

RESOLUTION NO. 1873

WHEREAS, this a resolution approving the agreement between the State of Oregon's Department of Transportation and the City of Albany, Oregon, covering any matching grant under Oregon Laws 1975, Chapter 22.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Mayor and the City Recorder be authorized to execute a certain agreement between the State of Oregon by and through its Department of Transportation, Mass Transit Division, and the City of Albany covering a grant for financial assistance for use in urban mass transportation. A copy of said agreement is attached as Exhibit A.

DATED THIS 25TH DAY OF MAY, 1977.



MAYOR

ATTEST:



CITY RECORDER

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 1977, by and between the State of Oregon, by and through its Department of Transportation, Mass Transit Division, hereinafter referred to as "Division" and the City of Albany, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WHEREAS, the Fifty-Eighth Oregon Legislative Assembly appropriated \$96,000 under Special Payments for Small Urban Matching Grants, Oregon Laws 1975, ch 522; and

WHEREAS, City has applied to the United States of America, Department of Transportation, Urban Mass Transportation Administration for financial assistance in the purchase of capital equipment consisting of buses.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I

DIVISION'S OBLIGATIONS

1. Division shall reimburse City in an amount not to exceed \$25,000 for the non-federal share of costs associated with the acquisition of capital equipment, specifically the purchase of 3 buses, under City's Urban Mass Transportation Capital Grant Contract. Such Contract shall after signature be attached hereto and be made a part hereof. Funding by Division is contingent upon final approval of the Capital Grant Application by the Urban Mass Transportation Administration.

2. Payment by Division to City shall be upon official request of City accompanied by documentation satisfactory to Division to support such payment.

II.

CITY'S OBLIGATIONS

1. City agrees that facilities and equipment acquired pursuant to federal funding and this Contract shall be used for providing public transportation service within the service area specified in the Grant Application to the Urban Mass Transportation Administration. Such use shall substantially conform to the Project Description submitted to the Urban Mass Transportation Administration.

2. Project equipment costing less than \$30,000 shall be used for a period of five years from the date of purchase; equipment costing \$30,000 to less than \$50,000 shall be used for a period of ten years from the date of purchase and equipment costing \$50,000 or more shall be used for 20 years.

3. If, during the above time, Project equipment is not used for public transportation service, or in a manner substantially different from that described in the Project Description, City shall immediately notify Division and shall remit to Division a proportional amount of the fair market value, if any, of such property. A proportional share shall be the ratio of payment by Division to the total cost of the Project equipment. Fair market value shall be deemed the value of the property as determined by public sale of such property or competent appraisal which is satisfactory to Division.

The intent of Division, however, is to assist in the purchase of buses for service; therefore, should the City trade or sell Project equipment for the purpose of procuring new or improved equipment to better serve the purposes of public transportation in the area, Division will not claim a prorata share of the proceeds of such sale or trade.

4. City shall keep satisfactory records regarding the use of the property for submission to Division upon the request of Division.

5. City shall maintain such insurance or self-insurance as will be adequate to protect the Project equipment for the required period of use in accordance with City policy and sound business practice.

6. City will provide to Division copies of all audit reports prepared by an independent auditor in conformance with generally accepted accounting procedures which cover the purchase of Project equipment. If such audit reports are not available, Division reserves the right to conduct its own audit of the City's books.

7. City shall save and hold harmless the State of Oregon including the State Transportation Commission, the Department of Transportation, Mass Transit Division and their members, officers, agents and employees from all claims, suits or action of whatever nature arising out of the performance of this Contract or the operations of the transportation system except for claims arising out of the negligent acts or omissions of State, its employees or representatives.

8. City shall comply with all federal, state and local laws, ordinances and rules applicable to this Agreement.

III.

GENERAL PROVISIONS

1. This Agreement may be revised or amended by a supplemental written agreement between the parties.

2. This Agreement shall become effective upon the signing of the document by the Administrator of the Mass Transit Division.

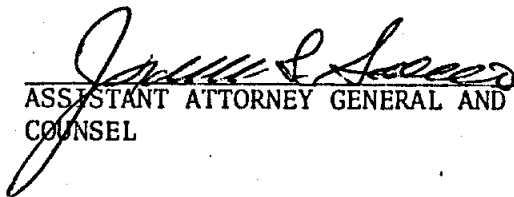
3. This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with the terms of this Agreement.

4. City shall pass an ordinance or resolution, as the case may be, authorizing the Mayor and City Clerk to enter into the Agreement on behalf of City and the same shall be made a part hereof and attached hereto.

5. This Agreement is approved by the Administrator of the Mass Transit Division under the authority granted to him by the Oregon Transportation Commission. Said authority is set forth in Oregon Transportation Delegation Order No. 17, adopted by the Commission on March 30, 1976.

Signed this _____ day of _____, 1977.

APPROVED AS TO FORM



ASSISTANT ATTORNEY GENERAL AND
COUNSEL

ASSISTANT ATTORNEY GENERAL

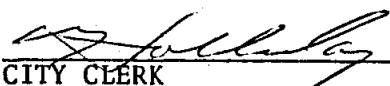
STATE OF OREGON BY AND THROUGH
ITS DEPARTMENT OF TRANSPORTATION,
MASS TRANSIT DIVISION

ADMINISTRATOR, MASS TRANSIT DIVISION

CITY OF ALBANY



MAYOR



CITY CLERK