

RESOLUTION NO. 4146

A RESOLUTION ACCEPTING THE 1999-2000 LINN COUNTY SPECIAL TRANSPORTATION FORMULA PROGRAM CONTRACT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM AND ALBANY CALL-A-RIDE FUNDING.

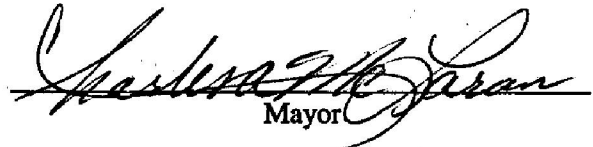
WHEREAS, the City of Albany has submitted a 1999-2000 Special Transportation Formula (STF) funding support application to Linn County for the Linn-Benton Loop Transit System and Albany Call-A-Ride; and

WHEREAS, the City of Albany is the service provider for the Linn-Benton Loop Transit System and Albany Call-A-Ride.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Linn County STF contract in the amount of \$5,200 for operating expenses for the Linn-Benton Loop Transit System and \$15,000 for Albany Call-A-Ride for fiscal year 1999-2000; 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 agreements and conditions for their acceptance.

DATED THIS 14TH DAY OF JULY 1999.


Mayor

ATTEST:



City Recorder - Clerk



CERTIFICATE OF COVERAGE

Covered Entity: City of Albany
Agent: DIRECT

1212 Court Street NE; Salem, OR 97301; (503) 585-1121

This is to certify that coverage is provided to the designated entity as noted below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the terms, exclusions and conditions of such coverage are not amended by this certificate.

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF LIABILITY
Comprehensive Liability (Including Owned and Nonowned Auto)	July 1, 1999	June 30, 2000	\$2,000,000 Combined Single Limit
Auto Physical Damage Deductible: Collision \$500 Comprehensive \$100	July 1, 1999	June 30, 2000	
Property Deductible: Property \$1000 Mobile Equipment \$1000 Crime Earthquake & Flood Deductible: 2% of combined value of units damaged; \$5,000 minimum; \$50,000 maximum Hired, rented or borrowed equipment	July 1, 1999	June 30, 2000	Per Filed Values \$50,000 \$10,000,000 \$100,000
Workers' Compensation	July 1, 1999	June 30, 2000	Statutory
Employer's Liability	July 1, 1999	June 30, 2000	\$3,000,000
Certificate Holder	Should any of the above described coverage be canceled before the expiration date thereof, City/County Insurance Services will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to provide such notice shall impose no obligation or liability of any kind upon CIS, its agents, or representatives.		
	Signature	Issue Date	
	<i>Bonnie O'Gallagher</i>		

Subject: Linn County, its officers, agents, and employees are added as additional insured as respects to operations performed for Linn County.

CONTRACT FOR PERSONAL SERVICES
(Order #99-257)

THIS AGREEMENT is made and entered into this 14, day of July, 1999, by and between the following parties:

LINN COUNTY, a political subdivision of the State of Oregon, (County), of P.O. Box 100, Albany, Oregon, 97321, State Accident Insurance Fund Policy #28337100, represented by Ralph W. Wyatt, Administrative Officer, and Linn Benton Loop Transit System operated by the City of Albany, of PO Box 490; Albany, OR 97321, a municipality, (Contractor), whose Federal Employer Identification # is 93-6002114, agree as follows:

PROGRAM ABSTRACT: Funding for Linn Benton Loop Transit System, provide transportation to seniors and persons with disabilities.

TOTAL CONTRACT SUM: \$5,200

The County requires the services described herein and desires that Contractor provide them. Contractor shall perform all necessary work in order to accomplish the services specified in consideration of the mutual agreements hereinafter set forth. IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective on July 1, 1999, and shall terminate on June 30, 2000, except as provided by section 8. However, this contract will be considered null and void if not signed and returned by Contractor to the County on or before August 1, 1999. The term of this agreement may be extended or renewed if it is mutually agreeable to do so. Such extension or renewal shall be in writing.
2. **Compensation:** For all services rendered by Contractor under this agreement, County shall pay Contractor \$1,300 per quarter, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the County may require.
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. Provide transportation to elderly and disabled citizens in the Linn County area as outlined in Exhibit A: STF Application
 - b. Services shall commence on July 1, 1999, and shall be completed by June 30, 2000, unless this completion date is hereafter modified in writing.
4. **Declaration of the nature of the contractual relationship:**
 - a. Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or 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, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
5. **Workers compensation provisions:**
 - a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Worker's Compensation insurance. Contractor represents to the County

that it presently maintains coverage sufficient to meet the requirements of Oregon law by: City County Insurance Services Policy No. City of Albany .

