) As applicable, in the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide funding for uses / operations rendered without the necessary license or insurance will cease as of the date of expiration or suspension of license and/or insurance.

DESCHUTES COUNTY / PILT GRANT

EXHIBIT C: WORKER'S COMPENSATION EXEMPTION CERTIFICATION

(To be used only if Grantee claims to be exempt from Workers' Compensation coverage requirements)

Grantee is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- NOT APPLICABLE**
 - Grantee is providing Workers' Compensation certificate.
- SOLE PROPRIETOR**
 - Grantee is a sole proprietor, and
 - Grantee has no employees, and
 - Grantee shall not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Grantee's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - The officers and directors shall perform all work. Grantee shall not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Grantee's business is incorporated as a nonprofit corporation, and
 - Grantee has no employees; all work is performed by volunteers, and
 - Grantee shall not hire employees to perform this contract.
- PARTNERSHIP**
 - Grantee is a partnership, and
 - Grantee has no employees, and
 - All work shall be performed by the partners; Grantee shall not hire employees to perform this contract, and
 - Grantee is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- LIMITED LIABILITY COMPANY**
 - Grantee is a limited liability company, and
 - Grantee has no employees, and
 - All work shall be performed by the members; Grantee shall not hire employees to perform this contract, and
 - If Grantee has more than one member, Grantee is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Terrebonne Sanitary District



Signature: _____

Email: tbrown541@msn.com terrebonnesanitary@gmail.com

Title: President

Date: 01/23/2025