


Resolution No. 2365

NOW, THEREFORE BE IT RESOLVED by the Albany City Council that it accept grants from the State of Oregon Public Transit Division for operating assistance for the Albany Transit System in an amount not to exceed \$29,460.00 and for the Linn-Benton Loop System in an amount not to exceed \$14,890.00.

DATED THIS 17TH DAY OF NOVEMBER, 1982.

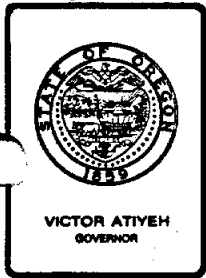
  
\_\_\_\_\_  
Mayor

ATTEST:

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

*Rec'd 8/20/82*

*State of Oregon  
Operating Aids  
Agreement  
Linn-Benton  
Loop System*



**Department of Transportation  
PUBLIC TRANSIT DIVISION**

TRANSPORTATION BUILDING, SALEM, OREGON 97310 PHONE 378-8201

August 17, 1982

In Reply Refer to  
File No.:

Michael Corso  
Linn-Benton Loop System  
PO Box 490  
Albany, Oregon 97321

ALT 5-2

I have enclosed three copies of our grant agreement for operating and administrative assistance for the period beginning July 1, 1982. This agreement will commit \$ 14,890 of state and federal funds.

The agreement this year takes the form of a supplemental agreement to our 1981-82 grant agreement. We finalized that agreement on October 29, 1982.

The supplemental agreement makes only two changes to our grant agreement. The amendment to "Contract Limit" (page one) inserts the amount of your 82-83 grant. It also specifies the period during which your costs are eligible for reimbursement.

The amendment of "Reallocation of Funds" (page one) allows Public Transit to shift funds from grants which will not use the entire amount of funding to other grants which have used their entire amounts. This amendment extends the date to which Public Transit will make projections of your expenditures. The date change will clear up questions that arose last year concerning reallocation. Public Transit will not reallocate funds arbitrarily. Rather, we will compare our projections of your expenses based upon this year's spending history as well as past year's history. If it appears that a large balance of the grant will be unused by June 30, 1983, Public Transit will consult with you to determine why this balance will exist. Only then will we take any actions to shift unused funds to other grants.

There are no changes in the basic grant agreement beyond those discussed above. All of the other provisions of the grant remain in effect.

Please have all three copies of the supplemental agreement signed. As usual, you should attach a copy of the resolution or ordinance authorizing approval of the agreement. Please return all three copies of the agreement to me for final signature. When it is fully executed, I will return one copy to you.

*Victor*  
Victor Dodier  
Program Manager

VD:ks

Attachment: 1982-83 Grant Agreements

## SUPPLEMENTAL AGREEMENT

### 1982-83 Operating Assistance

This Supplemental Agreement is made and entered into by and between the State of Oregon, by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "Division" and the City of Albany, Linn-Benton Loop Project, hereinafter referred to as "Contractor".

WHEREAS, Division and Contractor have entered into the agreement of October 29, 1982 to provide operating assistance; and,

WHEREAS, Contractor has submitted an application for funding during fiscal year 1982-83 which describes the area to be served, the type of transportation service, and the amount of funding.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, Division and Contractor agree to amend the agreement of October 29, 1981 as follows:

#### Part A

Part 1, Section 2, Contract Limit shall be amended to include the following:

In addition to the amount of reimbursement specified in Subsection 2(a), reimbursement not to exceed \$14,890 of State General Funds and/or federal funds available under Section 18 of the Urban Mass Transportation Act of 1964, as amended, shall be made available for the period commencing July 1, 1982 and ending June 30, 1983.

Part 1, Section 5, Reallocation of Funds shall be amended as follows:

Division reserves the right to reallocate any portion of the amounts specified in Part 1, Section 2 which, based upon the Division's estimates, will not be used by June 30, 1983.

#### Part B

Section 1. This Supplemental Agreement shall be executed by those officials authorized to execute it on the Contractor's behalf. Contractor shall attach to this Agreement a copy of the motion or resolution which authorizes officials to execute the Agreement and shall certify its authenticity.

This Supplemental Agreement does not alter any provisions of the agreement of October 29, 1981 beyond those specified in Part A.

