

RESOLUTION NO. 1430

A RESOLUTION OF THE CITY OF WILSONVILLE (CITY) AUTHORIZING THE MAYOR TO SIGN A FUND EXCHANGE AGREEMENT WITH THE STATE OF OREGON ACTING BY AND THROUGH THE OREGON DEPARTMENT OF TRANSPORTATION (STATE) TO PROVIDE \$44,756 IN FUNDING FOR THE PROPOSED BOBERG ROAD SIDEWALKS PROJECT.

WHEREAS, the City has adopted a Bicycle and Pedestrian Master Plan which contains transportation related improvements to the bikeway and pedestrian systems within the City; and

WHEREAS, the State is responsible for the distribution of Federal Highway funds to individual cities and counties within the State through the Fund Exchange Program. By authority granted under ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvements with the allocation of terms and conditions mutually agreed to by the contracting parties; and

WHEREAS, the State has adopted a Transportation Improvement Program which contains funds for the City of Wilsonville to improve the transportation network within the City; and

WHEREAS, the City wishes to use the funding available through the State's Transportation Improvement Program for the construction of sidewalks along Boberg Road between Barber Street and Boeckman Road in accordance with the Bicycle and Pedestrian Master Plan; and

WHEREAS, the City of Wilsonville has applied for funding for this project through the State's Project Prospectus Program and the State has approved the City's request; and

WHEREAS, the State and City have determined that it is in the best advantage of State and City to enter into the Fund Exchange Agreement; and

WHEREAS, the State, in distributing the funding to the City for the improvements herein, will exchange funds based on the ratio of (\$94) State dollars for (\$100) Federal dollars; and

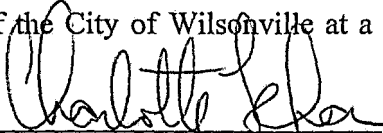
WHEREAS, the State has determined that the City's projects are eligible for the exchange funds and has approved the City's request to exchange (\$47,613) in Federal funds for (\$44,756) in State funds; and

WHEREAS, with funding as outlined, these projects may proceed and the improvements completed in a timely manner.

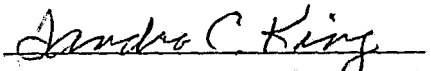
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. That the City Council does hereby approve and authorize the Mayor to sign a Fund Exchange Agreement between the City of Wilsonville and the State of Oregon, acting by and through its Department of Transportation, a copy of which is marked Exhibit "A" and attached hereto and incorporated herein to provide funding for the Boberg Road Sidewalks Project.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof on the 1st day of December, 1997.


CHARLOTTE LEHAN, Mayor

ATTEST:


SANDRA C. KING, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Yes
Councilor Luper	Yes

LOCAL AGENCY
FUND EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF WILSONVILLE, acting by and through its Elected Officials, hereinafter referred to as "Agency".

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that is advantageous to both parties and in the public's interest to enter into this agreement.
3. Agency has submitted a completed and signed Part I of the Project Prospectus outlining the schedule and costs associated with the construction of sidewalks on Boberg Road from Barber Street to Boeckman Road, hereinafter referred to as "project".
4. To assist in funding the project, Agency has requested State to exchange Federal funds which have been allocated to Agency, for State funds based on the following ratio:

 \$94 State for \$100 Federal

Based on this ratio, Agency wishes to trade \$47,613 Federal funds for \$44,756 State funds.
5. State has reviewed Agency's prospectus, considered Agency's request for the fund exchange and has determined that Agency's project is eligible for the exchange funds.
6. The parties agree that the exchange is subject to the following conditions:

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- A. The Federal funds transferred to State may be used by State at its discretion.
- B. State dollars transferred to Agency must be used for the roadway improvements listed in paragraph #3. This fund exchange is to provide funding for specific roadway projects and is not intended for maintenance.
- C. State funds may be used for all phases of the project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible for accounting for expenditure of State funds.
- D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$44,756. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency.
- E. State certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within State's current appropriation or limitation. Funds available for reimbursement on, or after, July 1, 1997 are contingent upon the legislatively approved budget of State.
- F. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding.
- G. Agency agrees to comply with all applicable State, Federal and local laws, rules, regulations and ordinances, including but not limited to those pertaining to Civil Rights.
- H. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current State and Federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering and make all contractor payments required to complete the project.

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I. Agency shall submit a copy of the project plans and specifications to State for review two weeks prior to advertisement for construction bid proposals. State shall notify Agency of any changes or modifications it deems necessary prior to advertisement. Failure to suggest changes shall in no way constitute State approval of the plans and specifications.

J. Agency shall compile accurate cost accounting records. Agency shall bill State, in a form acceptable to State, no more than once a month, for costs incurred on the project. State will reimburse Agency at 94 percent of the billing amount, not to exceed \$44,756. The cost records and accounts pertaining to the work covered by this agreement shall be retained for inspection by representatives of State for a period of three (3) years following final payment. Copies shall be made available upon request.

K. Agency shall, upon completion of project, maintain and operate the project at its own cost and expense.

L. The contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

M. This contract shall be for two years, beginning on the date State's representative executes this agreement, and terminating two calendar years later, on the same month and day, unless otherwise extended or renewed by formal agreement of the parties.

N. This contract may be terminated by mutual consent of State and Agency or by either party upon 30 days' written notice, delivered by certified mail or in person.

O. State and Agency hereto agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 contract did not contain the particular term or provision held to be invalid.

7. Agency shall authorize execution of this agreement during a duly authorized session of its City Council.

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The funding for this fund exchange program was approved by the Oregon Transportation Commission on September 13, 1995, as a part of the 1996-1998 Statewide Transportation Improvement Program.

The Financial Services Branch Manager approved the project on October 3, 1997.

On March 7, 1996, the Oregon Transportation Commission adopted Delegation Order 2 which grants authority to Region Managers to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved workplan budget.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

STATE OF OREGON, by and through
its Department of Transportation

By Richard A. Jones
Region 1 Manager

Date 11/3/97

APPROVED AS TO
LEGAL SUFFICIENCY

By Michael E. Kohlhoff
City Attorney

CITY OF WILSONVILLE, by and through
its Elected Officials

By Donna L. ...
Mayor

By Arvid C. King
Recorder

Date 12-4-97

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STATE OF OREGON, by and through
its Department of Transportation

By Therese A. Jensen
Region 1 Manager

Date 11/2/97

APPROVED AS TO
LEGAL SUFFICIENCY

By Michael E. Kohlhoff
City Attorney

CITY OF WILSONVILLE, by and through
its Elected Officials

By Donette Elton
Mayor

By Andrew P. King
Recorder

Date 12-4-97