

RESOLUTION NO. 5044

A RESOLUTION ACCEPTING THE 2004-2007 CITY OF CORVALLIS INTERGOVERNMENTAL AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM FUNDING.

WHEREAS, the City of Corvallis has submitted the 2004-2007 funding support agreement for the Linn-Benton Loop Transit System; and

WHEREAS, the agreement is renewable for two additional one-year terms with a maximum duration of five years ending in 2009; 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 City of Corvallis funding support agreement in the amount of \$14,600 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 2004-2005 with the provision for review and funding adjustments in succeeding years; and

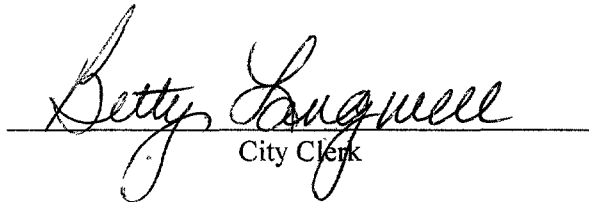
BE IT FURTHER RESOLVED that the City Council of the City of Albany, Oregon, accepts these funds and authorizes the City Manager to execute the agreement and conditions for their acceptance.

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 8TH DAY OF SEPTEMBER 2004.


Mayor

ATTEST:


City Clerk

**City of Corvallis/City of Albany Agency
Intergovernmental Agreement
for Linn-Benton Loop Transit Service**

The CITY OF CORVALLIS, a municipal corporation of the State of Oregon, hereinafter referred to as CORVALLIS, and the CITY OF ALBANY, a municipal corporation of the State of Oregon, hereinafter referred to as ALBANY, and jointly referred to as PARTIES, or individually as a PARTY, mutually agree as follows:

All notifications necessary under this contract shall be addressed to:

City of Corvallis
Attention: Michelle Rhoads
PO Box 1083
Corvallis, OR 97339-1083
Telephone 541-766-6916

Contractor name
Attention: Edna Campau
PO Box 490
Albany, OR 97321
Telephone 541-917-7606

WHEREAS, ALBANY is the operator of the Linn-Benton Loop Transit System, which provides an economical, effective, and responsive public transit system between ALBANY and CORVALLIS; and

WHEREAS, the Linn-Benton Loop is a cooperative effort of the cities of Albany and Corvallis, Linn-Benton Community College, Benton County, and Linn County; and

WHEREAS, CORVALLIS desires to continue to participate in this cooperative effort to provide a transportation alternative for Corvallis residents desiring to travel to Albany and Linn-Benton Community College;

NOW, THEREFORE, the parties agree as follows:

1 TERM:

- 1.1 CORVALLIS and ALBANY agree that this intergovernmental agreement is entered into pursuant to ORS 190.010. It is the intent of the PARTIES that this agreement be effective as of the date it is fully executed and that it continue until June 30, 2007.
- 1.2 This agreement may be extended by mutual agreement for up to two one-year periods with the maximum duration of this agreement being a five-year period ending June 30, 2009.
- 1.3 As this agreement covers multiple fiscal years, CORVALLIS or ALBANY funding for future years is contingent upon governing body adoption of appropriations.

2 COMPENSATION

- 2.1 CORVALLIS shall pay \$14,600.00 to ALBANY in twelve equal monthly payments during the first year of this agreement July 1, 2004 through June 30, 2005. Compensation to ALBANY in subsequent years shall be reviewed by the City on an annual basis and by mutual agreement of the parties, said compensation may be adjusted annually to reflect current costs.
- 2.2 ALBANY shall use these funds to offset operating expenses of the Linn-Benton Loop Transit System.

2.3 CORVALLIS through this payment becomes a member of the Linn-Benton Loop Transit Commission; and the rules for that Commission are attached hereto as Exhibit A and by this reference are incorporated into and made a part of this agreement.

3 PARTIES agree as follows:

3.1 The PARTIES intend that, in performing this agreement, each shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Neither CORVALLIS nor ALBANY is to be considered an agent or employee of the other.

3.2 Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260-30.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, when such liability, action, claim, loss, damage or other cost results from the actions of that party in the course of this agreement. Nothing in this agreement shall be deemed to create a liability for any party in excess of the Oregon Tort claims limits for either party.

