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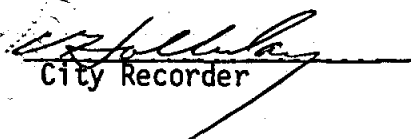
RESOLUTION NO. 2011

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Mayor and City Recorder be authorized to execute the contract with the State of Oregon Public Transit Administration regarding Project No. OR-03-0017 and the City of Albany for State participation for an additional \$16,062.

DATED THIS 25TH DAY OF OCTOBER, 1978.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

71  
2011

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1978, 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, pursuant to Chapter 230 Oregon Laws 1977, the Oregon Transportation Commission through Division is authorized to enter into contracts with and disburse funds for the purpose of supporting public transportation including CAPITAL IMPROVEMENT; and

WHEREAS, City has received a capital grant from the Urban Mass Transportation Administration (UMTA) for 80 percent of the cost of the purchase of buses, and

WHEREAS, Division and City now wish to enter into an agreement for financial assistance in the nonfederal share of the costs of said 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 \$16,062 for the nonfederal 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 (OR-03-0017).
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 trans-

portation 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 and shall be for the period specified by OR-03-0017.

2. 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.

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

4. 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.

5. 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.

6. City shall save and hold harmless the State of Oregon including the State Transportation Commission, the Department of Transportation, Public 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 Agreement or the operations of the transportation system except for claims arising out of the negligent acts or omissions of State, its employees or representatives.

7. 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 Public 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 was approved by the Oregon Transportation Commission on March 28, 1978, at which time the Administrator of the Public Transit Division was authorized and directed to sign said Agreement for and on behalf of the Commission. Said authority is set forth in Volume \_\_\_\_\_, Page \_\_\_\_\_, Minute Book of the Oregon Transportation Commission.

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Assistant Attorney General and  
Counsel

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

\_\_\_\_\_  
Administrator  
Public Transit Division

CITY OF ALBANY:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk