

RESOLUTION NO. 772

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON.

WHEREAS, The Tri-County Metropolitan Transportation District of Oregon (hereinafter "Tri-Met") has approved the City of Canby's application to withdraw from Tri-Met's service district; and

WHEREAS, Canby's withdrawal will be effective January 1, 2002 and it is necessary for an agreement to be in place that will govern how the City of Canby and Tri-Met coordinate transit services after that date; and

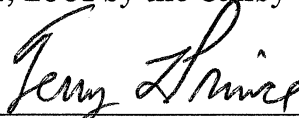
WHEREAS, the City Council has met twice with representatives from Tri-Met in open session to discuss the terms of an intergovernmental agreement and has found said agreement to be acceptable and beneficial to the citizens of Canby;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby, as follows:

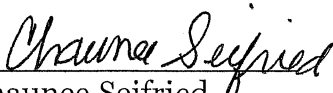
- (1) The Mayor is authorized and directed to sign the intergovernmental agreement with Tri-Met attached as Exhibit A; and
- (2) Staff is directed to take all actions necessary to carry out the terms and conditions of the agreement.

The effective date of this resolution is December 19, 2001.

ADOPTED this 19th day of December, 2001 by the Canby City Council.


Terry L Prince - Mayor

ATTEST:


Chaune Seifried
City Recorder, Pro-Tem

**INTERGOVERNMENTAL AGREEMENT
NO. 02-0813
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON AND
THE CITY OF CANBY
TRANSIT COORDINATION**

THIS AGREEMENT is made between the Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") and the City of Canby ("City").

WHEREAS, pursuant to the authority of ORS Chapter 267, Tri-Met's Board of Directors adopted Ordinance No. 258 authorizing withdrawal of the Canby area from the Tri-Met District; subject in part to the City's execution of an intergovernmental agreement with Tri-Met providing for structured coordination of transit efforts; and

WHEREAS, Tri-Met and the City have authority under ORS Chapter 190 to enter into this Agreement.; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, Tri-Met and the City agrees as follows:

1. Term

This Agreement shall commence upon execution by the parties, and shall remain in effect until terminated as provided herein.

2. Transit Service/Procedures

A. Interim Service

Between January 1, 2002 and August 31, 2002, Tri-Met will continue to operate all existing services to the Canby area, including Line 79-Canby/Clackamas Town Center, Line 35- Oregon City, LIFT and provide maintenance of coach_stop signage. The City will reimburse Tri-Met for Line 79 and Line 35 service based on an operations cost rate of \$61 per hour for the period between January 1, 2002 and August 31, 2002. The City will reimburse Tri-Met for LIFT trips by Canby area LIFT clients at a rate of \$35 per hour for the period between January 1, 2002 and August 31, 2002. Actual hours of LIFT, Line 35 and Line 79 services provided by Tri-Met will be totaled and billed to City in two invoices for the following periods of service: (1) January 1, through June 30, 2002; and (2) July 1, 2002 through August 31, 2002. Payment by City will be due within 30 days of City's receipt of Tri-Met's invoice. Payments shall reference this Agreement number and be submitted to Tri-Met, Finance Department, Accounts Receivable – FN4, 4012 S.E. 17th Avenue, Portland, Oregon 97202, with a copy to Tri-Met's Project Manager.

B. Services Commencing September 1, 2002

(1) Coach Stop Signs

After September 1, 2002, Tri-Met Line 79- Canby/ Clackamas Town Center will no longer serve Canby. Tri-Met coach stop signs for Line 79 and 35 in the City will be removed before September 1, 2002. The installation of the City signs for City service will be coordinated with the removal of Tri-Met signs to ensure continuous and adequate information for customers. Tri-Met will remove bus stop sign poles that the City requests to be removed by September 1, 2002. Otherwise, existing poles will remain and become the responsibility of the City. Tri-Met reserves the right to maintain Tri-Met signs at existing and future Line 35 stops in the Canby area.

