

RESOLUTION NO. 3838

**A RESOLUTION ACCEPTING THE 1997-98 BENTON COUNTY FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.**

**WHEREAS, Benton County has submitted the 1997-98 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 1997-98; 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 13TH DAY OF AUGUST 1997.**

*Wayne M Fisk*  
\_\_\_\_\_  
Council President

ATTEST:

*[Signature]*  
\_\_\_\_\_  
City Recorder



## BENTON COUNTY

### PERSONAL SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the City of Albany, Linn-Benton Loop Transit system, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the services of an individual with the particular training, ability, knowledge, and experience possessed by CONTRACTOR,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **TERM OF CONTRACT:** This contract shall become effective upon signature, and shall terminate on June 30, 1998.

2. **SERVICES TO BE PROVIDED:** as described in the attached application for funding submitted by the contractor. (Attachment B of this agreement incorporated into this agreement by this reference).

3. **PAYMENT:** Not to exceed \$3,200. Payment to be made in quarterly installments. Payments to begin in October, 1997 or upon execution of this contract by all parties whichever is later. Subsequent payments will be made in January, April and June, 1998, following receipt by the COUNTY of a written report of progress.

4. **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.

5. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal government and the amount charged does not exceed his normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

**6. INDEMNIFICATION:** COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this agreement. CONTRACTOR warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release.

The CONTRACTOR shall hold harmless, indemnify, and defend Benton County, its 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 the performance of the work described in this contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Benton County 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.

**7. INSURANCE:** The CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY (Attachment A incorporated into this agreement by this reference) in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid worker's compensation insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.

**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:

**THE COUNTY:** County Administrative Officer  
Benton County Board of Commissioners  
408 SW Monroe, #111  
Corvallis, OR 97333

**CONTRACTOR:** City of Albany  
Linn-Benton Loop Transit  
P O Box 490  
Albany, OR 97321  
**Contact:** Edna Campau  
917-7606

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. **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.

10. **TERMINATION WITHOUT CAUSE:** At any time and without cause, the COUNTY shall have the right in its sole discretion, to terminate this agreement by giving written notice to CONTRACTOR. If the COUNTY terminates the contract pursuant to this paragraph, it shall pay CONTRACTOR for services rendered to the date of termination.

11. **TERMINATION WITH CAUSE:** If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or otherwise violates any of the terms of this agreement, COUNTY may terminate the agreement by giving CONTRACTOR written notice stating the reason for the termination. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive, as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY due to the breach of the agreement by CONTRACTOR.

12. **OWNERSHIP OF WORK PRODUCT:** COUNTY shall be the owner of and shall be entitled to possession of any computations, plans, correspondence, or other pertinent data and information gathered by or computed by CONTRACTOR prior to termination of this agreement by CONTRACTOR or upon completion of the work pursuant to this agreement.

13. **NONDISCRIMINATION:** CONTRACTOR 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, or disability.

CONTRACTOR 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 CONTRACTOR.

14. **EXTRA (CHANGED) WORK:** Only the Board of Commissioners may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Board authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the Board of Commissioners.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. Any independent audit report of CONTRACTOR's activities or finances prepared for CONTRACTOR shall be submitted to the Benton County Board of Commissioners.

17. CONTRACTOR shall abide by the provisions of ORS 279, incorporated by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

DATED this 13<sup>th</sup> day of August, 19 97.

CONTRACTOR

BENTON COUNTY

City of Albany

SKB  
City Manager

\_\_\_\_\_  
Benton County Administrative Officer

Approved as to form:

\_\_\_\_\_  
County Counsel

Affidavit of Owner/Operator Business

CONTRACTOR declares that s/he does not currently employ, and will not employ, any individuals for work under this contract during the term this contract is in force.

\_\_\_\_\_  
CONTRACTOR

Date: \_\_\_\_\_

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages.

TYPE OF INSURANCE	LIMITS OF LIABILITY
-------------------	---------------------

---

<input checked="" type="checkbox"/> <u>General Liability</u>	Each Occurrence \$500,000
--	---------------------------

General Aggregate \$500,000

Products/Comp Ops  
Aggregate \$500,000

Personal and  
Advert. Inj. \$500,000

**Please indicate if Claims Made or Occurrence**

<input type="checkbox"/> <u>Automobile Liability</u>	Combined Single		
covering any vehicle used on County business	Limit	\$500,000	
	OR		

Bodily Injury:

Per person \$200,000

Per occurrence \$500,000

Property Damage:

Per occurrence \$ 50,000

<input checked="" type="checkbox"/> <u>Worker's Compensation</u>	Per Oregon State Statutes
--	---------------------------

<input type="checkbox"/> <u>Professional Liability</u>	Per occurrence \$500,000
	Annual aggregate \$500,000

CONTRACTOR's general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Benton County, its officers, agents and employees as additional insureds and shall provide Benton County with a 30 day notice of cancellation.

Worker's compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Benton County as an additional insured, but must list Benton County as a certificate holder and provide a 30 day notice of cancellation to Benton County.

Certificates of Insurance shall be forwarded to:

**County Administrative Officer**  
Benton County Board of Commissioners  
408 SW Monroe, #111  
Corvallis, OR 97333

CONTRACTOR agrees to deposit with the COUNTY, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the COUNTY during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.

**Attachment B**

**BENTON COUNTY  
FY 1997-98  
Community and Outside Agency Funding Request**

*Please see attached County policies regarding funding requests*

Funding requests are due no later than January 31, 1997

Name of organization Linn-Benton Transit System (City of Albany, operator)  
Address P. O. Box 490  
Albany, OR 97321

Contact person Edna Campau Phone 917-7606  
Date of request December 20, 1996

Amount of Request \$3,200 Date funds are needed July 1, 1997

If this organization has received funding from Benton County in the past please state the most recent fiscal year and the amount received. 1996-97 \$3,100

How will the funds be used? Summarize the program or project. *(Additional materials may be attached)*

The funds will be used to offset part of the operating expenses of the Linn-Benton Transit System.

The Loop provides public transit services between Albany and Corvallis. The bus travels between Linn and Benton counties on state highways 20 and 34. There are eight service runs daily, Monday through Friday. In 1996-97, 49,696 passengers were transported.

Approximately 13 percent of the Loop's passengers are either elderly or disabled.

Are other sources of funds committed? How much? From whom?

City of Albany	\$11,200
City of Corvallis	11,200
Linn-Benton Community College	11,200
Benton County Special Transportation Fund	4,000



Are there other programs in Benton County providing this program or service? Please list and explain relationship to your program.

No other programs provide intercity public transportation between Corvallis and Albany.

If this is an on-going program or project, how will it be funded in the future? Will you be requesting funds from Benton County in future years?

It is anticipated that this transportation program will continue for the foreseeable future, funded primarily by public agencies in an cooperative agreement. Benton County will be requested to participate in the funding process.

What performance measures should be applied to judge the effectiveness of the program if funded, and to judge the merit of future funding requests?

The growing number of passengers transported between Benton and Linn counties is the measure of effectiveness. The merit of future funding requests should be judged on the number of individuals served.

The Loop primarily serves students, elderly persons, and developmentally disabled persons.

There is an on-going effort to adjust the bus schedule to better meet the needs of the commuting public, thus reducing the impact of the single-occupant vehicle on our streets and roads.

Funding requests are due no later than January 31, 1997

Benton County Administrative Services Department, Budget Office, Benton Plaza, 408 SW Monroe Avenue, Corvallis, OR 97330

For additional information contact Benton County Budget Office 757-6800

Page 2 of 2