

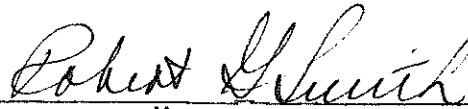
A RESOLUTION AUTHORIZING MAYOR AND)
RECORDER TO EXECUTE AGREEMENT WITH)
STATE OF OREGON, DEPARTMENT OF)
TRANSPORTATION, PARKS AND RECREATION)
DIVISION, FOR FEDERAL LAND AND WATER)
CONSERVATION FUNDS FOR RIVER PARK.)

RESOLUTION NO. 7
for 1981

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON, AS FOLLOWS:

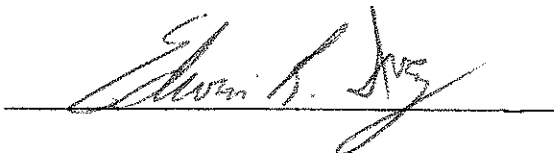
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with the State of Oregon, Department of Transportation, Parks and Recreation Division, for federal Land and Water Conservation Fund grant monies for improvements to the picnic shelter and irrigation system in River Park.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 25th day of February, 1981.



Mayor

ATTEST:



STATE-LOCAL
AGREEMENT
LAND AND WATER CONSERVATION FUND PROGRAM

THIS AGREEMENT, made and entered into this 4th day of March, 1981, by and between the STATE OF OREGON, by and through its Department of Transportation, Parks and Recreation Division, hereinafter called "State", and City of Lebanon a(n) Municipal Corporation of the State of Oregon, by and through its City Council, hereinafter called "Sponsor";

W I T N E S S E T H:

WHEREAS, Sponsor proposes to undertake the following outdoor recreation project: River Park Development (OP)1697 (HCRS) in Linn County, Oregon, hereinafter called the "project" and to that end, proposes to perform work and/or acquire land as set out and described below:

Construct additional irrigation system, renovate picnic shelter and restroom.

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 Heritage Conservation and Recreation Service, 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 Heritage Conservation and Recreation Service; and that State apply to the Heritage Conservation and Recreation Service for funds with which to reimburse Sponsor for up to 50 percent (50%) of its 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 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 \$ 14,000. The 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 \$ 7,000 but not more than 50 percent (50%) of the total project cost. Partial payment requests may be submitted by the Sponsor for work done at the time of billing. Final payment will be made upon completion of the project and audit by State of Sponsor's records pertaining to the project.

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 Heritage Conservation and Recreation Service 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 Heritage Conservation and Recreation Service. Furthermore, if Sponsor fails to perform any of the work of the project and such failure, because of commitments made by State to the Heritage Conservation and Recreation Service, forces State to perform any work necessary to bring the project to a useful state of completion (as determined by State and the Heritage Conservation and Recreation Service), 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 B" 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 for the benefit of State. It is stipulated by the parties hereto that 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 6-30-83

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

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

STATE OF OREGON, by and through its Department of Transportation, Parks and Recreation Division

APPROVED AS TO FORM:

By *[Signature]*
Assistant State Parks Administrator

[Signature]
Assistant Attorney General

Sponsor City of Lebanon

ATTEST:
[Signature]
Recorder

by and through its City Council
[Signature]
Mayor

1/9/80