

RESOLUTION NO. 1733

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY TO ENTER INTO A LOCAL GOVERNMENT GRANT PROGRAM AGREEMENT WITH THE STATE OF OREGON, ACTING BY AND THROUGH THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE DEVELOPMENT AND IMPROVEMENT OF THE COURTSIDE NEIGHBORHOOD PARK.

WHEREAS, the Courtside neighborhood has approached the Parks and Recreation Advisory Board requesting support for the development of their neighborhood park; and

WHEREAS, the Courtside neighborhood is seeking from the City of Wilsonville and Oregon State Parks and Recreation Department a local government grant to complete an asphalt walkway, install picnic tables and benches in their neighborhood park; and

WHEREAS, on September 18, 2001, the Oregon State Parks and Recreation Department informed the City of Wilsonville the Courtside Neighborhood park application for grant funds was successful, and that funds would be available in the amount of \$11,000; and

WHEREAS, the grant proposal requires authorization in the form of a resolution from the local government; and

WHEREAS, the Parks and Recreation Advisory Board has moved to support the Courtside neighborhood request in furtherance of developing and promoting parks and recreation opportunities; and

WHEREAS, the Community Services Staff has essential information, is capable of providing the appropriate support for the request, and has recommended that the City Council authorize city staff to support and assist in the implementation of the improvements set forth in Exhibit A, attached hereto as if fully set forth, upon receipt of the Notice to Proceed from the State of Oregon.

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

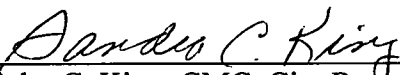
1. Based upon the above recited findings incorporated herein, the City Council does hereby authorize the Community Services Team to assist the Courtside neighborhood in

implementing the purchase, design and installation of an asphalt loop walkway, picnic tables, and benches for their Courtside Neighborhood park.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 1st day of October, 2001, 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
LOCAL GOVERNMENT GRANT PROGRAM**

THIS AGREEMENT is made and entered into on the date of final signature of this agreement by and between the State of Oregon, acting by and through Oregon Parks and Recreation Department, hereinafter referred to as the "State", and **City of Wilsonville** acting by and through its **City Council** or designated representative, hereinafter referred to as the "Sponsor".

* * *

WHEREAS, under ORS 390.180 the State and Sponsor may enter into an agreement concerning acquisition, development, and rehabilitation of outdoor recreation areas and facilities, hereinafter called "Project", and the State may make grants of money to assist the Sponsor in such projects: and

WHEREAS, the State and the Sponsor desire to achieve improvements in park and recreation facilities as hereinafter described in the project application and to that end, the Sponsor proposes to perform work and/or acquire land as set out and described in the Description/Scope of Work section of this agreement and the Sponsor's application.

* * *

Project Title: **Courtside Neighborhood Park Development**

Project Number: **LGP0087**

* * *

A. Funding of Project

- (1) The total cost of the project covered by this Agreement is **\$22,000.00**.
- (2) The value of the Sponsor contributions for this project is **\$11,000.00**. [difference of (1) less (3)].
- (3) The State agrees to pay **\$11,000.00** or **50 percent** of the total project costs; whichever amount is less, from monies available through the Local Government Grant Program.

B. Project Information

Description/Scope of Work: **Project elements include site preparation, asphalt loop walkway, four picnic tables and five park benches.**

The Sponsor's Project and Boundary Map information is more particularly described in the project grant application and by this reference made a part of this agreement.

C. Project Funding, Reports and Payments

Sponsor may begin work upon receipt of a "Notice to Proceed" from the State. Any expenses incurred prior to the agreement date will not be eligible for reimbursement. Once work has begun, sponsor shall report to the State on a quarterly basis, for work completed or for request for partial payment during the quarters as follows:

By April 30 for the quarter beginning January 1 and ending March 31;
By July 31 for the quarter beginning April 1 and ending June 30;
By October 31 for the quarter beginning July 1 and ending September 30;
By January 31 for the quarter beginning October 1 and ending December 31.

A copy of the quarterly reporting form is attached. Please use this form for all progress reporting.

Partial payments up to 90% of the grant amount may be billed to the state during the project period for work completed. State will retain 10% of total grant allocation amount (Section A. (3)). The final 10% will be reimbursed after the project is completed, full documentation is received, and there is final approval and acceptance by State. Partial payments and quarterly reports shall contain a reasonable and accountable request. When partial payments are requested, a status report giving an accounting of the total expenditures and work accomplished during the period is required. At no time will the State reimburse Sponsor for more than the maximum percentage allowed under this agreement.

