

RESOLUTION NO. 1796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILSONVILLE ACKNOWLEDGING AND ACCEPTING THE GRANT OF THE FEDERAL LAND AND WATER CONSERVATION FUND PROGRAM AND THE RESPONSIBILITIES THAT IT IMPLIES FOR THE COMPLETION OF THE PLAYGROUND STRUCTURE IN THE COURTSIDE NEIGHBORHOOD PARK IN COOPERATION WITH THE CITY OF WILSONVILLE AND THE PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, Courtside Neighborhood, located at Courtside Drive and Wimbledon Circle was among the initial parks to receive funding for improvements through the Mayor's Challenge Grant Program for Neighborhood Parks in 1995; and

WHEREAS, through the years 1996-2000 the Courtside Neighborhood has done fund raising, planting and signage improvements to the designated park area in cooperation with the staff of the Community Services Team; and

WHEREAS, the 2001 City Council Resolution 1733 authorized the city to enter into a local government grant program with the state of Oregon for the development of Courtside Neighborhood Park and received a state grant for \$11,000.00 for development of paths and benches in the park; and

WHEREAS, the Wilsonville Parks and Recreation Advisory Board has approved the submission of the grant proposal to the federal Land and Water Conservation Grant Program for the completion of the playground structure at the Courtside Neighborhood Park; and

WHEREAS, staff of the Community Services Team has worked to plan the design of the park and its playground structure in cooperation with Katie Neville, representative of the Courtside Neighborhood; and

WHEREAS, the staff of the Community Services Team and the Courtside Neighborhood Park submitted a proposal for \$25,000.00 in matching funds to the federal Land and Water Conservation Fund Program in a presentation to their review board in February, 2002; and

WHEREAS, the grant proposal was recommended for funding by the Oregon Outdoor Recreation Committee to the Oregon Park and Recreation Department Director on May 30, 2002; and

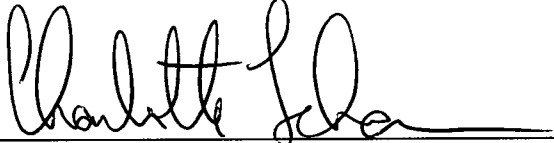
WHEREAS, the staff of the Community Services Team and the Courtside Neighborhood Park Committee are in agreement on the installation of the playground structure that will coordinate neighborhood and city staff to provide labor and resources to match this grant funding amount.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

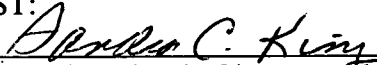
1. Based upon the above recitals, the City of Wilsonville does hereby authorize the Community Services Team to administer the grant monies and to work with the Courtside Neighborhood to purchase and install play equipment for the Courtside Neighborhood Park playground area and to prepare all required documents and reports to the federal Land and Water Conservation Grant Program as specified in the forthcoming Notice to Proceed.

2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular Council meeting thereof this 16th day of September 2002, and filed with the Wilsonville City Recorder this same date.



CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Yes
Councilor Holt	Yes

STATE-LOCAL AGREEMENT
LAND AND WATER CONSERVATION FUND

This agreement, made and entered into this 16TH day of SEPTEMBER, 2002 by and between the STATE OF OREGON, by and through its Parks and Recreation Department, hereinafter called "State," and **City of Wilsonville**, a **Municipal Corporation** of the State of Oregon, by and through its **City Council**, hereinafter called "Sponsor;"

WITNESSETH:

WHEREAS, Sponsor proposes to undertake the following outdoor recreation project: **Courtside Park Playground, OP 2439, in Clackamas County, Oregon**, hereinafter called the "project: and to that end, proposes to perform work and/or require land as set out and described below:

Develop playground area, purchase and install equipment, safety surfacing, and landscaping.

WHEREAS, federal matching funds for acquisition and development of outdoor recreation areas are available under the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as administered by the Department of the Interior; and

WHEREAS, it is the intent of the parties hereto that Sponsor acquire land and/or perform the development work, as set out above in accordance with the Land and Water Conservation Fund Act of 1965, other applicable federal and state statutes, and the requirements of the Department of the Interior; and that State apply to the Department of the Interior for funds with which to reimburse the state for administration costs (2.5% of total project cost), and to reimburse Sponsor for up to 50 percent (50%), less the state administrative charge, of sponsor's costs in acquiring such land and/or performing such work.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

1. The State hereby approves the project proposal and authorizes Sponsor to acquire land and/or perform the work of the project in accordance with the above description. As hereinafter used, "work of the project" shall include both acquisition of land for and development work of the project, and "cost of the project" shall include both costs of acquisition of land for and development work of the project, if such is required.
2. The estimated total cost of the project is **\$50,000.00** sponsor shall in the first instance; pay all the costs of the project and then request reimbursement upon completion of the project. State shall pay sponsor no more than **\$24,375.00** for reimbursement and State shall retain no more than **\$625.00** for State administration

expenses. In no event shall the sum of the payment to Sponsor and the State administration retention exceed fifty percent (50%) of the total actual cost of the project. In the event the actual total cost of the project is less than the estimated total cost set forth above, State's administrative retention shall not exceed 2.5 percent of the total project cost. The Sponsor for work done at the time of billing may submit partial payment request. Final payment will be made upon completion of the project and audit by State of Sponsor's records pertaining to the project. The administrative charge shall be reflected on all billings.

3. Upon completion of the project, Sponsor shall be responsible for the operation and maintenance of said facility for public outdoor recreation in the manner and according to the standards set forth in the Department of the Interior Manual.
4. It is understood by the parties hereto that no funds of State are, under this agreement, except as covered by a separate agreement, committed to payment of any costs of the project, and that obligations imposed upon State to apply for federal funds as well as the right of Sponsor to receive any reimbursement for any costs of the project shall extend only to those portions of the project, including the estimated costs thereof, approved by the Department of the Interior. Furthermore, if Sponsor fails to perform any of the work of the project and such failure, because of commitments made by State to the Department of the Interior, forces State to perform any work necessary to bring the project to a useful state of completion (as determined by State and the Department of the Interior), Sponsor shall reimburse State for all State's costs in performing such necessary completion work, less any federal funds received by State for such work.
5. Sponsor hereby agrees to comply at all times with the LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT (the Federal Project Agreement), General Provisions attached hereto marked "Exhibit A" and by this reference made a part hereof, in accordance with paragraph E of part I (Definitions) of Exhibit A. Sponsor hereby undertakes separately to perform its obligations set forth in said Federal Project Agreement. The benefit to be derived from the full compliance by the Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this agreement, the Sponsor agrees that payment by the Sponsor to the State of an amount equal to the value of any assistance extended under this agreement would be inadequate compensation to State for any breach by the Sponsor of this agreement. The Sponsor further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Sponsor of this agreement shall be the specific performance of the agreement.
6. Sponsor shall complete the work of the project by **June 30, 2004**.
7. Provisions of State law applicable to this agreement are hereby incorporated.

8. Sponsor shall sign this agreement during a duly authorized session of its City Council.
9. Sponsor shall comply with and are subject to the requirements of the Office of Management and Budget Circular A-128, which implements the Single Audit Act of 1984 (P.L. 98-502). Title 49 CFR Part 90.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year first above mentioned.

APPROVED AS TO FORM

STATE OF OREGON, by and through its
Parks and Recreation Department

BY

Assistant Attorney General

Authorized Representative of Oregon
Parks and Recreation Department

ATTEST:

SPONSOR: **City of Wilsonville**



Authorized Signature/Title

by and through its **City Council**

