RESOLUTION NO. __4716__

A RESOLUTION ACCEPTING THE 2002-2003 OREGON STATE UNIVERSITY INTERGOVERNMENTAL AGREEMENT FOR FUNDING THE OSU/LBCC DUAL ENROLLMENT PASS PROGRAM ON THE LINN-BENTON LOOP TRANSIT SYSTEM.

WHEREAS, Oregon State University has submitted the 2002-2003 OSU/LBCC dual enrollment pass program agreement for the Linn-Benton Loop Transit System; and

WHEREAS, the City of Albany is the service provider for the Linn-Benton Loop Transit System.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Oregon State University funding support for the OSU/LBCC dual enrollment pass program in the amount of $12,000 for the Linn-Benton Loop Transit System for fiscal year 2002-2003; and

BE IT FURTHER RESOLVED that the City Council of the City of Albany, Oregon, accepts these funds and authorizes the City Manager to execute the agreement and conditions for their acceptance.

DATED THIS 26TH DAY OF JUNE 2002.

_____June 26, 2002_____
Effective Date

_____
Mayor

ATTEST:

_____
City Recorder

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INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this _13th_ day of _June_ 2002 by and between the CITY OF ALBANY, hereinafter referred to as "City," and OREGON STATE UNIVERSITY, hereinafter referred to as "OSU," the promises of each being given in consideration of the promises of the other.

WHEREAS, the City is the operator of the Linn-Benton Loop Transit System, which provides economical, effective, and responsive public transit systems between Albany, Corvallis, OSU, and Linn-Benton Community College (LBCC); and

WHEREAS, OSU desires to provide a public transit option for OSU/LBCC dual enrollment program students travelling to LBCC from Corvallis; and

WHEREAS, the City agrees to provide regular bus route transportation on the Linn-Benton Loop Transit System to OSU/LBCC dual enrollment program students at no fare upon the display of a valid LBCC identification card.
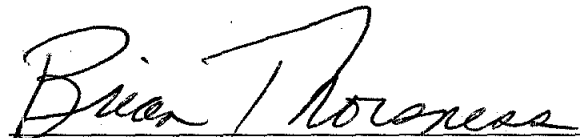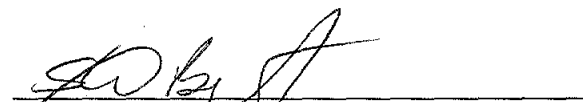
NOW, THEREFORE, the parties agree as follows:

1. <u>Compensation</u>. OSU shall pay $12,000 to the City to provide transit service for students on regular Loop bus routes.

2. <u>Purpose</u>. The City shall use these funds to offset the operating expenses of Linn-Benton Loop Transit System.

3. <u>Term</u>. The period of this Agreement is from July 1, 2002, through June 30, 2003.

4. Each party shall indemnify and hold harmless the other from any suits or damages caused by the negligent actions or omission of its employees or agents. Nothing in the hold harmless condition shall be deemed to create a liability in excess of the Oregon Tort Claims limit for either party. The City shall maintain general and automobile liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now exists or as may be hereinafter amended. Such insurance shall name Linn-Benton Community College, Oregon State University, and the Linn-Benton Loop Transit System as additional insureds, but only with respect to the City's services to be provided under this Agreement.

5. The parties shall not discriminate on the basis of race, religion, sex, color, age, source of income, sexual orientation, or national origin in the performance of this contract.

In witness whereof the parties hereto affix their signatures below.

OREGON STATE UNIVERSITY

Mark E. McCambridge
Vice President of Finance and Administration

CITY OF ALBANY, OREGON

Steve Bryant
City Manager

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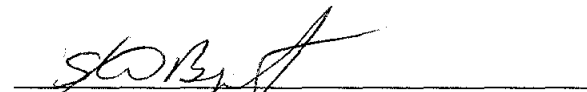
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OREGON STATE UNIVERSITY   CITY OF ALBANY, OREGON

Mark E. McCambridge   Steve Bryant
Vice President of Finance and Administration   City Manager

2002-2003 Intergovernmental Agreement   City of Albany/Oregon State University
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