

RESOLUTION NO. 5014

A RESOLUTION ACCEPTING THE 2004-2005 BENTON COUNTY SPECIAL TRANSPORTATION PROGRAM GRANT FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.

WHEREAS, Benton County has submitted the 2004-2005 annual Special Transportation Program 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 Special Transportation Program funding support agreement in the amount of \$4,600 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 2004-2005; and

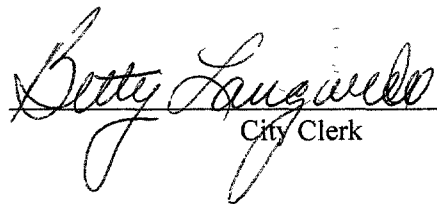
BE IT FURTHER RESOLVED that the City Council of the City of Albany, Oregon, accepts these funds and authorizes the City Manager to execute the agreement and conditions for their acceptance; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 28<sup>th</sup> DAY OF JULY 2004.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**COUNTY OF BENTON  
SPECIAL TRANSPORTATION FUND  
GRANT AGREEMENT**

CONTRACT PERIOD: From July 1, 2004 to June 30, 2005

NOTICE OF CONTRACT AWARD: Under Authority of Oregon Revised Statutes 391.800 - 391.830, Oregon Administrative Rules Chapter 732, and Benton County Ordinances and Regulations applicable to this program, the following contract is awarded to:

**Linn-Benton Loop Transit System  
P.O. Box 490  
City of Albany, OR 97321**

CONTRACTED SERVICE	CONTRACTED AMOUNT
Operating:	\$4, 600.00

The CONTRACTOR, also known as the provider agency, as an independent contractor, shall perform the necessary services as described herein. CONTRACTOR agrees to prepare and furnish such reports and data as may be requested by the COUNTY. Both CONTRACTOR and COUNTY are bound by applicable Federal Statutes and Regulations, Oregon Statutes and Administrative Rules and Benton County Ordinances and Regulations. Both the COUNTY and CONTRACTOR are bound by the terms of the Special Transportation Fund agreement for FY 04-05 between the COUNTY and the State of Oregon, including provisions of the Governing Body Assurances made a part of this agreement (Exhibit A) by this reference.

It is understood by the parties that this contract is subject to any conditions listed below and that failure to satisfy these conditions may be cause for termination of funding.

**DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

CONTRACTOR will perform services as described in its application for FY 04-05 funding, and such application is made a part of this agreement (Exhibit B) by this reference.

Records relating to operations or purchases under this contract shall be kept for three years from the date of the final payment, or when all other matters pending are closed, which ever is later.

The CONTRACTOR agrees to list Oregon Department of Transportation's Public Transit Section as first security interest holder and Benton County as secondary security interest holder on the title of any vehicle purchased in whole or part with special transportation funds.

No operating funds may be converted to purchase equipment or vehicles costing over \$1,000 without the written authorization of COUNTY.

## **Payments**

Payment will be made for allowable operating expenditures up to 100 percent of cost up to the maximum amount identified above. The CONTRACTOR shall receive payment from the COUNTY under this contract for operating expenditures on a quarterly basis with payments disbursed by the 10th working day of the first month of the quarter. No funds will be advanced to CONTRACTOR if there is insufficient cash in the COUNTY Special Transportation Fund.

Payment for capital equipment, if any under this agreement, will be made by COUNTY to the CONTRACTOR at the time of delivery, upon receipt of invoice, purchase agreement or other proof of purchase price. The CONTRACTOR is responsible for payment to the vendor and all costs associated with the acquisition including title and insurance.

Payments will be made by check to:

Linn-Benton Loop Transit System  
P.O. Box 490  
City of Albany, OR 97321

COUNTY may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

(1) If COUNTY funding from the State of Oregon or other sources is not obtained or continued at a level sufficient to allow for provision of the services contemplated in this agreement. This contract may be amended to accommodate a reduction in funding.

(2) If State or County regulations are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract, or are no longer eligible for the funding authorized by the contract.

CONTRACTOR acknowledges that a review of the Special Transportation system is underway, and funding is subject to mid-year review of the program by COUNTY. The contract amount may be adjusted to accommodate any changes required as a result of this review. Notice of this adjustment will be made by contract amendment.

## **Quarterly Reports**

The CONTRACTOR shall submit a quarterly expenditure report in a form approved by the COUNTY no later than 20 days following the quarter. Quarters will be based on the July 1 to June 30 fiscal year. Failure to submit expenditure reports when due may result in the withholding of subsequent payments.

