

RESOLUTION NO. 96-1952

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH THE STATE OF OREGON TO EXCHANGE FEDERAL FUNDS FOR STATE HIGHWAY MONIES FOR COSTS ASSOCIATED WITH ALL PHASES OF THE WYNOOSKI STREET IMPROVEMENTS.

WHEREAS, the City has requested the State to exchange Federal funds for State funds based on the following ratio: \$94.00 State to \$100.00 Federal; and

WHEREAS, the State has agreed to exchange \$68,057 Federal funds for \$63,974 State funds; and

WHEREAS, the City Council has reviewed this proposal at its January 16, 1995 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

1. The agreement prepared by the State entitled Miscellaneous Contracts and Agreements No. 13,907 is hereby accepted and approved by the City Council.
2. The City Council authorized the City Manager to sign said agreement subject to approval of the City Attorney as to the legal sufficiency of the agreement.

ADOPTED by the City Council of the City of Newberg, Oregon, this 16th day of January, 1996.


Duane R. Cole, City Recorder

ATTEST:


Donna Proctor, Mayor

October 9, 1995

Misc. Contracts and Agreements
No. 13,907

NEWBERG FUND EXCHANGE AGREEMENT 1995

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 **THE CITY OF NEWBERG**, 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 it 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 all phases of the **WYNOOSKI STREET IMPROVEMENTS**, 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 **\$68,057** Federal Funds for **\$63,974** 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:
 - A. The Federal Funds transferred to State may be used by State at its discretion.

- 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 **\$63,974**. 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 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 agreement 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 agreement 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 agreement 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 agreement did not contain the particular term or provision held to be invalid.

NOTE FROM DARLA BALDONI

TO: *Peggy*

DATE: *2-12-96*

☐	For your information	☐	Please note and return
☐	For your signature	☒	For your files
☐	Please take action	☐	Would like to see you

REMARKS:

*This reso. had a correction
as noted across the top (by
John Knight).*

Peggy-

*here's the original
agreement & a
photo copy on bond
for your records.
These go with
Reso 96-1952*

Tabbi

2/13

October 9, 1995

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2. State and Agency have determined that it 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 all phases of the **WYNOOSKI STREET IMPROVEMENTS**, 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:

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Based on this ratio, Agency wishes to trade **\$68,057** Federal Funds for **\$63,974** 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:

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 project described on page 1. 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 **\$63,974**. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency.
- E. 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 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.

- 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 **\$63,974**. 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 years following final payment. Copies shall be made available upon request.
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7. Agency shall authorize execution of this agreement during a duly authorized meeting of its City Council.

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 Funds and Grants Administration Manager approved this Fund Exchange on September 29, 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.

CITY OF NEWBERG, by and through
its elected officials

By Duane R. Cole
Duane R. Cole

Title _____
City Manager

By Authority of Resolution No. 96-1952
approved on 1/16/96.

Title _____

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By W. Gary Johnson
Region Manager

Date 1-29-96

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact and Address:

Larry Anderson
Engineering Manager
719 East First Street
Newberg, OR 97132

October 9, 1995

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CITY OF NEWBERG, by and through
its elected officials

By 
Duane R. Cole

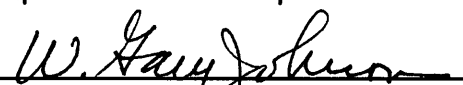
Title _____
City Manager

By Authority of Resolution No. 96-1952
approved on 1/16/96.

Title _____

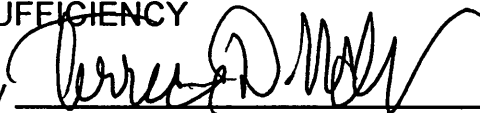
Date _____

STATE OF OREGON, by and through
its Department of Transportation

By 
Region Manager

Date 1-29-96

APPROVED AS TO LEGAL
SUFFICIENCY

By 
Agency Counsel

Date 2/14/96

Agency Contact and Address:

Larry Anderson
Engineering Manager
719 East First Street
Newberg, OR 97132