- b. The parties hereto specifically agree that this Contract and Declaration will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Worker's Compensation benefits for Contractor or Contractor's employees.
 - c. Contractor knowingly waives any rights, as against Linn County, under the Worker's Compensation Law.
 - d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - e. Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect worker's compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.
- 6. Other insurance provisions:**
- a. **Indemnification.** It is agreed that County has no obligation to defend, hold harmless or indemnify, or provide any insurance coverages for or on behalf of Contractor.
 - b. **General Liability.**
 - i. To the extent coverage is not provided by the County in Subsection (6)(a), Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, such requirements include the following limits:
 - (1) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
 - (2) \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000; and
 - (3) \$500,000 for any number of claims arising out of a single accident or occurrence.
 - ii. Contractor shall name County, and its officers, employees, and agents as additional insureds on any activities being performed under the contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to County prior to commencement of the services.
 - iii. Contractor has obtained insurance required by Subsection (6) (b)(i) by Policy City of Albany, written by City County Insurance Services.
 - c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability required by law.
 - d. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify County orally and in writing within three (3) days.
- 7. Other contractor duties:** Contractor further agrees to:

- a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes ("Public Contracts and Purchasing") which are incorporated by this reference in this Contract: ORS 279.312 to 279.320; 279.334 to 279.338, and 279.445(4) and (5); and, if this contract is for a public works project and payment pursuant to this Contract exceeds \$25,000, the provisions of ORS 279.348 to 279.365.
 - b. Not delegate the responsibility for providing services hereunder to any other individual or agency, except as provided for above, in "Contractor's Services," and to provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
- 8. Termination; for cause, non-funding, convenience:**
- a. **For Convenience.** Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the other party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination
 - b. **For Cause.** In addition to its rights under subsection 8 (a) above, it is further agreed that the County may immediately terminate this agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
 - i. Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
 - ii. Loss of available funding.
9. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
11. **Entire agreement:** This agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
12. **Governing law.** This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this agreement shall be brought in and conducted solely and exclusively within the circuit court of Linn County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District court for the State of Oregon.
13. **Notices.** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the give of deposit in the United States mail. The addresses to which notices or other communications

shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

14. **Other conditions:** None.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CONTRACTOR



Steve Bryant, City Manager

7-14-99

Date

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY



David R. Schmidt, Chairman



Catherine Skiers, Commissioner




John K. Lindsey, Commissioner

APPROVED AS TO CONTRACT TERMS:



Stella Transue, STF Staff

APPROVED AS TO FORM:



Thomas N. Corr
Linn County Legal Counsel

COPY

Linn County STF Application FY 1999-2000

Exhibit A
Page 1

**LINN COUNTY
APPLICATION FOR SPECIAL TRANSPORTATION FORMULA PROGRAM
COVER PAGE**

AGENCY: Linn-Benton Loop Transit System
City of Albany, Operator

PROJECT PERIOD: July 1, 1999-June 30, 2000

ADDRESS: PO Box 490
Albany, OR 97321

TYPE OF PROPOSAL:

New
Supplement
Continuation

TELEPHONE: 917-7606

TYPE OF ORGANIZATION:

Public
Non-Profit
Profit
Minority

NAME AND TITLE OF PREPARER: Edna Campau, Transit Coordinator

TOTAL STFP OPERATING FUNDS REQUESTED \$ 5,200


SIGNATURE OF AUTHORIZED OFFICIAL

4/14/99'
DATE

NAME: Floyd W. Collins
TITLE: Public Works Director

TECHNICAL APPLICATION

A. Type of Transportation Service Proposed:

- Fixed Route
- Door-to-Door
- Taxi
- Volunteer Driver
- Other

B. Describe Service area (boundaries). Attach either copies of printed schedule or description of passengers, routes, and schedules and any marketing materials, if you do not have printed schedules.

