

# Transportation Program Operation Agreement

THIS AGREEMENT is made and entered into by and between the CITY OF SWEET HOME, an Oregon municipal corporation, herein called "City" and SENIOR CITIZENS OF SWEET HOME, Inc., an Oregon nonprofit corporation, herein called "Senior Center".

WHEREAS, Senior Center is engaged in public transportation and operates an eligible transportation program as identified in the Grant Agreement between the City of Sweet Home and The State of Oregon, Oregon Department of Transportation, Public Transit Division, and

WHEREAS, City has and intends to continue to enter into a State of Oregon 5311 Rural and Small Urban Area Transit Assistance Program Operating Grant Agreements as may be awarded (herein called "Grant Agreements") by and through its Department of Transportation, Public Transit Division (herein referred to as "Division"), and

WHEREAS, this Transportation Program Operation Agreement specifies the terms and conditions for receipt by the Senior Center of Transportation Program from the City, and

WHEREAS, this Transportation Program Grant Agreement will be in full force and effect as long as the City is in receipt of funds from "Grant Agreements" and/or until June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein, City and Senior Center hereby agree as follows:

City shall pay or cause to be paid from the funds received from the Division under the Grant Agreement to the Senior Center all funds that are eligible for payment under the terms of the Grant Agreement.

Senior Center shall operate its public transportation system and use the funds received in accordance with the terms of the Grant Agreement and the General Provisions, which are attached thereto and by reference incorporated therein. The records of the Senior Center pertaining thereto shall be maintained by the Senior Center and made available to City, Division, and other agencies, as provided in the General Provisions.

Senior Center is and shall act as an independent contractor in the operation of its public transportation system, and not as an agency of nor an employee of the City.

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Senior Center shall save and hold harmless the City and the State of Oregon, including the Oregon Transportation Commission, the Department of Transportation , Public Transit Division , and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this agreement and said Grant Agreements, except for claims arising out of the negligent acts or omissions of the City of Sweet Home or of the State of Oregon, its employees or representatives.

Senior Center shall make such reports in regard to its public transportation system as may be required by City and may be required by Division.

City shall make such reports to Division as may be required and cooperate with Division and Senior Center in the administration of the Grant Agreement.

Either party may terminate this agreement with ninety (90) days written notice.

Executed by the Senior Citizens of Sweet Home, Inc. by authority of its Board of Directors.

Executed by the City of Sweet Home by authority of its Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Senior Citizens of Sweet Home, Inc

City of Sweet Home

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Murya Scherer, President

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Susan Coleman, Mayor

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Dawn Mitchell, Executive Director

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Kelcey Young, City Manager