## **Withholding of Payments**

Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin for the payment period beginning 30 days after written notice is given by the COUNTY to the CONTRACTOR. The COUNTY may deny payment for cause, and may continue to withhold payment until the CONTRACTOR establishes, to the COUNTY's satisfaction, that such failure arose out of causes beyond the control of and without the fault or negligence of the CONTRACTOR.

**Audits and Inspections**

The CONTRACTOR shall permit authorized representatives of the COUNTY, the State of Oregon Department of Transportation, the State of Oregon Secretary of State's Audit Division, or the State of Oregon Executive Department, to review the records of the CONTRACTOR in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY or State of Oregon and permitted under law, and shall permit authorized representatives of the COUNTY or State of Oregon to perform site reviews of all services covered by this contract.

**Indemnification**

The CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the COUNTY or State of Oregon. The COUNTY shall not be responsible for any liability, claims, demands, and causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incidental to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR. CONTRACTOR shall defend, hold harmless, and indemnify COUNTY on account of any and all such liability, claims, demands, and causes of action, including attorney's fees and witness costs, except liability arising out of the sole negligence of COUNTY and its employees.

**Non-Discrimination**

The CONTRACTOR, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of ODOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**Insurance**

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:

General Liability	\$500,000
Automobile liability covering any vehicle used on any County Business	Bodily Injury \$200,000 per person \$500,000 per occurrence Property Damage \$50,000 per occurrence OR Bodily Injury & Property Damage \$500,000
Workers' Compensation Insurance	As Per Oregon State Statutes

Each insurance policy required by this contract shall contain the following clauses:

A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the County Administrative Officer in the Benton County Board of Commissioner's Office, 180 NW 5th, Corvallis, OR 97330."

B. "Benton County, its officers, agents and employees are added as additional insured as respects operations performed for Benton County."

Clause A shall be included in any Workers' Compensation insurance policy where such guarantee of notification is obtainable. Clause B is waived as respects any Workers' Compensation Insurance Policy.

If CONTRACTOR employs subject workers under ORS 656.027, CONTRACTOR is a subject employer under ORS 656.023 and shall provide workers compensation coverage for all subject employees under ORS 656.017.

CONTRACTOR agrees to deposit with the COUNTY, at the time it returns the executed contract, Certificates of Insurance, including endorsements as relate to Clauses A and B or a Binder of Insurance, if the policy has expired, necessary 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 binders thereof on deposit with the COUNTY during the entire term of this contract.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions of this contract. Notwithstanding said insurance, the CONTRACTOR shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**Termination**

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 submit a report of total expenditures for the revised contract period. 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. Any COUNTY funds not obligated at the date of termination or cancellation shall revert to the COUNTY according to instructions furnished by the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in two (2) copies, by their officers, thereunto duly authorized.

CONTRACTOR

BENTON COUNTY

Steve Bryant 2/28/04  
Signature Date

Roger M. Irvin 2-12-04  
Signature Date

Steve Bryant  
Type Name

Roger M. Irvin  
Type Name

City Manager  
Title

Public Works Director and Contracting Officer  
Title

Approved as to form:

[Signature] 2-9-04  
County Counsel

Exhibit A

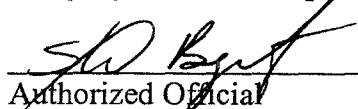
Governing Body
Fiscal Year 2004
July 1, 2004 – June 30, 2005

**Part 1: FY 2005 Governing Body Certification Statement for counties or transit/transportation districts.**

Certification: We acknowledge Special Transportation Fund revenues available to our county or transit/transportation district for July 1, 2004 through June 30, 2005. We understand that the use of the funds is restricted by law to the maintenance, enhancement, or creation of transportation services for the elderly and disabled, as defined in Oregon Revised Statutes (ORS 391.800-391.830) and Oregon Administrative Rules (OAR 732-005-000 through 732-020-0045). We agree to comply with the administrative rules governing the Special Transportation Funds, including consultation with an appointed advisory committee, financial management and record-keeping, and oversight through contract with all providers/contractors selected by the governing body to receive the funds. We also make the following assurances:

1. The governing body certifies that it will adhere to financial management procedures in accordance with Oregon State laws.
2. The governing body certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which the governing body receives Special Transportation Funds.
3. The governing body shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
4. The governing body and/or its contractor assure that it will maintain and operate any vehicles purchased with Special Transportation Funds in accordance with maintenance and inspection schedules provided by the manufacturer, or other documented vehicle maintenance plan.
5. The governing body and its contractors assures that it has or it will have, in amounts and form satisfactory to the State of Oregon, such insurance or self insurance as will be adequate to protect vehicle drivers and assistants, vehicle occupants, project facilities, and project equipment throughout the period of use.
6. The governing body and/or its contractors assure that it will comply with all requirements established by the Americans with Disabilities Act of 1990 and FTA 49 CFR, parts 37 and 38.

