

INTERGOVERNMENTAL AGREEMENT
Between
CITY OF SALEM and SALEM AREA MASS TRANSIT DISTRICT

1. PARTIES TO AGREEMENT

This Agreement between Salem Area Mass Transit District (“SAMTD”), and City of Salem (“CITY”) is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the SAMTD will provide ridership to youths under the age of 18 free of charge through a pilot program known as Youth Fare Program (the “Services”). The Services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective on the date it has been fully executed by both parties. This Agreement will automatically terminate one year from the effective date unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Such extension shall be via written amendment signed by the parties.

3.3 This Agreement may be terminated by mutual consent of the parties at any time or by either party upon 30 days’ notice in writing, and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 CITY may terminate this Agreement effective upon delivery of written notice to SAMTD, or at such later date as agreed upon by the parties, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Services. The parties may also amend this Agreement to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by SAMTD to provide the Services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If SAMTD fails to provide the Services within the time specified herein or any extension thereof.
- e. If SAMTD fails to perform any of the provisions of this Agreement after receipt of written

notice from CITY, and fails to correct such failure(s) within ten (10) days or such longer period as CITY may authorize.

- f. If this Agreement is terminated for any reason, or if SAMTD suspends the Services, SAMTD shall refund CITY a prorated amount of funds provided by SKPS.

3.5 SAMTD may terminate this Agreement effective upon delivery of written notice to CITY, or at such later date as agreed upon by the parties, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Services. The parties may also amend this Agreement to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by SAMTD to provide the Services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If CITY fails to provide the payments to SAMTD within the time specified herein or any extension thereof.
- e. If CITY fails to perform any of the provisions of this Agreement after receipt of written notice from SAMTD, and fails to correct such failure(s) within ten (10) days or such longer period as SAMTD may authorize.
- f. If this Agreement is terminated for any reason, CITY shall pay SAMTD a prorated amount of funds to compensate SAMTD for the Services provided.

4. **FUNDING AND BILLING**

4.1 The total amount paid under this Agreement shall not exceed \$150,000.00. Payment will be made by CITY to SAMTD in one payment upon receipt of invoices prepared by SAMTD.

4.2 SAMTD shall submit invoice to CITY at the following address:

City of Salem
555 Liberty St. SE
Room 230
Salem, OR 97301
ATTN: Joshua Eggleston

5. OBLIGATIONS

5.1 SAMTD SHALL PROVIDE THE FOLLOWING SERVICES:

- a. Create summary reports for review by the parties containing the following information (the “Data”):
 - Monthly ridership data.
 - Month-to-month comparison of ridership data, School Year (“SY”) 22-23 compared to SY 21-22.
 - Year-to-date comparison of ridership data, SY 22-23 compared to SY 21-22.
 - SAMTD shall share the Data, except the year-to-date comparison which will be created at the end of the Term, with CITY on or before the third Thursday of each month.
- b. SAMTD shall allow all youth ages 18 and under to ride buses in the SAMTD service area for free. Student ID (or other) identification is not required.
- c. SAMTD is not required to perform any additional maintenance or take any other action outside of its normal course of business to administer the Services, except as otherwise expressly set forth herein. There is no transfer of personnel or real or personal property under this Agreement.
- d. SAMTD shall schedule periodic check-in meetings with CITY staff to review the Data, challenges, and successes.

5.2 CITY OBLIGATIONS

- a. CITY will pay SAMTD as described in Section 4 above.
- b. CITY will participate in periodic check-in meetings with SAMTD staff to review data, challenges, and successes.

6. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties shall comply with all federal, state, and local laws and ordinances the parties’ obligations under this Agreement. This Agreement shall be administered and construed under the laws of the state of Oregon. The courts of the State of Oregon shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Marion County Circuit Court.

7. NONDISCRIMINATION

The parties shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

8. HOLD HARMLESS

Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. The indemnification obligation under this paragraph is conditioned upon receipt of written notice of any actual or pending claim or cause of action. The parties intend to provide reciprocal indemnity obligations.

The obligations in this Section 8 shall survive the termination or expiration of this Agreement.

9. INSPECTION OF RECORDS

Each party shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other party necessary for review of the other party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection pursuant to this Section 9.

10. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

11. NOTICES

Any notice required to be given the SAMTD or CITY under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For SAMTD:

Chris French
555 Court St NE
Suite 5230
Salem, OR 97301

For CITY:

Joshua Eggleston
555 Liberty St. SE
Room 230
Salem, OR 97301

[Signature page follows.]

SIGNATURES

This Agreement may be executed in multiple counterparts (whether by facsimile, electronic .pdf version or otherwise) which, taken together, shall form one original document, and shall be effective as of the date of execution by the parties hereto.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

CITY OF SALEM

Keith Stahley, ICMA-CM
City Manager

Date

SALEM AREA MASS TRANSIT DISTRICT

Allan Pollock
General Manager

Date