

RESOLUTION NO. 1125

A RESOLUTION AUTHORIZING THE TRANSIT DIRECTOR OF THE CITY OF WILSONVILLE TO EXECUTE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT AND CITY OF WILSONVILLE JOINT OPERATING AGREEMENT MODIFICATION NO. 3.

WHEREAS, the City and Tri-Met find it mutually advantageous to continue a joint operating agreement to:

- a. Finance and deliver existing public transit services within a defined area; and
- b. Establish a process for coordinating the planning and provision of transit services; and

WHEREAS, pursuant to the authority granted to Tri-Met under ORS Chapter 267, its Board of Directors has adopted Ordinance 167 thereby authorizing the withdrawal of the Wilsonville area from the Tri-Met District; and

WHEREAS, Tri-Met and the City have authority under ORS Chapter 190 to enter into this Agreement.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Transit Director is hereby authorized to execute on behalf of the City of Wilsonville Modification No. 3 of the revised Contract No. 92-0505I, entitled "Tri-County Metropolitan Transportation District / City of Wilsonville Joint Operating Agreement", a copy of the Modification is marked Exhibit A, attached hereto and incorporated by reference herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 1st day of August, 1994, and filed with the Wilsonville City Recorder this same date.


GERALD A. KRUMMEL, Mayor

ATTEST:

Vera A. Rojas
VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Benson	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Sempert	<u>AYE</u>

EXHIBIT A

COMPLETE IN DUPLICATE

Modification No. 3
Contract No. 92-0505I

This modification is written to make the following changes to the above written lease between Tri-Met and the City of Wilsonville.

1. This modification is effective June 30, 1994.
2. The contract term shall be extended through January 14, 1995 at which time the contract shall terminate.
3. Tri-Met shall be compensated in accordance with Exhibit A, attached to and made a part of this modification.
4. All remaining terms and conditions of the original contract and modifications remain in full force and effect.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 119, 314, 316-18, 320, 321 and 323 and Sections 10-20, Chapter 533, OR Laws 1981, as amended by Chapter 16, OR Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630-310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

CITY OF WILSONVILLE, OREGON

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

Signature: _____

Signature: _____

Name: _____

Name: Tom Walsh

Title: _____

Title: General Manager

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Wilsonville, Oregon 97070

Address: 4012 SE 17th Ave.
Portland, OR 97202

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(503) 682-1011

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