

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NEWPORT AND  
LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT  
REGARDING FINANCIAL SUPPORT FOR  
THE LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT  
PROVIDING THE NEWPORT SHUTTLE PROGRAM

Pursuant to authority granted in Chapter 190 of the Oregon Revised Statutes, this agreement is entered into by and between the City of Newport ("City") and Lincoln County Transportation Service District ("District") collectively referred to as "Parties."

RECITALS

- A. ORS Chapter 190 authorizes governmental entities to enter into written agreements for the performance of functions and activities.
- B. District provides scheduled and on-call bus transportation throughout the City.
- C. City has paid District a portion of the costs for providing a shuttle service throughout the City.
- D. City wishes to continue funding to the District to provide the shuttle services for its citizens and visitors.

TERMS OF AGREEMENT

- 1. Services to Be Performed. District shall provide:
  - A. The regularly scheduled intra-city bus service within Newport, commonly known as City Loop and includes Oregon Coast Community College, Hatfield Marine Science Center, Oregon Coast Aquarium, and businesses and services south of the Yaquina Bay Bridge; north along Highway 101 for businesses, and to 73<sup>rd</sup> Street for multi-family and senior housing clients; west through Nye Beach; and east along the Bayfront. These routes are operated seven days per week (except Christmas and Thanksgiving), five loops daily. The City of Newport funding supports these intra-city loop services. Changes in service shall be discussed with the City prior to implementation.
  - B. Bus service for City-sponsored special events at the request of the City with mutual agreement by the District.
- 2. Term. The District began providing the services described in (1) above at 12:01 A.M., on July 1, 2014, and the agreement will continue for each subsequent fiscal year (July 1 to June 30) unless otherwise terminated in accordance with paragraph 7 below.

3. Fees for Services. The City shall pay the District \$90,000 in each FY2014/2015 and FY2015/2016 for the services described above, payable within 30 days of receipt of the required annual report. Future reports shall be provided by March 31, 2016, and by March 31 of each year thereafter. Either party may request a change in the fee for services by notifying the other party by March 31 of any succeeding year. The parties shall negotiate the fees, adjust services as warranted, or terminate this agreement in accordance with paragraph 7 if agreement cannot be reached.
4. Annual Report Required. The District shall provide the City an annual report on the use of City funds. The report shall include:
  - A. Copy of the District's proposed budget for the succeeding fiscal year by May 1;
  - B. Copy of the most recent audit (an electronic copy may be sent to the City Manager to meet this requirement);
  - C. Breakdown by source of all revenues received by the District;
  - D. Daily ridership statistics for the City shuttle service. A random sampling survey relative to the use by tourists and citizens, including the cost per rider;
  - E. Any other mutually agreed upon information requested by the City to support the use of funds to subsidize this service provided the request is within the District's reasonable ability to develop.
5. Amendment. This intergovernmental agreement may be amended by mutual written agreement of the Parties.
6. Defense and Indemnification. District agrees to defend, indemnify, and hold harmless the City, and its officers, agents and employees, against all claims and actions, and all damages and expenses related thereto, arising from the agreement.
7. Termination. Either party may terminate this agreement for the succeeding fiscal year by providing written notice to the other party by May 1. Either party may terminate for any other reason upon thirty (30) days written notice to the other party; provided however, that a pro-rata payment for services rendered to date shall be paid to District for services to the date of termination. District shall refund a pro-rata amount, if the payment has been pre-paid prior to termination.
8. Notice. Notices should be sent to the City at:

City of Newport  
Attention: Spencer R. Nebel, City Manager  
169 SW Coast Highway  
Newport, Oregon 97365  
Phone: 541.574.0601

Notice should be sent to the District at:

Cynda Bruce, Director  
Lincoln County Transportation Service District  
410 NE Harney Street  
Newport, Oregon 97365  
Phone: 541.961.7991

LINCOLN COUNTY TRANSPORTATION  
SERVICE DISTRICT

CITY OF NEWPORT

Cynda Bruce  
By: District Authorized Representative  
7-20-15  
Date

Sandra N. Rommangay  
By: Mayor  
6-16-15  
Date

APPROVED AS TO FORM:

Wayne Belmont  
Wayne Belmont, County Counsel

APPROVED AS TO FORM:

Steven E. Rich  
Steven E. Rich, City Attorney