The Linn-Benton Loop serves the cities of Albany and Corvallis, including Linn-Benton Community College and Oregon State University, and the Highway 20 and 34 corridors between the two cities.

C. Population of area to be served:

Source of population estimate:

D. Describe in detail the service and how it will meet the transportation needs of the elderly and/or disabled including vehicles used, days of operations, hours of operation, and estimated mileage for service period.

The Linn-Benton Loop Transit System operates a 40-foot, 48-passenger Gillig Phantom which is wheelchair lift equipped. The backup bus is a an older model Gillig which is similarly equipped. The Loop operates ten runs daily between Albany and Corvallis from 6:30 a.m. until 6:30 p.m., Monday through Friday. Five of the runs are "express loops" between OSU, downtown Corvallis, and LBCC. Not all express loops travel to downtown Albany. Connections to other Albany locations are made by using the Albany Transit System (ATS) buses. The Loop has five daily stops at the Amtrak station in Albany.

The Loop serves the cities of Albany and Corvallis, areas in Benton and Linn counties between the two cities, OSU, and LBCC traveling via highways 20 and 34. It carries elderly and handicapped individuals from the Albany area to Corvallis to connect with the Corvallis Transit System which can take passengers virtually anywhere in Corvallis, including stops at Good Samaritan Hospital, the Corvallis Clinic, and the Open Door Center. The Loop also transports elderly and handicapped individuals from Corvallis to Albany to connect with the Albany Transit System so that riders are able to access the social service agencies, such as the Social Security Office, Disability Services, Department of Human Resources, etc., located in Albany.

The Loop has connection points with the Linn Shuttle. This connectivity enables passengers to travel from Sweet Home to Corvallis and back. In the Linn County Transportation Plan, the Loop is identified as an intercounty service provider.

Current yearly mileage is estimated at 71,700.

E. Service Coordination:

Describe plans to coordinate with existing transportation services. Explain and identify why existing resources/services do not fulfill the need indicated in the application.

The Linn-Benton Loop coordinates service with the Albany and Corvallis Transit Systems and the Linn Shuttle. It provides a vital transportation link between Albany and Corvallis and the towns and cities of eastern Linn County, as well as serving those Linn County residents along the Highway 34 corridor. Connections also are made five times a day with the Amtrak trains.

The system operates under an intergovernmental agreement and is supported financially by the cities of Albany and Corvallis, Benton County (general fund and STFP funds), Linn-Benton Community College, and a Section 5311 grant, in addition to the bus fares collected. In 1997, Hewlett-Packard Company entered into an agreement with the Loop to provide annual funding in exchange for "no fare" rides for Hewlett-Packard employees and contractors.

Each year the operational costs of the system increase as do the requests for increased service frequency. To keep operational, the Loop needs the continued financial support from its contributors. A March 1998 survey shows that the Loop provides an average of 33 rides daily (over 8,500 rides annually) to elderly passengers and those with disabilities. In the case of many of our developmentally disabled passengers, it is the Loop transportation to sheltered workshops in Benton County that allows them to earn a living and continue as productive members of society.

F. Persons To Be Served:

Estimate the number of unduplicated persons to be served between July 1, 1999, and June 30, 2000. Persons should be counted in only one category. If a rider is elderly, count only in elderly category even if the rider is also physically and/or mentally disabled. If the rider is not elderly, count the rider in one of the remaining categories.

	Total Persons Unduplicated
1. Elderly	<u>1,950</u>
2. Under 60, Mentally Disabled	<u> </u>
3. Under 60, Physically Disabled	<u> </u>
4. Under 60, Mentally and/or Physically Disabled	<u>6,600</u>
5. Other (Non-STFP Eligible)	<u>36,450</u>
TOTAL	<u>45,000</u>

What is the basis for this estimate? **"Best-guess" survey of riders.**

The ridership base of the Linn-Benton Loop is sufficiently large that this type of personal statistical information is not generated.

Do you provide services other than transportation? No If "yes", will you provide transportation services to persons who do not participate in your other programs? If "yes", what percent of your riders will only use your transportation services? %

G. Units of Service:

Identify the estimated number of services units (one way rides) to be provided between July 1, 1999 and June 30, 2000.