A legally authorized representative of the governing body must review and sign below.

  
Authorized Official

7/28/04  
Date

Steve Bryant  
Name (Print or Type)

City Manager  
Title

**Return this form with the completed application.**

Exhibit B

# Benton County Special Transportation Fund Support Application

This form must be completed to be considered for funding. Additional information may be attached.

## Applicant General Information

Linn-Benton Loop Transit System (City of Albany, operator)

Name of Organization

P O Box 490

Mailing Address

Albany, OR 97321

City

State

Zip Code

Edna Campau

Preparer or Contact Person

541-917-7606

Telephone Number

<p>Type of Service Provided (Check all that apply)</p> <p><input type="checkbox"/> Volunteer Driver      <input type="checkbox"/> Demand Response</p> <p><input type="checkbox"/> Voucher Subsidy      <input type="checkbox"/> Curb to Curb</p> <p><input checked="" type="checkbox"/> Fixed Route      <input type="checkbox"/> Door to Door</p> <p><input type="checkbox"/> Taxi      <input type="checkbox"/> Door through Door</p> <p><input type="checkbox"/> Other (describe)</p>	<p>Type of Organization</p> <p><input checked="" type="checkbox"/> Public Agency</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Profit</p>
<p>Total amount of Special Transportation Funds requested:</p> <p>Operating Funds <u>\$4,600</u></p>	

Edna Campau  
Signature of Authorized Agency Representative

May 11, 2004  
Date

Edna Campau, Transportation Coordinator  
Print/Type Name & Title

## Description of Organization

What is the mission or purpose of this organization? What services are provided, who is served, and how are services delivered?

*The mission of the Linn-Benton Loop Transit System is to serve citizens by providing efficient, low-cost public transportation between Linn and Benton counties.*

*The Loop provides fixed route transit service between the downtown areas of Albany and Corvallis, Linn-Benton Community College, and Oregon State University.*

*The Loop is a general public transit service that provides rides for all individuals including persons with disabilities and elderly citizens.*

*Services are delivered by a regular fixed route transit service operating Monday through Friday between the hours of 6:30 a.m. and 6:30 p.m.*

Describe any specific limitations or restrictions on the services you provide.

*The Loop is limited to fixed route transit service between designated points. It does not have the flexibility to go off-route; however, stops for pick-up and drop-off are made along state highways 20 and 34 by passenger request. There are no passenger restrictions.*

What are your organization's procedures for making client referrals for additional services and for services you are unable to provide?

*When dispatch receives a request for service outside the bounds of the Loop's ability (usually a request to a Corvallis medical facility), the caller is referred to a community service such as Interfaith Volunteer Caregivers which can provide door-to-door service.*



**Why is the organization requesting Special Transportation Funding?**

*Special Transportation funding is needed to keep the intercounty/intercity transit system operational. Operating funds are received from a state operating grant and the following participating agencies: City of Albany, City of Corvallis, Benton County General Fund, Linn-Benton Community College, and Linn County STF.*

**What new financial support has been solicited for this service over the past 12 months, and what were the results?**

Source	Amount Requested	Results
Advertising on Buses	Est. \$9,000	Pending
ODOT-Section 5311	\$67,096	Proposed allocation per ODOT; increase of \$10,751.

**How has this proposed budget changed from the current budget?**

*Advertising revenue was minimal in previous budgets. \$9,000 will buy just over one full run for a year. ODOT, Public Transit Division has revised the model on which they base the Section 5311 grants. With few exceptions, agencies in the program are realizing an increase. The Loop's increase is 19.08 percent*

**How will these changes affect your new budget?**

*These increases make it less likely that the Linn-Benton Loop Commission will have to seek further increases from the partner agencies in order to maintain service of 11 daily runs throughout the year.*

**What portion of this funding request will finance these changes?**

*Benton County STF support is allocated to the general operating expenses of the Loop system.*

**Who is responsible for collecting service data and preparing program reports for this service?**

*Edna Campau, Transportation Coordinator*

## Cost Analysis of Transportation System

Compute the costs below from information provided in this application and actual data from the current and prior year(s). It is understood in some cases information is the result of estimates, and will be used only as general indicators of cost effectiveness.