3.3 ALBANY shall provide insurance as indicated:

3.3.1 Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

3.3.2 General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident, or occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall be in a form at least as broad as Commercial General Liability ISO form CG 0001. It shall provide that CITY OF CORVALLIS and its officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this contract.

3.3.3 Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

3.4 Each insurance endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in material limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CORVALLIS.

3.5 ALBANY shall furnish acceptable insurance certificates to CORVALLIS with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Certificates will be received and approved by CORVALLIS prior to its issuance of a Notice to Proceed. The certificate shall specify the CITY OF CORVALLIS and its officers, agents, employees and volunteers are Additional Insured as respects to the work under the contract. Insuring companies or entities are subject to CORVALLIS acceptance. ALBANY shall be financially responsible for all pertinent deductibles, self-insured retention and/or

self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, City.

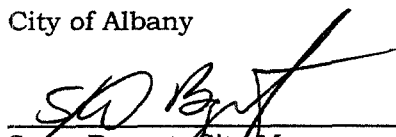
- 4 This agreement shall not be assigned, nor shall duties under this agreement be delegated, and no assignment or delegation shall be of any force or effect without the written approval of the contracting officers of ALBANY and CORVALLIS.
- 5 Either PARTY may terminate this agreement effective June 30 of any year, provided that the terminating PARTY provides the non-terminating PARTY with a thirty (30) day written notice of the date and year in which the termination will be effective. PARTIES may, by mutual written consent only, agree to terminate this agreement effective on another date.
- 6 PARTIES shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment. The parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, source of income, or mental or physical disability in the performance of this agreement.
- 7 PARTIES shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws.
- 8 LIVING WAGE: LIVING WAGE: ALBANY agrees to comply with Corvallis Municipal Code chapter 1.25 establishing and implementing the Living Wage. CORVALLIS may terminate this agreement at any time if ALBANY is found to be in violation of the Living Wage Ordinance and does not correct the violation consistent with section 1.25.090 of the Corvallis Municipal Code.

ALBANY agrees to keep payroll records for employees working on CORVALLIS's agreement and to provide those records to CORVALLIS if requested in accordance with section 1.25.070 of the Corvallis Municipal Code. ALBANY agrees to post the information provided by CORVALLIS about the Living Wage in a location where employees are likely to see the information. ALBANY also agrees to give each employee working on CORVALLIS business information provided by CORVALLIS about the Living Wage. ALBANY will notify CORVALLIS if he/she needs the information provided in a language other than English.

- 9 This writing is intended both as the final expression of the agreement between the PARTIES with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both PARTIES.

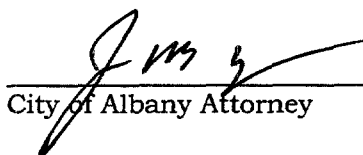
Dated this 1st day of September, 2004.

City of Albany



Steve Bryant, City Manager

Approved as to form:



City of Albany Attorney

City of Corvallis



Jon S. Nelson, City Manager

Approved as to form:



Corvallis City Attorney

EXHIBIT A

**OPERATING RULES
FOR THE
LINN-BENTON LOOP TRANSIT COMMISSION**

The Rules for the Linn-Benton Loop Transit Commission are comprised of four (4) Articles.

ARTICLE I – GENERAL**ARTICLE II – ORGANIZATION****ARTICLE III – BUDGET AND FINANCE****ARTICLE IV – AMENDMENTS AND UPDATING PROCESS**

The Name of the Organization shall be the Linn-Benton Loop Transit System.

The Linn-Benton Loop Transit Commission hereinafter shall be referred to as the "Commission."

ARTICLE I – GENERAL

Six (6) Sections introduce the Rules of the Linn-Benton Loop Transit Administrative and Advisory Committee:

- Section 1. Membership
- Section 2. Purpose-Goals-Objectives
- Section 3. Transit Commission Rules
- Section 4. Voting Process
- Section 5. Meetings
- Section 6. Equipment ownership and use

Section 1. Membership

Member Agencies shall be limited to those local governmental agencies contributing prorata financial support to the operation and maintenance of the Transit System.