	Total Units	Avg Units Per Week
1. Elderly	<u>1,950</u>	<u>38</u>
2. Under 60, Mentally Disabled	<u> </u>	<u>-</u>
3. Under 60, Physically Disabled	<u> </u>	<u>-</u>
4. Under 60, Mentally OR Physically Disabled	<u>6,600</u>	<u>127</u>
5. Other (Non-STFP Eligible)	<u>36,450</u>	<u>700</u>
TOTAL	45,000	

What is the basis for this estimate?

During a two week period, transit drivers observe their passengers and tally their "best guess" if a passenger is over age 60 or if a passenger has mental or physical disabilities. Please note that our estimate of 6,600 disabled rides includes individuals who are either mentally or physically disabled, or both. Our ridership surveys do not separate mentally and physically disabled individuals.

**Hours of Operation 07/01/98-06/30/99: 2,550
Vehicle Miles: 66,625**

H. Fare Structure

Regular Fare	\$ <u>.85</u>	Disabled Person Fare	\$ <u>.85</u>
Senior Fare	\$ <u>.85</u>	Donation Requested	\$ <u>fare only</u>
Monthly Pass	\$ <u>Not Available</u>	Term Pass (student)	\$ <u>50.00</u>
_____ No Fare Charged		Term Pass (all others)	\$ <u>62.00</u>
Coupon Books (20 rides)	\$ <u>16.00</u>		

I. Eligibility Determination:

Describe the process for determining eligibility of riders.

The Loop is available for use of the general public. There are no eligibility requirements.

Under what conditions will persons who are not eligible for STFP funded services be permitted to ride.

- Same as STFP funded riders
- On space available basis
- Not permitted to ride
- Other (Explain below)

BUDGET APPLICATION

1. REVENUES

A. Cash Resources: Identify revenue sources for the entire agency and the amount for the total transportation program between July 1, 1999, and June 30, 2000.

	Agency	Trans Prog
Special Transportation Funds (Linn County)	\$ 5,200	
United Way	0	
Federal Funds	0	
Other State Funds (Section 5311)	64,000	
Local Government Funds*	38,900	
Ridership Fees	30,000	
Advertising	500	
Interest	200	
Other: Beginning Balance	9,200	
Hewlett-Packard Co.	11,900	
Benton County STF	<u>4,000</u>	
Total Cash Resources	\$163,900	

B. In-Kind Resources: Identify the in-kind resources and indicate the value (for example volunteer drivers, dispatchers at \$5.00/hour).

	Number of Hours	\$ Amount
N/A		
Total In-Kind Value		\$ 0

***Local Government Funds Include:**

	<u>Operational</u>
Benton County	\$ 3,200
City of Albany	11,900
City of Corvallis	11,900
LBCC	<u>11,900</u>
Total	\$38,900

2. EXPENDITURES

- A. Line Item Expenses (Cash): Prepare a detailed line item expense budget for July 1, 1999, through June 30, 2000, that includes the categories indicated below. Do NOT include in-kind expenses or capital purchases.

<u>Administrative Costs</u>	<u>Total Trans Costs</u>	<u>STFP Costs</u>
Administrative Salaries & Wages	\$ 17,500	
Administrative Fringe	6,125	
SUBTOTAL Administrative Personnel	\$ 23,625	
Administrative Line Items:		
Printing and Binding	\$ 6,000	
Advertising and Publications	1,000	
Materials and Supplies/Uniforms	1,148	
Safety Recognition/Medical Insurance Charge	200	
Data Processing/Postage/Duplication/Fax	1,700	
Meetings and Conferences/Training/Dues	500	
Contractual Services	800	
General Administration/Accounting Services	8,900	
Space Rental	1,900	
Telephone	400	
Personal Auto Reimbursement	100	
Contingency	14,200	
1% Fee for STFP Administrative Costs (See page 2, of the instructions, III, B Budget Information for explanation.) of the instructions for explanation)	52	
SUBTOTAL Administrative Line Items	\$ 36,900	
TOTAL ADMINISTRATIVE PERSONNEL & LINE ITEMS	\$ 60,525	