	Actual FY 02-03	Budgeted FY 03-04	Revised Est. FY 03-04	Proposed FY 04-05	Percentage Change Proposed
Total # of rides	57,057	56,000	57,760	58,000	+ .004
Cost per ride	2.86	3.56	3.24	3.33	+ .02
(Current total transportation budget expense divided by # of rides)					
	Actual FY 02-03	Budgeted FY 03-04	Revised Est. FY 03-04	Proposed FY 04-05	Percentage Change Proposed
Unduplicated persons served	<b>See comment below</b>				
Cost Per Person					
(Current total transportation budget expense divided by # unduplicated persons)					
	Actual FY 02-03	Budgeted FY 03-04	Revised Est. FY 03-04	Proposed FY 04-05	Percentage Change Proposed
Annual Miles Driven	75,900	75,000	84,000	85,000	+ .01
Cost Per Mile	2.15	2.66	2.23	2.27	+ .01
(Current total transportation budget expense divided by annual miles)					

Describe limitations or accounting procedures that might affect results above.  
 Example: Transportation costs are estimates because accounting system does not separate.

***The Loop's ridership is large enough that "unduplicated riders" cannot be determined.***

## Transportation Data of Proposed Transportation System

List total one-way rides provided/to be provided.

	Actual FY 02-03	Budgeted FY 03-04	Revised Est. FY 03- 04	Proposed FY 04-05	Percentage Change Proposed
Seniors, 60 years of age and older	2,282	2,240	1,155	1,160	+.004
Persons with disabilities	7,988	7,840	5,776	5,800	+.004
General Public	46,787	45,920	50,829	51,040	+.004
<b>Total</b>	<b>57,057</b>	<b>56,000</b>	<b>57,760</b>	<b>58,000</b>	<b>+.004</b>

What is the basis of the above estimate? Attach additional pages if necessary.

*This estimate is based on a survey of passengers undertaken in February 2004 which identified 2 percent of Loop passengers as elderly and 10 percent as persons with disabilities.. While the number of known seniors riding the Loop is very small, we do have a regular contingency of passengers with disabilities. Riders are not routinely counted on the basis of age or ability; therefore, all numbers shown above, except for the total ridership, are estimates.*

Do you charge or accept payment for providing transportation?       Yes       No

If yes, describe below. Example: If a fixed charge, describe fare structure. If donation, is there a suggested amount? Is payment made by rider, family or agency?

Adult one-way fare	\$ 1.00
Adult Coupon Books (20 rides)	17.00
Adult Monthly Pass	25.00*
Senior/Disabled/Youth one-way fare	.75
Senior/Disabled/Youth Coupons (20 rides)	14.00
Senior/Disabled/Youth Monthly Pass	20.00*

*\*Additional discounts apply when multiple months are purchased.*

*The passenger boarding the bus pays the fare. Some special services agencies (Vocational Rehabilitation, Commission for the Blind, Disability Services, etc.) will purchase coupons or passes for their clients.*

MAY 17 2004

### Financial Information — Revenues

List below in the appropriate category revenues received by the organization in total from all operations. Please list data for the actual amounts from the last completed fiscal year, the budgeted current fiscal year, the revised estimate current fiscal year, and proposed fiscal year for each of the three options listed below.

Revenue Sources	Actual FY 02-03		Budgeted FY 03-04		Revised Estimate FY 03-04		Proposed FY 04-05		Percentage Change
	Organization Total Actual	Transportation Total Actual	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Compare FY 03-04 to FY 04-05
Cash Carryover		1,013		100		-247		1,000	+1.00
Direct from Federal									
Direct from State		52,213		51,600		56,345		67,100	+1.16
County Contracts									
City Contracts									
Local Funding		57,834		90,500		81,800		65,000	-.20
Mental Health Trans.									
Special Trans. Operating—Linn County		7,500		7,500		7,500		7,500	0
Special Trans. Operating—Benton Co.		4,600		4,600		4,600		4,600	0
Special Trans. Capital									
Foundations/Grants									
United Way									
Donations/Fundraising									
Business Income									
Rider Fares		14,655		19,400		12,000		12,000	0
Investment Income (interest earned)		140		300		100		100	0
Other: Advertising		490		700		0		9,100	+1.00
Other: Pass Programs		25,000		25,000		25,000		25,000	0
Other: Health Insurance Refund								1,600	+1.00
<b>Total Revenues</b>		<b>163,445</b>		<b>199,700</b>		<b>187,598</b>		<b>193,500</b>	

Please provide any information to clarify revenues or explain special conditions, including list and explain differences of 10% or more. Attach additional sheets if necessary.



