

RESOLUTION NO. 4002

A RESOLUTION ACCEPTING THE 1998-99 BENTON COUNTY SPECIAL TRANSPORTATION PROGRAM GRANT FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.


WHEREAS, Benton County has submitted the 1998-99 annual Special Transportation Fund 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 Fund funding support agreement in the amount of \$4,000 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 1998-99; 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 12TH DAY OF AUGUST 1998.




Mayor
Council President

ATTEST:



City Recorder



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

CONTRACT PERIOD: From July 1, 1998 to June 30, 1999

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, 000.00

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 98-99 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 98-99 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.

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

SB Bryant 8-12-98
Signature Date

Steve Bryant
Type Name

City Manager
Title
City of Albany, designed
operator of the Linn-Benton
Loop Transit System

BENTON COUNTY

James E. Blair 7/15/98
Signature Date

James E. Blair
Type Name

Public Works Director
Title

Approved as to form:
James M. Cronley
County Counsel 6-17-98

Governing Body
Fiscal Year - FY99
July 1, 1998 to June 30, 1999

Part 1 Governing Body Assurances

To the best of my knowledge and based on the information submitted in this application, I, as an authorized representative of City of Albany, make the following assurances to the State of Oregon:

1. The applicant 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 applicant receives Special Transportation Funds.
2. The applicant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability
3. The governing body assures that it and any designated representatives will fully comply with Oregon Revised Statutes, (ORS 391.800-391.830) and the Oregon Administrative Rules (OAR 732-05, 732-10, 732-20) governing the Special Transportation Fund Program.
4. The Governing Body assures that the Advisory Committee has met and acted in accordance with these rules and advised the governing body prior to the submission of the application.
5. The governing body and/or its subcontractor assures that it will maintain and operate any vehicles purchased with Special Transportation Funds in accordance with maintenance and inspection schedules provided by the manufacturer.
6. The governing body and/or its subcontractor assures that it has or it will have, in amounts and form satisfactory to State, 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.
7. The applicant assures that it will comply with all requirements established by the Americans with Disabilities Act of 1990 and FTA CFR 47; Part 37 and 38.

A legally authorized representative of the governing body must review and sign below. This will usually be the county manager, commissioner, judge, administrator, or clerk.

Steve Bryant
Authorized Official

8-12-98
Date

Steve Bryant
Name (Print or Type)

City Manager
Title

City of Albany (designated operator of the Linn-Benton Loop)
Organization

SPECIAL TRANSPORTATION 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

PO Box 490
Mailing Address

Albany OR 97321
City State Zip Code

Edna Campau, Transit Coordinator 917-7606 917-7573
Preparer or Contact Person Telephone No. FAX No.

Type of Service Provided: (Check all that apply)

- Volunteer Driver
- Demand Response
- Voucher Subsidy
- Curb to curb
- Fixed Route
- Door to door
- Taxi
- Door through door
- Other (describe)

Type of Organization:

- Public Agency
- Non-Profit
- Profit

Total amount of Special Transportation Funds requested:

Operating Funds \$ 4,000

Edna Campau 4-10-98
Signature of Authorized Agency Representative Date

Edna Campau, Transit 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 purpose of the Linn-Benton Loop Transit System is to provide public transportation between Linn and Benton Counties. The Loop operates between Albany and Corvallis, with stops at Oregon State University and Linn-Benton Community College. The route travels Highway 20 and Highway 34, where "on-call" passenger pickups can be made. Service is also available to Amtrak as a part of the intermodal system.

Because many social service offices are located in Albany, and many occupational opportunities for citizens with disabilities are located in Corvallis, the Loop provides a vital link for area residents requiring access to these services and opportunities.

Total ridership during FY 96-97 was 45,943. Of these, an estimated 6,891 passenger rides are elderly or disabled. While projections, based on actual passenger count through March 1998, indicate about a 4.5% decrease in total ridership for FY 1997-98, third quarter ridership statistics show an increase of more than 400 rides over the same period last year.

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

Service is limited only by the number of daily runs provided and the hours of service. There are no restrictions to individuals.

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

Clients who are unable to access the fixed route bus are referred to Albany Call-A-Ride and Benton County Dial-A-Ride. Occasional referrals are made to Interfaith Voluntary Caregivers.

Why is the organization requesting Special Transportation Funding?

Special Transportation funding is needed to keep the intercounty transit system operational. The one-way fare of 85-cents is not sufficient to meet operating costs. Operating funds are received from a state operating grant and the following participating agencies: City of Albany, City of Corvallis, Benton County General Fund, and Linn-Benton Community College. Benton County STF support is vital to maintaining the current schedule of eight runs per day.

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

Source	Amount Requested	Results
Linn County STF	\$5,200	Application only; not yet reviewed
Hewlett-Packard	\$11,500	Agreement approved in November; funds not yet received.

How has this proposed budget changed from the current budget?

Linn County STF funding will not change the 1997-98 operating budget, as no funds are anticipated until 1998-99.

Since the Hewlett-Packard agreement was not accepted until November 1997, the revenue was not budgeted for expenditure in FY 1997-98.

How will these changes affect your new budget?

If the Linn County Commissioners approve STF funding for the Loop, a revised budget will be developed. The funds will be allocated to the general operating expenses of the Loop system.

Hewlett-Packard funding is based on an annual agreement. Though H-P revenue in the amount of \$11,700 has been identified in the proposed 1998-99 Loop budget, there is no assurance that the funds will be forthcoming. Therefore, the Linn-Benton Loop Transit Commission has directed that a contingency line be established to reserve the anticipated H-P funds.

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, Transit Coordinator.

