

A RESOLUTION ACCEPTING THE 2008-2009 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 2008-2009 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; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Linn-Benton Community College funding support in the amount of \$46,800 for fiscal year 2008-2009 of which \$9,800 is allocated to ATS and \$20,500 is allocated to the Loop for the annual pass programs fee plus \$16,500 for the Pass Program Partnership Fee; 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 Albany City Council and authorizes the Public Works Director to execute the agreement and condition for their acceptance; and

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.



Mayor

ATTEST:



City Clerk



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 25th day of June 2008, 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 Linn-Benton Loop Transit System (Loop), which provides economical, effective, and responsive public transportation between Albany, Corvallis, OSU, and Linn-Benton Community College (LBCC); and

WHEREAS, the City is the operator of the Albany Transit System (ATS), which provides economical, effective, and responsible public transportation within Albany City limits; and

WHEREAS, LBCC desires to provide a public transit option for LBCC students, staff, and faculty; and

WHEREAS, the City agrees to provide regular bus route transportation on the Loop and ATS 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. Linn-Benton Community College will compensate the City of Albany a total amount of \$46,800, for use as follows:
 - a) Albany Transit System Group Pass Program: LBCC shall pay \$9,800 to the City to provide transit service on Albany Transit System for LBCC students, staff, and faculty.
 - b) Linn-Benton Loop Group Pass Program: LBCC shall pay \$20,500 to the City to provide transit service on the Linn-Benton Loop for LBCC students, staff, and faculty.
 - c) Linn-Benton Loop Partnership Program: LBCC shall pay \$16,500 to the City to enhance transit service for LBCC students, staff, and faculty in addition to the above Linn-Benton Loop Group Pass Program.
2. Scope of Service. The transit service provided shall be on regular Loop and ATS bus routes.
3. Purpose. The City shall use these funds to offset the operating expenses of the Loop and ATS bus systems.
4. Term. The period of this Agreement is from July 1, 2008, through June 30, 2009.
5. Review. The City will record and review the affected ridership figures monthly and adjust the requested Compensation accordingly on an annual basis.
6. 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

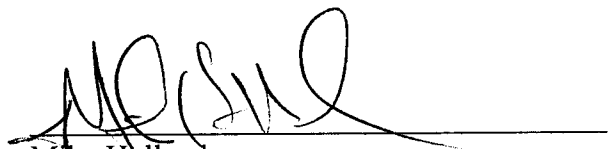
either party. The City shall maintain general and automobile liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now exists or as may be hereinafter amended. Such insurance shall name Linn-Benton Community College, Oregon State University, the Linn-Benton Loop Transit System, and Albany Transit System as additional insureds, but only with respect to the City's services to be provided under this Agreement.

7. 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.

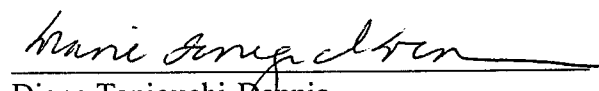
In witness whereof the parties hereto affix their signatures below.

LINN-BENTON COMMUNITY COLLEGE

CITY OF ALBANY, OREGON



Mike Holland
Vice President of Administrative and
Academic Affairs



Diane Taniguchi-Dennis
Public Works Director