(2) Park and Ride Agreements

Tri-Met will terminate park-and-ride agreements with Canby Christian Church and New Life Church by September 1, 2002. Signage will be removed by Tri-Met. Existing poles will remain and become the responsibility of the City.

(3) Transit Services

Starting no later than September 1, 2002, the City will operate service via Highway 99E between the Canby area and the Oregon City Transit Center. The City will implement transit service described in the *Canby Transit Plan* (May 2001) including weekday, Saturday and Sunday service between the Canby area and Oregon City Transit Center, with local service in the Canby area. The City's buses will comply with the Americans with Disabilities Act.

Commencing September 1, 2002, the City shall contract under this Agreement with Tri-Met for operation of the present service provided on Line 35- Oregon City between Oregon City and the Canby area. This contract shall be for at least the period September 1, 2002 through September 1, 2004. Six trips will run between Canby, Oregon City and Portland in the morning between approximately 5:45 a.m. and 6:50 a.m. Six trips will run during the p.m. peak between approximately 5:25 p.m. and 6:45 p.m.

Adding trips, deleting trips or changing trip times by more than five minutes, will be mutually agreed upon by Tri-Met and the City. Tri-Met will handle all customer requests regarding line 35 service and will, upon request, supply the City with a summary of those requests in January of each year.

City shall reimburse Tri-Met for the Line 35 services described above based on Tri-Met's hourly operational costs, which shall be adjusted by Tri-Met July 1 of

each year to account for actual cost rate changes. Hourly operational costs to be paid by City shall be a maximum of \$63.44 for the period between September 1, 2002 and June 30, 2003, and \$65.98 for the period between July 1, 2003 and June 30, 2004. Tri-Met will adjust the rate each July 1, starting July 1, 2004, to account for actual cost rate changes. For FY01, Line 35 service to Canby totaled 1,020 hours.

Line 35 service provided by Tri-Met will be totaled and billed to City in an invoice in June of each year. Payment by City will be due within 30 days of City's receipt of Tri-Met's invoice as set forth in (2) G. below. The amount billed to the City each year will be reduced by the proportionate fares collected in the Canby Area. Fare revenue will be calculated as:

Average fall signup weekday boardings plus alightings X 255 weekdays per year X Tri-Met system average originating fare X 38% (proportion of total Line 35 route mileage that is between Oregon City Transit Center and end of route in Canby).

C. Coordination of Services

The City will make major service and/ or schedule changes on the same dates as Tri-Met. Major service changes typically occur on the Sunday immediately preceding Labor Day. Other adjustments occur three times a year (Spring, Summer and Winter).

Tri-Met's Director of Transportation Services, ATP Director (or their designees) and the City's transit coordinator will meet as necessary or as requested by either Tri-Met or the City to review operational matters, security and safety issues, customer complaints/ suggestions, performance data and/ or proposed changes. Other personnel from Tri-Met and the City will attend as needed. Minutes will be prepared and distributed to document discussions, decisions made, and actions taken.

The primary daily operational coordination between the City and Tri-Met will be between each system's dispatch centers. Tri-Met will notify the City of significant disruptions in service that will affect passengers intending to transfer between the two services.

The City will perform background checks on transit operators in accordance with background check procedures that Tri-Met follows for its operators.

D. Coordination of Emergency and Inclement Weather Operations

In the event of an emergency or severe weather that affects transit operations between Oregon City and Canby, communication will occur between Tri-Met and the City. The primary respondent for Tri-Met will be the Bus Dispatch Center, which is operational 24 hours per day, 7 days a week. They will be able to communicate current status of bus, MAX and LIFT operations. The primary respondent for the City will be the City's contract service provider.

E. Standard Operating Procedures at Transfer Points/ Layover Locations

Standard operating procedures will be coordinated between Tri-Met and the City. When using Tri-Met facilities, Canby operators will be under the same operating rules as Tri-Met operators, and will be subject to supervision of the Tri-Met Field Operations Department. Tri-Met will provide the City with a copy of its bus operators and road supervisor's handbook.

The City will provide route and schedule information to Tri-Met, and update that information as needed.

