

A RESOLUTION ACCEPTING THE 2008-2009 OREGON STATE UNIVERSITY INTER-GOVERNMENTAL AGREEMENT FOR FUNDING THE OSU/LBCC DUAL ENROLLMENT PASS PROGRAM AND THE OSU STUDENT, STAFF, AND FACULTY PASS PROGRAM ON THE LINN-BENTON LOOP TRANSIT SYSTEM AND ON ALBANY TRANSIT SYSTEM, AND LINN-BENTON LOOP OPERATING SUPPORT

WHEREAS, Oregon State University has submitted the 2008-2009 Intergovernmental Agreement (IGA) to support the pass programs for the Linn-Benton Loop Transit System and Albany Transit System; and

WHEREAS, the IGA includes operational support for the Linn-Benton Loop; and

WHEREAS, the City of Albany is the designated operator for the Linn-Benton Loop Transit System and Albany 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 Oregon State University funding support for a total of \$34,700 for fiscal year 2008-2009 of which \$900 is allocated to ATS and \$17,300 is allocated to the Loop for the annual pass programs fees plus \$16,500 for the Linn-Benton Partnership Fee; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these funds and authorizes the Public Works Director to execute the agreement and conditions for their acceptance.

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.



Mayor

ATTEST:



City Clerk



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 12th day of June 2008, by and between the CITY OF ALBANY, hereinafter referred to as "City," and State of Oregon Acting By and Through the State Board of Higher Education on Behalf of 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 (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, OSU desires to provide a public transit option for OSU students, staff, and faculty; and

WHEREAS, the City agrees to provide regular bus route transportation on the Loop and ATS to OSU students, staff, and faculty at no fare upon the display of a valid OSU identification card.

NOW, THEREFORE, the parties agree as follows:

1. Compensation. Oregon State University will compensate the City of Albany a total amount of \$34,700, for use as follows:
 - a) Albany Transit System Group Pass Program: OSU shall pay \$900 to the City to provide transit service on Albany Transit System for OSU students, staff, and faculty.
 - b) Linn-Benton Loop Group Pass Program: OSU shall pay \$17,300 to the City to provide transit service on the Linn-Benton Loop for OSU students, staff, and faculty.
 - c) Linn-Benton Loop Partnership Program: OSU shall pay \$16,500 to the City to enhance transit service for OSU 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

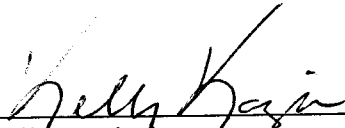
either party. The City shall maintain general and automobile liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now exists or as may be hereinafter amended. Such insurance shall name Linn-Benton Community College, Oregon State University, the Linn-Benton Loop 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.

OREGON STATE UNIVERSITY

CITY OF ALBANY, OREGON

 6-13-08
Kelly Kozisak, Date
Manager Procurement and
Contract Services, Contracts Officer

 6/30/08
Diane Taniguchi-Dennis Date
Public Works Director