<u>Direct Service Costs</u>	<u>Trans Program</u>	<u>STFP Only</u>
Direct Service Salaries & Wages	\$ 48,800	\$ 5,200
Direct Service Fringe (Attach staff roster with annual cost breakdown)	19,875	
SUBTOTAL Direct Service Personnel	\$ 68,675	\$ 5,200
Direct Services Line Items:		
Unemployment Claims	\$ 600	
Fuel and Oil	9,000	
Maintenance and Tires	14,000	
Communications Equipment	400	
Insurance	1,000	
Building Maintenance	500	
Minor Equipment	400	
Equipment Replacement	8,800	
SUBTOTAL Direct Services Line Items	\$ 34,700	
TOTAL Direct Service Personnel and Line Items	\$103,375	\$ 5,200
GRAND TOTAL Admin. & Direct Service Expenditures	\$163,900	\$ 5,200

NOTE: STF monies may not be used to replace present funds for transportation. They may only be used to increase resources available for transporting elderly and disabled persons.

B. Cost Analysis

	<u>Trans Program</u>
TOTAL # of Service Units (from page 4)	45,000
Cost per Unit of Service (Grand Total Transportation costs divided by number of service units)*	\$ 3.64
Total Unduplicated persons served (from page 4)	N/A
Cost per Person	N/A
Estimated Yearly Miles Driven (from page 2)	71,700
Cost per Mile	\$ 2.29

D. Budget Justification

1. **Revenue Narrative:** Provide a narrative description of total transportation revenues. Provide clarification and explanation of any changes from FY 1999 budget to FY 2000 budget.

Intergovernmental contributors are requested to increase their financial support by 3 percent in FY 1999-2000. Contributors that support the Loop are the cities of Albany and Corvallis, LBCC, and Benton County. Section 5311 funding increased from \$32,200 to \$64,000 in FY 1998-1999. This allowed the Loop to reinstate two service runs that had been dropped in 1991 and to adequately fund for equipment replacement.

2. **Expenditure Narrative:** Provide a narrative description of the expenditures outlined in the line item budget. Provide clarification and explanation of any changes from FY 1999 budget to FY 2000 budget.

With the increased Section 5311 funding, the Loop is able to forgo much of the subsidy previously provided by Albany Transit System and more realistically fund its share of building maintenance and other shared expenses including administrative staff time and central services provided by the City of Albany.

MANAGEMENT APPLICATION

1. **ORGANIZATIONAL:**

A. Provide the following information about the organization.

1. Number of years in operation;
2. Years of experience providing transportation planning; and
3. Describe experience providing services to elderly and/or disabled persons.

1. 20

2. 20

3. **The City of Albany provides excellent staff to offer transportation services. The drivers have many years of experience. All personnel have been trained and attended classes in passenger assistance techniques, first aid, CPR, wheelchair lift procedures, and disability programs. Safety topics are a part of each quarterly Drivers Meeting.**

B. Submit an organization chart(s) describing the decision making process (include advisory and governing bodies) and the flow of responsibility from administration through levels of management to the delivery of services.

Attached.

2. **LEGAL:** (Submit only one copy of items A-D listed below attached to original proposal. Do not include with 11 extra copies.)

A. Non-profit and for-profit corporations must submit: (1) a copy of their corporate certificate or articles of incorporation, and (2) State of Oregon and IRS Tax number and status.

**Corporate Certificate attached.
Federal Tax ID No. 93-6002114**

B. Submit evidence of workers compensation coverage and unemployment insurance for employees.

Attached.

- C. Submit "Certificate of Insurance" which lists the certificate holder as Linn County, c/o Oregon Cascades West Council of Governments, PO Box 1836, Albany, OR 97321. A certificate must be submitted for both liability and comprehensive insurance coverage for vehicles owned by the applicant's organization. Identify the amount of insurance.

NOTE: New applicants may submit a signed statement that they agree to, and will have in place at the time of service commencement, the appropriate coverage.

A Certificate of Insurance listing Linn County as an additional insured shall be submitted if or when the City of Albany/Linn-Benton Loop is granted STF funding.

- D. Submit a copy of the organization's most recent annual audit or financial review.

Attached.

CONTRACT FOR PERSONAL SERVICES

(Order #99-256)

THIS AGREEMENT is made and entered into this 14, day of July, 1999, by and between the following parties:

LINN COUNTY, a political subdivision of the State of Oregon, (County), of P.O. Box 100, Albany, Oregon, 97321, State Accident Insurance Fund Policy #28337100, represented by Ralph W. Wyatt, Administrative Officer, and Albany Paratransit/Call-A-Ride, of 489 Water St. NW, Albany, OR 97331, a municipality, (Contractor), whose Federal Employer Identification # is 93-6002114, agree as follows:

PROGRAM ABSTRACT: Funding for the Albany Call-A-Ride program, provide transportation to seniors and persons with disabilities.