Cost Analysis of Current Transportation System

Compute the costs below from information provided elsewhere in this application. It is understood the information is the result of estimates, and will be used only as general indicators of cost effectiveness.

Total # of rides 44,000

Cost per ride \$2.55

(Current total transportation budget expense divided by # of rides)

Unduplicated
Persons Served unknown

Cost per Person unknown

(Current total transportation budget expenses divided by # of unduplicated persons)

Estimate Annual
Miles Driven 59,500

Cost per Mile \$1.89

(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.

Unable to determine "unduplicated persons served" because ridership is fairly large. All results are based on total annual ridership.

Transportation Data of Proposed Transportation system

Estimate total one-way rides to be provided.

Seniors, 60 years of age and older	_____	<u>880</u>
Persons with disabilities	_____	<u>4,840</u>
General Public	_____	<u>38,280</u>
<i>Total</i>	_____	<u>44,000</u>

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

This information is based on daily records and ridership surveys. Because our ridership is relatively large, it is not feasible to attempt to determine the number of unduplicated riders.

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?

Standard fare is 85-cents one-way; children under age 6 ride free. Discount coupon booklets are available at a cost of 20 rides for \$16.00 (80 cents/ride). Student term passes are available for \$50.00 for the school term. These passes are available to non-student riders for \$62.00 for the same period.

The fare is paid by the passenger boarding the bus. Some special service agencies (Vocational Rehabilitation, Commission for the Blind, etc.) will purchase coupons or passes for their clients.

Financial Information - Revenues

List below in the appropriate category revenues received by the organization in total from all operations. If possible, itemize those which are dedicated specifically to passenger transportation or generated by providing passenger transportation services. Please list data for the actual amounts from the last completed fiscal year, and the budgeted current fiscal year, the revised estimate for the current fiscal year, and proposed fiscal year.

Revenue Sources	Actual FY 95-96		Budgeted FY 96-97		Revised Estimate FY 96-97		Proposed FY 97-98	
	Organization Total Actual	Transportation Total Actual	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget
Cash Carryover		27,005		2,500				10,200
Direct from Federal								
Direct from State		32,200		32,200				32,200
County Contracts								
City Contracts								
Mental Health Trans.								
Special Trans. Operating		4,000		4,000				4,000
Special Trans. Capital								
Foundations/Grants								
United Way								
Donations/Fundraising								
Business Income								
Rider Fares		34,675		35,300				30,000
Investment Income								
Other: LOCAL AGENCIES		36,660		37,800				50,100
Other: INTEREST INCOME		651		600				400
Total Revenues		135,191		112,400				126,900

Please provide any information to clarify revenues or explain special conditions below.

In addition to Benton County Special Transportation Formula funds, the Loop is supported by funds from the cities of Albany and Corvallis, Benton County General Fund, Linn-Benton Community College, and a state operating grant, as well as the fares collected. To keep operational, the Loop needs continued financial support from its contributors.

The 1998-99 budget reflects maintaining existing service of 8 runs per day.

Expenditures	Actual FY 96-97		Budgeted FY 97-98		Revised Estimate FY 97-98		Proposed FY 98-99	
	Organization Total Actual	Transportation Total Actual	Organization Total Actual	Transportation Total Actual	Organization Total Actual	Transportation Total Actual	Organization Total Actual	Transportation Total Actual
Utilities								
Capital Purchase								
Equip. Repair/Maint. Services								
Other: EQUIP. REPLACEMENT		1,300		15,300				2,800
Other: CENTRAL SERVICES		13,330		9,600				10,000
Other: CONTRACTUAL SERVICES		794		800				800
Other: UNIFORMS		58						200
Other: MINOR EQUIPMENT								700
Other: SAFETY RECOGNITION		8		100				200
Other: FIXED ASSETS								2,000
Other: CONTINGENCY								10,200
Total Expenditures		131,184		112,400				126,900

*Complete Personnel Summary Form

Please provide any information to clarify expenditures or explain special conditions:

Financial Information—Expenditures

List below in the appropriate category expenditures 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.

Expenditures	Actual FY 96-97		Budgeted FY 97-98		Revised Estimate FY 97-98		Proposed FY 98-99	
	Organization Total Actual	Transportation Total Actual	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget
Salaries other than Drivers*		10,967		15,950				9,540
Benefits other than Drivers*		3,747		5,950				3,940
Drivers Salaries*		43,868		36,550				41,660
Drivers Benefits		14,986		14,450				15,760
Other Payroll Costs				1,600				300
Volunteer Expenses								
Training/Conference		231		300				300
Professional Fees								
Office Materials/Supplies		366		400				300
Printing and Publications		2,974		3,200				3,200
Postage and Shipping		52		100				100
Radio/Telephone		568		600				600
Advertising/Promotion		365		500				300
Organizational Ducs/Fees								
Building Rental/Lease				1,600				2,000
Insurance - Property/Liability								
Insurance - Vehicle		1,083		1,300				1,100
Accident Claims/Reserve								
Vehicle Maintenance/Repairs		23,788		8,000				11,900
Fuel/Oil		10,627		9,500				9,000

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. Transportation Mgr.	4,543.00	.15	4,749.00	.10	4,887.00	.10	+3%
2. Transit Coordinator	7,814.00	.25	9,081.00	.25	8,567.00	.25	-6%
3. Transit Operator	33,656.00	1.0	31,311.00	1.0	26,100.00	1.0	-17%
4. Transit Operator	7,394.00	.27	6,587.00	.27	6,100.00	.27	-7%
5. Laborer	2,594.00	.10	2,394.00	.10	2,480.00	.10	+3.5%

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

3. Senior Transit Operator quit; replacement driver is at a lower pay step.