

RESOLUTION NO. 3985

A RESOLUTION ACCEPTING THE 1998-1999 BENTON COUNTY FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.

WHEREAS, Benton County has submitted the 1998-1999 annual funding support agreement 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 Benton County funding support agreement in the amount of \$3,200 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 1998-1999; 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.

DATED THIS 22ND DAY OF JULY 1998.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

## INTERGOVERNMENTAL AGREEMENT

OCT 12

This agreement is entered into this 22 day of July 1998 by and between Benton County, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the City of Albany, a political subdivision of the State of Oregon, (hereinafter referred to as "CITY").

### RECITALS

- A. WHEREAS CITY is the designated provider of transit services; and
- B. WHEREAS the Linn-Benton Loop Transit System provides the only public transportation services between Benton and Linn Counties; and
- C. WHEREAS COUNTY wishes to continue the support and use of public transportation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the County and CITY hereby agree as follows:

The recitals set forth above are true and correct and are incorporated herein by this reference.

1. **DURATION.** [ORS 190.020(1)(e)]. This agreement shall become effective upon signature of both parties and shall terminate June 30, 1999. This agreement may be extended by mutual consent of the parties.

2. **FUNCTIONS OR ACTIVITIES.** [ORS 190.020(1)].

A. CITY will use the money from this agreement to furnish transportation between the cities of Corvallis and Albany.

B. CITY will maintain books, records, document and other evidence of accounting which will sufficiently and properly reflect all use, both directly and indirectly, of the funds disbursed under this agreement.

3. **PAYMENT.** [ORS 190.020(1)(a)]. The total consideration to be paid by COUNTY shall not exceed \$3,200 under this agreement. Payment to be made in four equal quarterly installments. First payment shall be made October, 1998 or upon execution of the contract by all parties whichever is later. Subsequent payments will be made in January, 1999, April, 1999 and June, 1999.

Except for the value of the consideration noted above, there is no further financial obligation between the parties.

4. **PERSONNEL.** [ORS 190.020(1)(c)]. There shall be no transfer of personnel and employment benefits shall not be impacted. CITY and COUNTY are subject employers under ORS Chapter 656, and shall procure and maintain currently valid workers' compensation insurance coverage for all workers throughout the period of this agreement.

5. **INDEMNITY & HOLD-HARMLESS.** To the extent possible under the limits of the Oregon Tort Claims Act, COUNTY and CITY shall hold each other harmless, indemnify, and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with this agreement except liability, arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
6. **TERMINATION.** [190.020(1)(f)]. All or part of this agreement may be terminated by mutual consent by both parties; or by either party at any time, upon notice in writing.
7. **NONDISCRIMINATION.** COUNTY and CITY shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. COUNTY and CITY 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, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by County and State.
8. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

**COUNTY:**

Benton County  
P O Box 3020  
Corvallis, Oregon, 97339-3020

**CONTRACTOR:**

City Manager  
City of Albany  
P O Box 490  
Albany, OR 97321

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices,

bills, and payments are to be given by giving notice pursuant to this paragraph.

9. **ASSIGNMENT/DELEGATION.** Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

10. **MERGER.** 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.

**IN WITNESS WHEREOF,** the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this 22 day of July, 1998.

**CONTRACTOR**

St. Byrd, City Manager  
Signature Title

8-11-98  
date

Approved as to Form:

[Signature]

**BENTON COUNTY**

[Signature] Acting CAO  
Signature Title

10/8/98  
date

Approved as to Form:

[Signature] 10-8-98  
County Counsel

# CERTIFICATE OF COVERAGE



1212 Court Street NE  
Suite 301  
Salem, OR 97301  
(503) 585-1121

Covered Entity: City of Albany
Agent: Direct

This is to certify that coverage is provided to the designated entity as noted below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the terms, exclusions and conditions of such coverage are not amended by this certificate.

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF LIABILITY
<input checked="" type="checkbox"/> Comprehensive Liability (Including Owned and Nonowned Auto)	07/01/98	06/30/99	\$ 2,000,000 Combined Single Limit
<input checked="" type="checkbox"/> Auto Physical Damage Deductible: Collision           \$ <u>500.00</u> Comprehensive     \$ <u>100.00</u>	07/01/98	06/30/99	Replacement Value on Specified Vehicles
<input checked="" type="checkbox"/> Property Deductible: Property           \$ <u>1,000.00</u> Mobile Equipment \$ <u>1,000.00</u>  Crime  Earthquake & Flood Deductible Earthquake   5% of Value; \$50,000 Minimum Flood           \$50,000	07/01/98	06/30/99	Per Filed Values  \$ 50,000  \$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation	07/01/98	06/30/99	Statutory
<input checked="" type="checkbox"/> Employer's Liability	07/01/98	06/30/99	\$2,000,000
<b>Certificate Holder</b>	Should any of the above described coverage be canceled before the expiration date thereof, City/County Insurance Services will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to provide such notice shall impose no obligation or liability of any kind upon CIS, its agents, or representatives.		
	Signature	Issue Date	
	<i>Bonnie Gallagher</i>		

**Subject:** "Benton County, its officers, agents, and employees are added as additional insured as respects operations performed for Benton County."

(Linn-Benton Loop Transit System)