

INTERGOVERNMENTAL AGREEMENT
For the purpose of
ESTABLISHING THE GOVERNANCE OF THE
LINN-BENTON LOOP TRANSIT SERVICE

This Agreement is made and entered into under the authority of ORS 190.010 and ORS 190.110, by and between the Albany Area Metropolitan Planning Organization, an Oregon ORS 190 intergovernmental entity (hereafter “AAMPO”), the Corvallis Area Metropolitan Planning Organization, an Oregon ORS 190 intergovernmental entity (hereafter “CAMPO”), and the Linn-Benton Community College (hereafter “LBCC”), to create the Linn-Benton Loop Board (hereafter “Board”) for governance and further between the newly established Board and the City of Albany, an Oregon Municipal Corporation, (hereafter “Albany”) for operation of the Linn-Benton Loop transit service (hereafter “Loop”). The entities will be referred to throughout this agreement by their individual acronyms, or individually as “Party”, or collectively as the “Parties” or, as to those entities who have established the new Board, the “Board”.

1. Introduction

The Loop is a fixed-route transit service providing public transportation between the cities of Albany and Corvallis. The transit service has been financed by federal dollars and contributions from the City of Albany, the City of Corvallis, Linn County, Oregon State University (hereafter OSU), LBCC, the Good Samaritan Medical Center, Benton County and Hewlett Packard. The primary funding partners of the Loop are currently AAMPO, CAMPO, LBCC and OSU. Additional funding support is provided by Linn County, Benton County, Good Samaritan Regional Medical Center and Hewlett Packard (HP). The Loop is currently operated by the City of Albany.

In 2013, members of the Policy Boards of AAMPO and CAMPO, representing the above mentioned cities and counties, expressed the importance of this service to their communities and renewed their commitment to provide the needed funds for the continuation of this intercity transit service. In 2014, the Chairs of AAMPO and CAMPO reviewed alternatives for governance and funding mechanisms for the Loop. On July 22, 2014, the Chairs of AAMPO and CAMPO discussed these alternatives with representatives of OSU and LBCC and collectively agreed to establish governance of the Loop with an intergovernmental agreement between the current primary funding partners. OSU participates as funding partner, but has declined representation on the policy making body created by this agreement and is not a party to this agreement.

ORS 190.010 and ORS 190.110 allows units of local government and state agencies to enter into agreements for the performance of any or all functions and activities that any party to the agreement, its officers, or agents have the authority to perform. All parties also maintain their individual authority to establish agreements for the management and operation of those services.

Pursuant to these statutes, the Parties agree to create a policy making body called the Linn-Benton Loop Board. The Parties agree to delegate their authority to make policy decisions for the Linn-Benton Loop to their appointed representatives. Further, the Parties agree to cooperate to meet all federal and state requirements regarding the conduct of Board responsibilities. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.

2. Purpose

The purpose of this Agreement is to establish governance for the Linn-Benton Loop to be referred to as the Linn-Benton Loop Board (hereafter Board) and to formalize the arrangement for operation of the Linn-Benton Loop by the City of Albany. The Board formed by this agreement is strictly limited to policy making and advisory functions, and shall not have the authority to make operational decisions, enter into contracts, or take any other action that is outside of this role.

Establishment of Linn Benton Loop Board

3. Board Members, Terms of Office and Meetings

3.1. The Board shall consist of one member of the AAMPO's Policy Board, one member of CAMPO's Policy Board, one representative from LBCC, and three Ex-officio members.

3.1.1. AAMPO's Policy Board is composed of representatives of the cities of Albany, Millersburg, Tangent and Jefferson, Linn County, Benton County and the Oregon Department of Transportation (ODOT). Each representative is designated to the AAMPO's Policy Board by his/her member agency and serves on the MPO until a successor is designated by his/her member agency.

3.1.2. CAMPO's Policy Board is composed of representatives of the cities of Corvallis, Philomath and Adair Village, Benton County and ODOT. Each representative is designated to the CAMPO's Policy

Board by his/her member agency and serves on the MPO until a successor is designated by his/her member agency.

3.1.3. LBCC's representative to the Board shall be the LBCC President or the designee of the President.

3.1.4. The Ex-officio members of the Board shall be the Executive Director of the Oregon Cascades West Council of Governments or the Executive Director's designee, a representative of the Operator, and an at-large member with a vested interest in regional transit

3.1.5. This agreement may be amended to include additional party(ies) upon consent of the Board.

3.2. The appointment of representatives from the CAMPO and AAMPO Policy Boards will be made by and according to the practices of those respective organizations. Representatives shall serve until a successor is appointed, but in no event beyond the representative's membership on the CAMPO or AAMPO Policy Board.