The Commission shall be made up by two (2) people from each Member Agency who shall represent their respective Agency.

- One (1) Elected or Appointed Official or Citizen-at-Large from each Member Agency
- One (1) Staff Person from each Member Agency

Section 2. Purpose-Goals-Objectives

- a. The Purpose of the Linn-Benton Loop Transit System is to provide a public transit system linking the citizens of participating local governments.
- b. The Purpose (Mission) of the Commission is to establish and implement policies and procedures, and to administer the contract to operate the Linn-Benton Loop Transit System. The Commission oversees operation issues.

- c. The Goals for the Commission are to provide an economical, efficient, and responsive regional transit service.
- d. The Specific Objectives of the Commission are to:
 - 1. Refine operations.
 - 2. Encourage more ridership.
 - 3. Expand services as resources become available.
 - 4. Improve present financial program.
 - 5. Identify and secure new funding sources.

Section 3. Loop Transit Rules

The Transit System Rules, as approved or modified, shall be reviewed bi-annually before the first of July or as needed. Necessary changes to accommodate changed conditions will become effective on July 1, or at the appropriate date during the fiscal operating year.

Section 4. Voting Process

All Members of the Loop Transit Commission representing Member Agencies shall be eligible to vote. Fifty percent (50%) of the official membership shall be a quorum. Motions shall be passed by an affirmative vote of fifty percent (50%) of the official membership.

Section 5. Meetings

Section 5. Meetings

The Loop Transit COMMISSION shall hold meetings during the second week of each even numbered month of the year. Special meetings may be conducted at any time a specific need arises by order of the Chairperson or Vice Chairperson. Ten days written advance notice shall be given for required and special meetings. An emergency meeting may be called by the Chairperson or Vice Chairperson upon 24-hour notice.

Section 6. Vehicle/Equipment Ownership and Use

- a. As defined in the Interagency Cooperative Agreement, vehicles and equipment purchased with Transit money and titled to the designated System Operator, shall remain the personal property of the Linn-Benton Loop Transit System.
- b. Vehicles and equipment purchased with Transit money shall be used only for the Linn-Benton Loop Transit System unless special use permission is granted by the Commission.

ARTICLE II - ORGANIZATION

Five (5) Sections describe the Organization for the Linn-Benton Loop Transit System.

- Section 1. Member Agencies
- Section 2. Loop Transit Commission
- Section 3. Loop Transit System Operator
- Section 4. System Operator Agreement
- Section 5. Election of Officers

Section 1. Member Agencies

Each Member Agency shall:

- a. Authorize Member Agency participation
- b. Appoint Members to the Commission
- c. Authorize Agency financial involvement

Section 2. Loop Transit Commission

The Linn-Benton Loop Transit Commission shall:

- a. Establish and administer the policies of the Linn-Benton Loop Transit System.
- b. Establish Agency financial obligation.
- c. Conduct meetings.
- d. Seek and consider input that will improve transportation services to the public.
- e. Review operation reports.
- f. Review and approve system budget.
- g. Review and approve system operation standards.
- h. The Commission may terminate operations at any time there is insufficient funds for continued operation without incurring a deficit. Operating Deficit shall mean the actual deficiency of system operating funds from all sources.

Section 3. Loop Transit System Operator

The System Operator shall be that Agency or Organization, designated by the Commission, to operate and maintain the Linn-Benton Loop Transit System.

The Loop Transit System Operator shall provide or cause to be provided the personnel, facilities, vehicles, and resources necessary for operations, maintenance, and management of the Transit System. Responsibilities include:

- a. Supervise and direct transit operations.
- b. Maintain complete and accurate fiscal and program records for the Transit System.
- c. Prepare and submit operations reports quarterly to the Commission.
- d. Pursue funding from all potential sources including federal, state, and local funding.

- e. Provide for collecting revenues and for the distribution of funds for the Transit System.
- f. Prepare and submit an Operating Budget to the Commission for review and approval (see Article III – Budget and Finance).
- g. Prepare and submit Operational Standards to the Commission for their approval:
 1. Fares
 2. Routes
 3. Schedules
 4. Marketing
 5. Others as appropriate
- h. Promptly notify the Commission of revenue (financial) shortfall and work with the Commission to prepare a financial action plan.
- i. The Loop Transit System Operator shall designate one person on their full-time staff to be their Transit System Manager.