Parking/layover space for one (up to 40-foot bus) will be made available at Oregon City Transit Center for the City. Canby operators will be granted access to the Tri-Met operations restroom at the Oregon City Transit Center.

The City may use Tri-Met bus stops (outside of the Canby area) to discharge inbound passengers and to board outbound-intending passengers, but must notify Tri-Met (Director of Transportation Services) in advance. Line 35 will operate as a Tri-Met bus line.

The City will assist in finding an adequate layover space and operator restroom near the end of Line 35 in the event that the present layover and restroom arrangements need to be changed.

F. Paratransit Services

Canby Area Paratransit Service

The City will provide paratransit service for eligible persons with disabilities in the Canby area as a complement to route bus service. The characteristics of the City's paratransit service are as follows:

- Area Served: All areas within the Canby area.
- Eligibility: Apply to the City and be certified as meeting criteria established by the ADA.
- Reservations: Advance reservations required. May reserve up to 14 days in advance but not later than 5:00 p.m. the day before travel.
- Scheduling: Trips are scheduled according to either a requested pickup or appointment time. Pickup is within a 30 minute time "window" set when the reservation is made. Recurring trips may be placed as a standing order.
- ADA Service Requirements: Meets ADA requirements for complementary paratransit as established by federal regulation and such administrative review and approval as may be required by the Oregon Department of Transportation.

Coordination of Services

Tri-Met and the City's paratransit coordination will include determination of eligibility, customer information, and service delivery.

Eligibility: Tri-Met will assist the City in their determination of eligibility for persons residing in the Canby area as of December 31, 2001 who have LIFT eligibility. Tri-Met will provide the City the names and addresses of individuals and give other assistance as appropriate to the City in establishing their eligibility process. The City will refer persons who need to use LIFT service to the LIFT eligibility process. Other arrangements for eligibility coordination may be made by mutual agreement.

Customer Information: Tri-Met and the City will maintain current information about the other respective program and assure that staff that has customer contact can appropriately refer persons who have questions. Customers who are reserving trips that involve a transfer between services will be advised of designated locations.

Service Delivery: ADA complementary paratransit service will be available throughout the ADA complementary paratransit service area for any Canby area resident who meets the ADA eligibility criteria. The City will provide service to persons the City determines eligible for trips within its paratransit service area. The city will also provide no-transfer origin to destination paratransit service and to/from destinations within the LIFT service area for those Canby area residents who are making such trips as of December 2001. The City's responsibility will include only those persons and their then-current trips (origins and destinations) as of December 2001.

The City will provide paratransit service to and from all destinations within the City of Oregon City for existing and future Canby area residents eligible for paratransit. The City will also provide ADA paratransit service between the Canby Area and Oregon City for eligible Oregon City residents. This requirement does not apply to trips that begin and end within Oregon City.

Common transfer points between LIFT and the City's paratransit service will be designated to facilitate service and trip scheduling. Locations include the Oregon City Transit Center and may also include other locations mutually agreed to by the City and Tri-Met.

Tri-Met and the City may mutually agree to alternative service delivery and trip scheduling for individual customers based on unique circumstances (e.g. trips for life sustaining medical treatments such as dialysis).

G. Payment

Tri-Met shall bill the City each quarter of each year: January 1, April 1, July 1 and October 1. City shall make payment to Tri-Met within 30 days of receipt of Tri-Met's invoice. Payments shall reference this Agreement number and be submitted to Tri-Met, Finance Department, Accounts Receivable – FN4, 4012 S.E. 17th Avenue, Portland, Oregon 97202, with a copy to Tri-Met's Project Manager.

3. Fares

A. Integration

The City proposes to provide free transit service, thereby providing fare integration with Tri-Met. If the City establishes a fare, then Tri-Met and the City will mutually determine how to integrate fares to facilitate passenger travel between Tri-Met and Canby Area services.

Employers and schools whose sites are located outside the Tri-Met District boundary are not eligible for Tri-Met fare incentive programs, including but not limited to PASSport, Pass Advantage, Transit Coordinator Incentive Program, School Pass, or any other Tri-Met assistance programs, e.g. ECO compliance, unless specifically provided otherwise in a mutual agreement.