3.3. The appointment of the representative from LBCC shall be established by a designation letter from the president. The representative shall serve until a successor is appointed.

3.4. Parties may designate an alternative member to the Board.

3.5. The Board shall elect a Chair and Vice Chair at their first meeting, following the signing of the Agreement. Thereafter, the Board shall elect a Chair and Vice Chair at the first meeting of each calendar year. In the absence of the Chair, or upon her/his inability to act or serve, the Vice Chair shall have the powers of the Chair.

3.6. The Board's meetings shall be in compliance with the Public Meetings laws of the State of Oregon as set forth in ORS 192.640.

3.7. The Board's decision making process shall be according to the Board's By-Laws which will also define the rules for advance notice of the meeting, posting of the agendas, quorum requirement and the process of deliberation. The Board's By-Laws shall be adopted at the Board's first meeting.

3.8. The Board shall meet as needed, and not less than once yearly.

4. Powers and Responsibilities

- 4.1. Through this Agreement, the Board is authorized to provide policy direction and recommendations regarding the operation and performance of the Loop. The Board shall have the power to:
 - 4.1.1. Consistent with Federal and State law, review and comment on the annual budget of the Loop; recommend to the Parties that the Parties receive, appropriate and expend funds; and conduct all other business necessary to operate the Loop.
 - 4.1.2. Review and make recommendations regarding level of service, operation improvement and performance of the Loop.
 - 4.1.3. Seek, identify and recommend that the Parties accept new funding sources for the Loop.
 - 4.1.4. Establish and administer the policies of the Linn-Benton Loop.
 - 4.1.5. Sponsor and administer the development and implementation of plans, programs, projects and studies for the Loop.
 - 4.1.6. Designate an operator for the Loop. Such agreements can be made with any public or private entity, including any Party to this agreement.
- 4.2. The Board shall form a Linn-Benton Loop Technical Advisory Committee (TAC) to serve in an advisory capacity to the Board regarding Loop operations.
 - 4.2.1. The TAC shall be made up of representatives of jurisdictions, institutions, technical experts, the general public and other stakeholders.
 - 4.2.2. The Board shall develop bylaws for the TAC which may further specify the TAC's responsibilities and meeting schedule.
- 4.3. The Board may establish additional advisory committees or special purpose ad hoc committees as deemed necessary.
- 4.4. Unless specifically authorized by a unanimous affirmative vote of all members to the Board, and by written authorization of each member organization, the Board shall not authorize or issue Revenue Bonds.

5. Effectiveness, Amendment, Termination and Withdrawal

- 5.1. This agreement and the formation of the Board shall be effective upon the signing of this Agreement by all the Parties herein mentioned.

- 5.2. Amendments to this agreement that are not prohibited by federal and state law may be made by action of the Board and ratification by the Parties. A proposed amendment must be provided in writing to all Parties at least thirty (30) days before the Board may make a decision on the issue.
- 5.3. Termination of the Loop service under this Agreement may not occur so long as any two Parties to this Agreement desire to continue. In the event that the Loop ceases to operate under this Agreement, the Board may designate an appropriate alternative provider for the continuation of service.
- 5.4. A Party may withdraw its participation under this Agreement at anytime providing no less than 180 days advanced written notice to such termination to the Board. Withdrawal of individual Parties shall not terminate this agreement.
- 5.5. Termination of this Agreement requires the affirmative vote of all but one of the members, or the written agreement of all but one of the Parties.
- 5.6. In the event of termination of this Agreement consistent with the terms of 5.5, above, payment of any and all obligations and division of any and all assets of the Loop shall be conducted as follows:
 - 5.6.1. Division of any and all assets of the Loop acquired with federal funding shall be conducted in compliance with federal regulations.
 - 5.6.2. In the event of termination of the Agreement where there is a successor public entity that will conduct all of the activities of the Board, any and all authorities, assets, and liabilities, specifically including any debt incurred by the Board, remaining upon termination shall be transferred to the successor public entity. If a successor public entity has been identified to conduct some but not all of the Board's activities, then the Board shall allocate assets and liabilities between the successor public agency and the Parties to the Agreement. Allocation to Parties shall adhere to subsection 5.6.3, below.
 - 5.6.3. In the event of termination of the Agreement where there is no successor public entity, all assets and liabilities, specifically including any debt incurred by the Board, shall be distributed to the Parties that are members of the Board at the time of termination in proportion to the contribution of the Party in obtaining the asset or liability. If the contributions of the Parties in obtaining an asset or

incurring a liability cannot be determined, then that asset shall be sold or converted to cash and the cash shall be distributed to the Parties that are members of the Governing Board or the liability shall be divided among the Parties that are members of the Governing Board at the time of termination in shares proportionate to their cumulative past contributions to the Loop operations and assets. The parties specifically agree that the attribution of any asset acquired or liability incurred more than ten calendar years prior to the date of termination shall be considered incapable of determination.

