

RESOLUTION NO. 5783

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT FOR CALL-A-RIDE PARATRANSIT SERVICE BETWEEN THE CITY OF ALBANY AND THE CITY OF MILLERSBURG.

WHEREAS, the City of Albany is the operator of the Call-a-Ride paratransit system, which provides public transportation to seniors and qualified persons with disabilities anywhere within three quarters of a mile of the Albany City limits; and

WHEREAS, the City of Millersburg has offered to partner with the City of Albany to extend full Call-a-Ride paratransit service to the City of Millersburg on a trial basis for the fiscal year starting July 1, 2009, through June 30, 2010; and

WHEREAS, the City of Millersburg will reimburse the City of Albany \$11.62 for each passenger trip provided to, from, or within the City of Millersburg; and

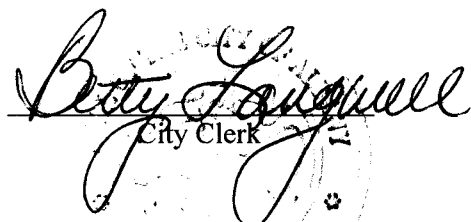
WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and agreements contained herein, the intergovernmental agreement between the City of Albany and the City of Millersburg is adopted by this resolution.

DATED AND EFFECTIVE THIS 10TH DAY OF JUNE 2009.


Mayor

ATTEST


City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2009, by and between the CITY OF ALBANY, hereinafter referred to as "ALBANY," and the CITY OF MILLERSBURG, hereinafter referred to as "MILLERSBURG," the promises of each being given in consideration of the promises of the other.

WHEREAS, ALBANY is the operator of the Call-a-Ride Paratransit system, which provides public transportation for qualified seniors and persons with disabilities anywhere within three quarters of a mile of the Albany city limits; and

WHEREAS, MILLERSBURG desires ALBANY Call-a-Ride service be provided to the citizens of MILLERSBURG;

NOW, THEREFORE, the parties agree as follows:

1. Compensation. MILLERSBURG will compensate ALBANY a per-passenger trip amount of \$11.62 for each one-way passenger trip provided to, from, or within the MILLERSBURG city limits. ALBANY will bill MILLERSBURG on a quarterly basis for all such passenger trips provided during the quarter. Passengers will pay a fare for each one-way trip equal to the ALBANY fare. Personal Care Attendants traveling with a qualified Americans with Disabilities Act (ADA) disabled passenger will be provided transportation at no passenger fare, or charge to MILLERSBURG.
2. Scope of Service. ALBANY will provide Call-a-Ride transportation for seniors over age 60 and qualified persons with disabilities. The Call-a-Ride paratransit service shall be on a space-available basis using regular Call-a-Ride vehicles. The hours of service for MILLERSBURG shall be equivalent to the normal hours of service for ALBANY. For the purpose of this contract a passenger trip is defined as one-way transport for one passenger from point A to point B within the service area without intermediate stops. The service area shall be limited to the ALBANY service area including the addition of the city limits of MILLERSBURG. ALBANY will retain the sole discretion as to who qualifies for the Call-a-Ride service using the Americans with Disabilities Act and ALBANY city policies.
3. Purpose. ALBANY shall use these funds to offset the operating expenses of the Call-a-Ride Paratransit system.
4. Term. The period of this Agreement is from July 1, 2009, through June 30, 2010. This agreement may also be terminated by either party by providing a written 30 days notice to terminate.
5. Compensation adjustment. The MILLERSBURG compensation will be adjusted on an annual basis based upon ALBANY cost of service delivery.
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. ALBANY 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.

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.

CITY OF MILLERSBURG, OREGON:

CITY OF ALBANY, OREGON:

Dated: _____

Dated: _____

Clayton Wood
Mayor

Wes Hare
City Manager

ATTEST:

ATTEST:

Barbara Castillo
City Administrator/Recorder

Betty Langwell
City Clerk