Section 4. System Operator Agreement

A System Operating Agreement shall be prepared and submitted to the Loop Transit system Operator. The agreement shall contain an Agreement Statement identifying the Loop System Operator, the Member Agencies, and the Commission. The agreement shall refer to these Rules and contain the following:

- a. Effective date
- b. Term
- c. Designation of System Operator
- d. Responsibility of System Operator
- e. Responsibility of Member Agencies
- f. Budget and Financial Planning
- g. Termination
- h. Amendment/Modification
- i. Insurance
- j. Insolvency
- k. Disputes
- l. Waiver
- m. Witness and signatures
- n. Financing

Section 5. Election of Officers

- a. The Officers for the Commission shall be a Chairperson and Vice Chairperson.
- b. Biennial Elections shall be held at the October meeting in even-numbered years. The term of office shall be for two (2) years beginning January 1.
- c. Eligibility shall be limited to two (2) consecutive terms for a total of four (4) years.
- e. The Chairperson shall arrange for secretarial services.
- f. A vacancy in either office may be filled by an appointment of the Commission to serve out the term.

Operating Rules for the Linn Benton Loop Transit Commission
 Page 5

- g. New officers or subcommittees can be created at any time to meet a special need. Terms shall be determined to accomplish the task. Subcommittees may include non-members.

ARTICLE III - BUDGET AND FINANCE

Two (2) Sections describe the budget and finance program:

- Section 1. System Operating Budget
 Section 2. Billing

Section 1. System Operating Budget

- a. The System Operator shall prepare an Annual System Financial Plan projecting funding resources based on anticipated grant and funding programs, fare box revenues, fees and other sources.
- b. The System Operator shall prepare an Annual Operating Budget based on anticipated resources and expenses. A tentative System Operating Budget shall be submitted to the Commission for review at the regular January meeting. Expenses, as listed in the System Operating Budget, shall be the expenses necessary to effectively operate the Loop Transit System.
- c. Member Agency financial obligation shall be submitted to the Member Agencies in the form of an Agreement for Financial Participation early in February.
- d. Tentative System Operating Budget shall be adopted at the April regular Commission meeting, subject to final adoption by Member Agencies of their financial obligation as referenced in Article III, Section 1, b and c above.
- e. Any revisions to the System Operating Budget shall be acted upon at the regular July Commission meeting.

Section 2. Billing

- a. An Annual System Operating Financial Agreement will be prepared for each Member Agency indicating financial obligation.
- b. A Billing Statement will be sent to each Member Agency after July 1. Fees shall be due and payable before September 1, or as agreed upon between the System Operator and the individual Member Agency.

ARTICLE IV - AMENDMENTS AND UPDATING PROCESS

This Article will identify those objectives and tasks necessary to evaluate the efforts of the Commission and the System Operator to keep these rules up-to-date and effective.

- Section 1. Evaluation
 Section 2. Revision and Updating

Section 1. Evaluation

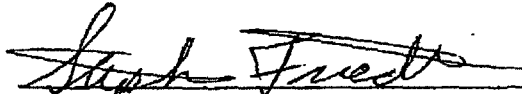
Periodic evaluation will provide better utilization of time, talent, and resources. The evaluation process involves a measure of actual accomplishments. Evaluation will reveal problems encountered, potential solutions, and recommended future action. Evaluation shall include, but not limited to:

- a. Period of evaluation
- b. Specific objectives
- c. Accomplishments
- d. Problems encountered
- e. Potential solutions
- f. Recommended actions

Section 2. Revision and Updating

These Rules may be changed by a simple majority vote of the full Commission Membership. A Commission-appointed Subcommittee shall prepare a plan of action for revisions and updating the Articles and Section of these Rules and determine the time necessary and establish a date of completion.

Accepted this 12th day of October 2000, by a majority vote of the Linn-Benton Loop Transit Commission members.


Stephan Friedt, Chairperson
Linn-Benton Loop Transit Commission