Sponsor hereby warrants that, at the time this agreement is executed, it has sufficient financial resources available and authorized to complete the work of the project.

Sponsor further warrants that the land within the project boundary shall be dedicated and used for park or recreation purposes. Sponsors must control or will have control of the land, and Sponsor shall not change the use of, sell, or otherwise dispose of the land within the project boundary except upon approval and consent of the State. If the Sponsor converts lands within the project boundary to a use other than park and recreation purposes, or disposes of such land by sale or any other means, the Sponsor must provide replacement property of equal or greater fair market value to that of the converted project land as measured on the date of their conversion or disposal. This will require appraisals for both the converted and the replacement property. Replacement property will not be approved by the State unless the replacement property has park and recreation utility equivalent to the lands converted or disposed.

Billings: Please complete Agency Billing Form and send to: Oregon Parks and Recreation Department, ATTN: Marilyn Lippincott, Grants Project Officer, 1115 Commercial St. NE Suite 1, Salem, Oregon 97301-1002. The Agency Billing Form is attached with this agreement. Please use this form for all requests for reimbursement.

Projects may be inspected by the State prior to final acceptance.

The Sponsor shall have one year from the date of authorization of this agreement to begin substantial work (i.e. for sponsor to award contracts for work or show at least 25% of work is complete if paid by force account). Projects not in compliance with this schedule will be cancelled, unless substantial justification for an extension is warranted.

D. Project Period

This Agreement shall become effective on the date at which both parties have signed this Agreement. Unless otherwise terminated or extended this Project shall be completed and this Agreement shall expire on **June 30, 2003**.

Sponsor must submit a final report within 90 days of the project completion date or the expiration date of the agreement. The final report shall include full and final accounting of all expenditures and description of the work accomplished.

Extensions for a six-month period may be granted for the project agreement only upon written request to the State. Request for an extension must be submitted to the State at least 30 days prior to expiration date of this agreement allowing enough time to prevent a lapse in the agreement. The request for extension must show a compelling need for the extension. No further extensions will be allowed.

F. Amendments

This Agreement may only be amended, if **requested** in writing, **approved** by the State, and **signed** by the parties.

G. Inspections and Audits

The Sponsor shall permit all fund-assisted sites to be inspected by the State and/or its authorized representative(s) at reasonable times.

The Sponsor shall retain a project file including accounting records for three (3) fiscal years after the completion of the project and allow the State, or its authorized representative, to inspect and review all fund related records, to the level of detail prescribed by the reviewing entity, whenever so requested by the State or its

authorized representative.

H. Liability

The Sponsor shall be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the sponsor, while acting within the scope of his office or employment as permitted under the Federal Tort Claims Act, where the United States, if a private person, would be liable to the claimant in accordance with the law of the State where the act or omission occurred.

I. Indemnity

The Sponsor shall defend, save, hold harmless, and indemnify the State of Oregon and the Department and their agencies, subdivisions, officers, directors, agents, employees, and members from any and all claims, suits, actions, losses, liabilities, costs, expenses, and damages of whatsoever nature resulting from, arising out of, or relating to the activities of Sponsor or it's officers, employees, contractors, or agents under this agreement.

J. Notices

- (1) All written communications, which are to be given to the State under this Agreement, will be mailed and addressed as follows:

**Oregon Parks and Recreation Department
Marilyn Lippincott, Grants Project Officer
1115 Commercial St NE Suite 1
Salem, Oregon 97301-1002**

K. No Waiver

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SPONSOR, BY THE SIGNATURE BELOW OF IT'S AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SPONSOR HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT'S TERMS AND CONDITIONS.

L. Availability of Funds:

State certifies at the time this agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the State's current appropriation or limitation.

M. Publicity:

Sponsors should make every effort to publicize the Local Government Grant Program and OPRD's participation.

N. Signs:

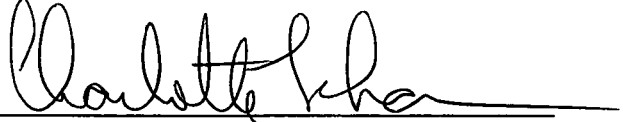
State may require that signs acknowledging Local Government Grant Program assistance be installed at project site.

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.

CITY OF WILSONVILLE

MAYOR

Sponsor Title



Sponsor Signature CHARLOTTE LEHAN

10-3-01

Date

Recommended by

Local Government Grant Coordinator or Representative
Oregon Parks and Recreation Department

Date

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

Authorized Representative of Oregon Parks and Recreation Department

Date