B. Coordination of Fare Change Dates

In the event that the City implements a fare, then the City will make the effective date of the fare, and any subsequent fare adjustments, coincide with Tri-Met's September fare change date.

4. Customer/Public Information

A. Tri-Met Distribution of Information

At Oregon City Transit Center, Tri-Met will include a map and schedule of the City's transit service (to be provided by the City), in a framed schedule information display, and will show location to board the City service on transit center diagram.

For Tri-Met route schedules that connect to the City service, Tri-Met will add a reference to the connecting service.

Tri-Met will service up to two schedule and sales outlets within the City's jurisdiction. However, if outlet in use at time of execution of this Agreement later

ceases to be available or acceptable to Tri-Met, the City will be required to locate and negotiate for a new outlet on terms that are acceptable to Tri-Met. The City may negotiate with Tri-Met's outlet to have the City's schedule(s) included in Tri-Met's schedule rack.

Tri-Met may, at its option, make the City's schedule(s) (to be provided by the City) available to the public at the Tri-Met Customer Assistance Office, other service outlets, web site and other customer materials.

B. City Distribution of Information

For City route schedules that connect to Tri-Met service, the City will add a reference to the connecting service.

City may at its option make Tri-Met's schedules (to be provided by Tri-Met) available to the public at various City-owned facilities.

5. Planning

Tri-Met's Director of Transportation Planning and the City's transit coordinator shall communicate on items of mutual interest. Between January and March 2004 the City and Tri-Met shall review the provisions of this agreement with regard to performance and customer service, including LIFT and Line 35 operations

6. Records/ Reporting Requirements

The City shall maintain complete and thorough records of its operations relevant to this Agreement, which the City shall make available to Tri-Met for inspection on request.

The City shall be responsible for all data collection, documentation and reporting required by Metro, State of Oregon and the federal government.

7. Termination

This Agreement may be terminated either in whole or in part by Tri-Met upon sixty (60) days prior written notice or by written mutual agreement of the parties.

8. No Waiver

Neither party's failure to object to any breach of this Agreement shall constitute a waiver of its right to object to any additional breach or to require specific performance of this Agreement.

9. Independent Contractors

Tri-Met and City shall be independent contractors for all purposes in the performance of this Agreement.

10. No Third Party Beneficiary

Tri-Met and City are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide benefit, direct, indirect, or otherwise to other parties unless such third parties are expressly designated by name in this Agreement as intended to be beneficiaries of its terms.

11. Successors and Assignment

This Agreement shall bind City, its successors and legal representatives. City may not delegate, subcontract or assign its rights or obligations hereunder without the prior express written consent of Tri-Met.

12. Adherence to Laws

Tri-Met and City shall adhere to all applicable federal, state and local laws, regulations and rules in the performance of this Agreement.

13. Annexation

Nothing in this Agreement shall be construed to limit or extend Tri-Met's statutory authority to establish new territorial boundaries.

14. Indemnification

In accordance with the Oregon law, including the provisions and liability limits for public bodies set forth in the Oregon Tort Claims Act, each party shall be responsible for its own tortious conduct and that of its respective directors, officers, employees and agents.

15. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

16. Severability

If any term or condition of this Agreement, or the application thereof to any person or circumstances shall to any extent be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be effected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. Integration/Modification

This Agreement includes the entire agreement between the parties and supersedes any prior oral or written discussions or agreements regarding the same subject. This Agreement may be modified only by a written agreement signed by authorized representatives of the parties.

19. Authority

The representatives signing below represent that they have are duly authorized by the party for which they sign to make this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Dated: _____

**Tri-County Metropolitan Transportation
District of Oregon (Tri-Met)**

By: Ted Hansen

Title: General Manager

Date: December 27, 2001

City of Canby (City)

By: Terry L. Prime

Title: Mayor, City of Canby

Date: December 19, 2001

Attest:

Recording Secretary

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