This Supplemental Agreement is approved by the Administrator of the Public Transit Division under authority granted him by the Oregon Transportation Commission. Said authority is set forth in Oregon Transportation Commission Delegation Order Number 24 adopted by the Commission on June 19, 1979.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

APPROVED AS TO LEGAL SUFFICIENCY

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

Maitha L. Rice  
Assistant Attorney General  
17 Aug. 1982

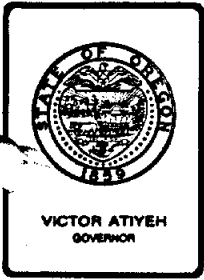
\_\_\_\_\_  
Administrator

Contractor

Wilbur B. Barrons  
Title City manager

Spencer  
Title Finance director

\_\_\_\_\_  
Title \_\_\_\_\_



Department of Transportation  
**PUBLIC TRANSIT DIVISION**

TRANSPORTATION BUILDING, SALEM, OREGON 97310 PHONE 378-8201

State of Oregon  
Operating Cost  
Agreement  
ATS

August 17, 1982

In Reply Refer to  
File No.:

Michael Corso  
City of Albany  
PO Box 490  
Albany, Oregon 97321

ALT 5-2

I have enclosed three copies of our grant agreement for operating and administrative assistance for the period beginning July 1, 1982. This agreement will commit \$ 29,460 of state and federal funds.

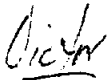
The agreement this year takes the form of a supplemental agreement to our 1981-82 grant agreement. We finalized that agreement on October 29, 1981.

The supplemental agreement makes only two changes to our grant agreement. The amendment to "Contract Limit" (page one) inserts the amount of your 82-83 grant. It also specifies the period during which your costs are eligible for reimbursement.

The amendment of "Reallocation of Funds" (page one) allows Public Transit to shift funds from grants which will not use the entire amount of funding to other grants which have used their entire amounts. This amendment extends the date to which Public Transit will make projections of your expenditures. The date change will clear up questions that arose last year concerning reallocation. Public Transit will not reallocate funds arbitrarily. Rather, we will compare our projections of your expenses based upon this year's spending history as well as past year's history. If it appears that a large balance of the grant will be unused by June 30, 1983, Public Transit will consult with you to determine why this balance will exist. Only then will we take any actions to shift unused funds to other grants.

There are no changes in the basic grant agreement beyond those discussed above. All of the other provisions of the grant remain in effect.

Please have all three copies of the supplemental agreement signed. As usual, you should attach a copy of the resolution or ordinance authorizing approval of the agreement. Please return all three copies of the agreement to me for final signature. When it is fully executed, I will return one copy to you.

  
Victor Dodier  
Program Manager

VD:ks

Attachment: 1982-83 Grant Agreements

SUPPLEMENTAL AGREEMENT

1982-83 Operating Assistance

This Supplemental Agreement is made and entered into by and between the State of Oregon, by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "Division" and the City of Albany, hereinafter referred to as "Contractor".

WHEREAS, Division and Contractor have entered into the agreement of October 29, 1981 to provide operating assistance; and,

WHEREAS, Contractor has submitted an application for funding during fiscal year 1982-83 which describes the area to be served, the type of transportation service, and the amount of funding.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, Division and Contractor agree to amend the agreement of October 29, 1981 as follows:

Part A

Part 1, Section 2, Contract Limit shall be amended to include the following:

In addition to the amount of reimbursement specified in Subsection 2(a), reimbursement not to exceed \$29,460 of State General Funds and/or federal funds available under Section 18 of the Urban Mass Transportation Act of 1964, as amended, shall be made available for the period commencing July 1, 1982 and ending June 30, 1983.

Part 1, Section 5, Reallocation of Funds shall be amended as follows:

Division reserves the right to reallocate any portion of the amounts specified in Part 1, Section 2 which, based upon the Division's estimates, will not be used by June 30, 1983.

Part B

Section 1. This Supplemental Agreement shall be executed by those officials authorized to execute it on the Contractor's behalf. Contractor shall attach to this Agreement a copy of the motion or resolution which authorizes officials to execute the Agreement and shall certify its authenticity.

This Supplemental Agreement does not alter any provisions of the agreement of October 29, 1981 beyond those specified in Part A.

This Supplemental Agreement is approved by the Administrator of the Public Transit Division under authority granted him by the Oregon Transportation Commission. Said authority is set forth in Oregon Transportation Commission Delegation Order Number 24 adopted by the Commission on June 19, 1979.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

APPROVED AS TO LEGAL SUFFICIENCY

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

Martha L. Rice  
Assistant Attorney General  
17 Aug. 1982

\_\_\_\_\_  
Administrator

Contractor

Willa Barons  
Title City Manager

[Signature]  
Title Finance Director

\_\_\_\_\_  
Title \_\_\_\_\_