

RESOLUTION NO. 5023

A RESOLUTION ACCEPTING THE 2004-2005 HEWLETT-PACKARD COMPANY FUNDING AGREEMENT ADDENDUM FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.

WHEREAS, Hewlett-Packard Company has submitted the 2004-2005 annual funding support agreement addendum 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 Hewlett-Packard Company funding support agreement addendum in the amount of \$12,200 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 2004-2005; and

BE IT FURTHER RESOLVED that the Linn-Benton Loop Transit System will provide rides to Hewlett-Packard Company employees and contractors at no additional cost to the individuals upon display of their Hewlett-Packard Company identification card; 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; 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 11<sup>TH</sup> DAY OF AUGUST 2004.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**ADDENDUM**

**CITY OF ALBANY AND HEWLETT-PACKARD COMPANY  
LINN-BENTON LOOP PASS PROGRAM AGREEMENT**

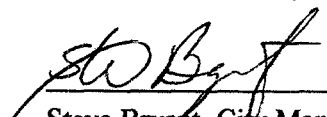
THIS ADDENDUM amends item number 2 of the Linn-Benton Loop Pass Program Agreement for the period November 1, 2004, through October 31, 2005, as follows:

2. Hewlett-Packard shall pay twelve thousand two hundred dollars (\$12,200) to the City in one payment upon execution of this Agreement. In May of each year, hereafter, for the balance of the Agreement, the City will present an addendum to Hewlett-Packard stating the funding necessary to continue the Agreement for the following year.

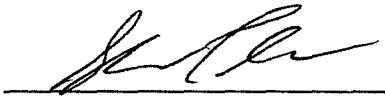
All other stipulations of the Agreement dated February 24, 1999, remain in force.

In witness whereof the parties hereto affix their signatures below.


CITY OF ALBANY, a municipal corporation

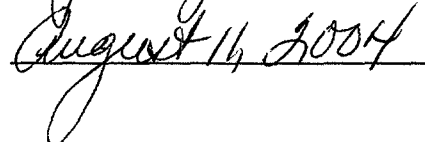
  
\_\_\_\_\_  
Steve Bryant, City Manager

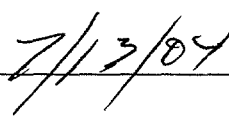
HEWLETT-PACKARD COMPANY

  
\_\_\_\_\_  
Sharon Pleu, Environmental Programs Manager

ATTEST:

  
\_\_\_\_\_  
Betty Lougwell  
City Recorder

Date:   
\_\_\_\_\_  
August 16, 2004

Date:   
\_\_\_\_\_  
7/13/04

CITY OF ALBANY AND HEWLETT-PACKARD COMPANY  
LINN-BENTON LOOP PASS PROGRAM AGREEMENT

COPY

THIS AGREEMENT is entered into this 24 day of February 1999, between the CITY OF ALBANY, a municipal corporation, hereinafter referred to as "City," and HEWLETT-PACKARD COMPANY, hereinafter referred to as "Hewlett-Packard."

WITNESSETH:

WHEREAS, the City is the designated operator of the Linn-Benton Loop Transit System, a public transit system; and

WHEREAS, Hewlett-Packard desires to provide transit rides for its employees at no direct cost to the employees.

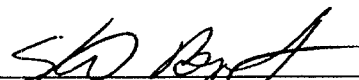
NOW, THEREFORE, IT IS HEREBY AGREED between the City and Hewlett-Packard as follows:

1. The period of this Agreement is three years, from November 1, 1998, through October 31, 2001.
2. Hewlett-Packard shall pay eleven thousand seven hundred dollars (\$11,700) to the City in one payment upon execution of this Agreement. In May of each year, hereafter, for the balance of the Agreement, the City will present an addendum to Hewlett-Packard stating the funding necessary to continue the Agreement for the following year.
3. The City shall use these funds to offset the expenses of the Linn-Benton Loop Transit System.
4. The City shall provide rides on the Linn-Benton Loop Transit System to Hewlett-Packard employees and contactors upon display of their company identification card.
5. The City shall maintain liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now existing or hereinafter amended.
6. Service level (frequency of trips and hours of service) shall be determined by the Linn-Benton Loop Transit Commission.
7. The parties shall not discriminate on the basis of race, religion, sex, color, age, sexual orientation, or national origin in the performance of this contract.
8. This Agreement may be terminated by either party upon written notification of intent to terminate. Said notification must be received by the other party prior to February 1 and will become effective at the end of the Agreement period on October 31.

In witness whereof the parties hereto affix their signatures below.

CITY OF ALBANY, a municipal corporation

HEWLETT-PACKARD COMPANY

  
\_\_\_\_\_  
Steve Bryant, City Manager

  
\_\_\_\_\_  
Stacey Winter, Site Risk Management Manager

ATTEST:

Date: 1/20/99

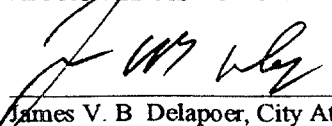
  
\_\_\_\_\_  
City Recorder

Date: February 24, 1999

APPROVED AS TO FORM:

APPROVED AS TO FORM.

  
\_\_\_\_\_  
Hewlett-Packard Legal Counsel

  
\_\_\_\_\_  
James V. B. Delapoer, City Attorney