Expenditures	Actual FY 02-03		Budgeted FY 03-04		Revised Estimate FY 03-04		Proposed FY 04-05		Percentage Change
	Organization Total Actual	Transportation Total Actual	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Compare FY 03-04 to FY 04-05
Other: Administrative Services		7,019		17,300		17,300		20,700	+ .16
Other: Building Maintenance		583		400		500		500	0
Other: Uniforms		331		300		300		300	0
Other: Safety Awards		106		100		100		100	0
Other: Personal Auto Reimbursement		30		100		50		100	-.50
<b>Total Expenditures</b>		<b>163,690</b>		<b>199,700</b>		<b>194,424</b>		<b>199,900</b>	<b>+ .02</b>

\*Complete Personnel Summary Form

Please provide any information to clarify expenditures or explain special conditions, **including list and explain differences of 10% or more. Attach additional sheets if necessary.**

Revenue

Cash Carryover: Anticipate increase in carryover primarily due to maintenance and fuel expenses being lower than budgeted.

Direct from State: Section 5311 grant is increased per ODOT, Public Transit Division.

Local Funding: No additional funds are requested from the Loop partners to balance the budget.

Other: Advertising: Loop will enter into a contract for bus-wrap type advertising.

Other: Health Insurance Refund: The City had been self-insured and was required by law to retain a reserve fund. It's no longer self-insured and the reserve is being returned to the contributing budgets.

Expenditures

Training & Conference: Staff did not attend the annual OTA Conference in 2003-04, but does anticipate attending in October 2004.

Office Materials/Supplies: Anticipate spending less on office materials/supplies.

Printing and Publications: This expense is for route schedules, tickets, and passes; expect to have increased costs from vendor.

Postage and Shipping/Duplication and Fax: Have been mailing out more materials and doing more photocopying.

Radio/Telephone: Radio repair expenses are not expected to increase, but telephone charges are going up per Finance Department records.

Vehicle Maintenance/Repairs: New bus with warranty has decreased expenses.

Capital Purchase (Reserve): In 2003-04, equipment replacement fees were reduced because the 20 percent match had been reached. With the new bus in service, the saving for replacement begins anew.

Administrative Services: This is the central services line which encompasses finance, human resources, city manager's office, and other shared services. Long overdue computer software will be purchased in 2004-05 to upgrade the service resulting in a significant increase to all budgets.

Other: Personal Auto Reimbursement: Generally, staff makes very little use of this line; however, the City budgets in \$100 increments.

### Total Agency Personnel Summary

Positions List each position separately	(A) Wages Last Year	FTE	(B) Wages This Year	FTE	(C) Proposed Wages	FTE	(D) % of Change
1 Transit Coordinator	9,900	.25	22,908	.50	-	-	-1.00
2 Transit Operator 1	29,952	1.0	32,088	1.0	33,924	1.0	+.05
3 Transit Operator 2	13,704	.75	13,488	.50	14,256	.50	+.05
4 Transit Operator 3	3,600	.13	3,852	.12	5,424	.16	+.29
5 Laborer (Bus Washer)	4,596	.16	7,620	.25	-	-	-1.00
6 Transit Systems Program Manager	-	-	-	-	23,832	.50	+1.00
7 Operations Maintenance I	-	-	-	-	7,920	.25	+1.00
8 Transportation Manager	6,816	.10	-	-	-	-	
9							
10							
11							
12							
13							
14							

List and explain differences of 10% or more. Attach additional sheets if necessary.

- 1 & 6. *The Transit Coordinator position has been reclassified as the Transit Systems Program Manager effective July 1, 2004.*
- 5 & 7. *The Laborer (Bus Washer) has been reclassified as an Operations Maintenance I effective July 1, 2004.*
- 4. *Hours of work increased slightly.*