

**RESOLUTION NO. 1245**

**A RESOLUTION OF THE CITY OF WILSONVILLE 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 FUNDING FOR THE PROPOSED BIKEWAY IMPROVEMENT PROJECT KNOWN AS BROWN ROAD PATHWAY FROM PARKWOOD LANE TO WILSONVILLE ROAD (PROJECT #540-49130-5000-415).**

WHEREAS, the State of Oregon has adopted a six-year Transportation Improvement Program; and

WHEREAS, said Transportation Improvement Program contains Federal Highway funds for the City of Wilsonville for the improvement of the transportation network 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; and

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

WHEREAS, the City adopted a 1995/96 Capital Improvement Budget which contains Bikeway and Pedestrian Improvement Projects; and

WHEREAS, the City wishes to use the funding available through the Transportation Improvement Program for the construction of the projects outlined herein; and

WHEREAS, the City of Wilsonville has applied for funding for the projects outlined herein through the State's Project Prospectus Program; and

WHEREAS, the State has approved the City's request for the projects outlined herein; and

WHEREAS, 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 projects with the allocation of costs on terms and conditions mutually agreed to by the contracting parties; and

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

WHEREAS, the State in distributing the funding to the City for the projects outlined herein, will exchange funds based on the ratio of (94) state dollars for (100) federal dollars; and

WHEREAS, based on this ratio, the City wishes to exchange \$46,375 in federal funds for \$43,593 in state funds; and  
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WHEREAS, the State and has determined that the projects outlined herein are eligible for the exchange funds; and

WHEREAS, with funding, the projects can proceed and the City will complete the projects as outlined herein.

NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

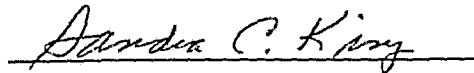
1. That the City Council does hereby approve and authorize the Mayor to sign a Fund Exchange Agreement between the City of Wilsonville and the State of Oregon, acting by and through its Department of Transportation, a copy of which is marked Exhibit "A" and attached hereto and incorporated herein to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

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof, on the 5th day of February 1996, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>Yes</u>
Councilor Hawkins	<u>Absent</u>
Councilor Leahy	<u>Yes</u>
Councilor Lehan	<u>Yes</u>
Councilor Leo	<u>Yes</u>

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 addition of bicycle lanes along Brown Road from Parkwood Lane to Wilsonville 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 \$46,375 Federal funds for \$43,593 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 \$43,593. 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, 1995 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 \$43,593. 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 July 20, 1994, as a part of the 1995 - 1998 Statewide Transportation Improvement Program.

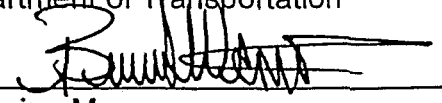
The Financial Services Branch Manager approved the project on October 16, 1995.

On April 12, 1995, the Oregon Transportation Commission adopted Delegation Order 2, which became effective May 1, 1995. The Order 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.

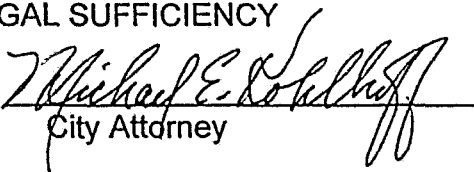
All agreement provisions were approved as to legal sufficiency on July 19, 1995 by Dale K. Hormann, Assistant Attorney General.

STATE OF OREGON, by and through  
its Department of Transportation


By   
Region Manager

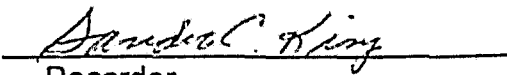
Date 10/24/95

APPROVED AS TO  
LEGAL SUFFICIENCY

By   
City Attorney

CITY OF WILSONVILLE, by and through  
its Elected Officials

By   
Mayor

By   
Recorder

Date 2-5-96