

RESOLUTION NO. 5013

A RESOLUTION ACCEPTING THE 2004-2005 LINN-BENTON COMMUNITY COLLEGE INTERGOVERNMENTAL AGREEMENT FOR ALBANY TRANSIT SYSTEM AND THE LINN-BENTON LOOP TRANSIT SYSTEM PASS PROGRAMS.

WHEREAS, Linn-Benton Community College has submitted the 2004-2005 intergovernmental agreement for Albany Transit System and the Linn-Benton Loop Transit System pass programs; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Linn-Benton Community College intergovernmental agreement in the amount of \$15,000 for pass programs for Albany Transit System (\$2,000) and the Linn-Benton Loop Transit System (\$13,000) for fiscal year 2004-2005; and

BE IT FURTHER RESOLVED that Albany Transit System and the Linn-Benton Loop Transit System will provide rides to Linn-Benton Community College students, staff, and faculty at no additional cost to the individuals upon display of their Linn-Benton Community College identification card with valid term sticker, if required; 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 condition for their acceptance; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 28th DAY OF JULY 2004.



Mayor

ATTEST:



City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 28 day of July 2004 by and between the CITY OF ALBANY, hereinafter referred to as "City," and LINN-BENTON COMMUNITY COLLEGE, hereinafter referred to as "LBCC," the promises of each being given in consideration of the promises of the other.

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

WHEREAS, LBCC desires to provide a public transit option for LBCC students, staff, and faculty travelling to the college from Albany and Corvallis; and

WHEREAS, the City agrees to provide regular bus route transportation on the Albany Transit System and the Linn-Benton Loop Transit System to LBCC students, staff, and faculty at no fare upon the display of a valid LBCC identification card.


NOW, THEREFORE, the parties agree as follows:

1. Compensation. LBCC shall pay \$15,000 to the City to provide transit service for students, staff, and faculty on regular bus routes.
2. Purpose. The City shall use these funds to offset the operating expenses of the Albany Transit System and the Linn-Benton Loop Transit System.
3. Term. The period of this Agreement is from July 1, 2004, through June 30, 2005.
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, the Albany Transit System, 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, ages, source of income, sexual orientation, or national origin in the performance of this contract.

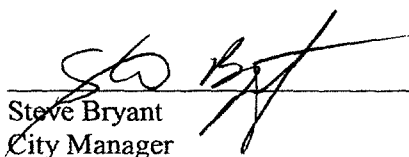
In witness whereof the parties hereto affix their signatures below.

LINN-BENTON COMMUNITY COLLEGE

CITY OF ALBANY, OREGON



Mike Holland
Vice President of Administrative
and Academic Affairs



Steve Bryant
City Manager