5.6.4. By unanimous agreement of the Parties that are members of the Board, assets and liabilities may be disposed of, divided or distributed on a basis different from that established in this Section.

5.7. Pursuant to ORS 190.080(3) the Parties specifically direct any Operator, as signatory to this agreement, to affirmatively assume all responsibility for any obligation or liability arising from any agreement or contract between the Operator and any Party or third party. This agreement is entered into with the specific understanding that the parties of the MPOs have not assumed any obligations of the MPO and are not responsible in any manner whatsoever for any claims deficiencies, damages, or defaults on the part of the MPO.

5.8. Notwithstanding 5.7 above, should a court of competent jurisdiction determine that the parties have some responsibility for obligations or liabilities beyond the resources of the Operator to satisfy, pursuant to ORS 190.080(3), the Parties specifically provide: 1) for tort liabilities, to the extent required by the Oregon Tort Claims Act (but in no event in excess of the limits on claims as set out in the Oregon Tort Claims Act or Oregon Constitutional limits for that Party, each party assumes any liability that can be attributed to the acts of its agents, employees or officers); and (2) for contractual liabilities or obligations, the proportion of the incurred liability or obligation the Operator does not have resources to satisfy that is the same as the benefit gained by that Party from the Operator performing the activity leading to the liability or obligation.

5.9. If an MPO party to this agreement ceases to exist as a result of federal regulations, that MPO's membership on the Board shall default to the City(ies) from that metropolitan area providing funding for the operation and maintenance of the Loop. If more than one City from a defunct MPO provides funding for the operation and maintenance of the Loop, each of these Cities shall be permitted one representative, but at the option and agreement of these Cities, they may appoint one joint representative.

Agreement that City of Albany will Operate Loop

6. Operation of the Loop

- 6.1. The Parties and the City of Albany agree that the City of Albany shall operate and maintain the Loop according to policy direction provided by the Board, and shall be responsible for budget, appropriation, day to day operations, and all other actions permitted by law and required to perform this service.
- 6.2. The Board shall review the proposed budget for operation of the Loop, and may offer comment, recommendations or suggestions, but has no independent budgetary or purchasing authority.
- 6.3. The Board shall review the contributions of the Parties and other entities to the funding of the Loop and make recommendations to the City of Albany regarding routes and schedules.
- 6.4. The Board and the City of Albany will develop a memorandum of agreement sufficient to formalize agreements between the Parties, the Board, Albany, or member entities of the MPOs related to funding, operations, and ongoing expectations for continuing the Loop service.
- 6.5. Pursuant to ORS 190.010 and or ORS 190.080(3), as signatory to this agreement, the City of Albany affirmatively accepts the debts, liabilities and obligations arising from the operation, maintenance and management of the Loop, and agrees to defend, indemnify and hold the other Parties harmless from all claims. Nothing in this agreement shall be construed as a waiver of the tort claim limits set out in the Oregon Tort Claims act.
- 6.6. The City of Albany may terminate its operation of the Loop by providing 180 days written notice to the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials on the dates indicated below:

AAMPO, by and through its Policy Board:

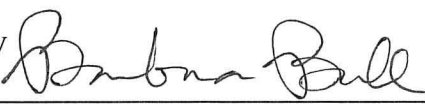
By 

Dave Beyerl, Chair

3-27-2019

Date

CAMPO, by and through its Policy Board:

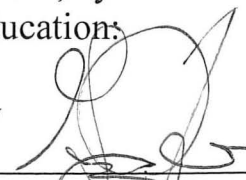
By 

Barbara Bull, Chair

3/13/19

Date

LBCC, by and through its Board of Education:

By 

Greg Hamann, President

5/15/19
Date

As the Operator, the City of Albany, by and through its City Manager:

By 

Peter Troedson, City Manager

22 April 2019
Date

Witnessed by:



Name, Organization *CEED Director
OCW COG*

5/20/19
Date