TOTAL CONTRACT SUM: \$15,000

The County requires the services described herein and desires that Contractor provide them. Contractor shall perform all necessary work in order to accomplish the services specified in consideration of the mutual agreements hereinafter set forth. IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective on July 1, 1999, and shall terminate on June 30, 2000, except as provided by section 8. However, this contract will be considered null and void if not signed and returned by Contractor to the County on or before August 1, 1999. The term of this agreement may be extended or renewed if it is mutually agreeable to do so. Such extension or renewal shall be in writing.
2. **Compensation:** For all services rendered by Contractor under this agreement, County shall pay Contractor \$3,750 per quarter, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the County may require.
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. Provide transportation to elderly and disabled citizens in the Linn County area as outlined in Exhibit "A": STF Application
 - b. Services shall commence on July 1, 1999, and shall be completed by June 30, 2000, unless this completion date is hereafter modified in writing.
4. **Declaration of the nature of the contractual relationship:**
 - a. Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or 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, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
5. **Workers compensation provisions:**
 - a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Worker's Compensation insurance. Contractor represents to the County

that it presently maintains coverage sufficient to meet the requirements of Oregon law by: City County Insurance Services Policy No. City of Albany.

- b. The parties hereto specifically agree that this Contract and Declaration will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Worker's Compensation benefits for Contractor or Contractor's employees.
 - c. Contractor knowingly waives any rights, as against Linn County, under the Worker's Compensation Law.
 - d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - e. Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect worker's compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.
- 6. Other insurance provisions:**
- a. **Indemnification.** It is agreed that County has no obligation to defend, hold harmless or indemnify, or provide any insurance coverages for or on behalf of Contractor.
 - b. **General Liability.**
 - i. To the extent coverage is not provided by the County in Subsection (6)(a), Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, such requirements include the following limits:
 - (1) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
 - (2) \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000; and
 - (3) \$500,000 for any number of claims arising out of a single accident or occurrence.
 - ii. Contractor shall name County, and its officers, employees, and agents as additional insureds on any activities being performed under the contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to County prior to commencement of the services.
 - iii. Contractor has obtained insurance required by Subsection (6) (b)(i) by Policy 97LALB, written by City County Insurance Services.
 - c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability required by law.
 - d. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify County orally and in writing within three (3) days.
- 7. Other contractor duties:** Contractor further agrees to:

- a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes ("Public Contracts and Purchasing") which are incorporated by this reference in this Contract: ORS 279.312 to 279.320; 279.334 to 279.338, and 279.445(4) and (5); and, if this contract is for a public works project and payment pursuant to this Contract exceeds \$25,000, the provisions of ORS 279.348 to 279.365.
 - b. Not delegate the responsibility for providing services hereunder to any other individual or agency, except as provided for above, in "Contractor's Services," and to provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
- 8. Termination; for cause, non-funding, convenience:**
- a. **For Convenience.** Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 60 days before the intended termination date to the other party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination
 - b. **For Cause.** In addition to its rights under subsection 8 (a) above, it is further agreed that the County may immediately terminate this agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
 - i. Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
 - ii. Loss of available funding.
- 9. Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 10. Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- 11. Entire agreement:** This agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 12. Governing law.** This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this agreement shall be brought in and conducted solely and exclusively within the circuit court of Linn County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District court for the State of Oregon.
- 13. Notices.** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the give of deposit in the United States mail. The addresses to which notices or other communications

shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

14. **Other conditions:** None.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CONTRACTOR

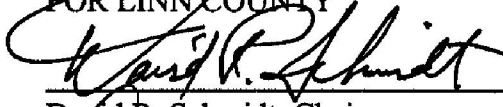


Steve Bryant, City Manager

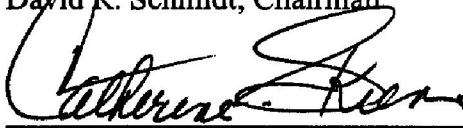
7-14-99

Date

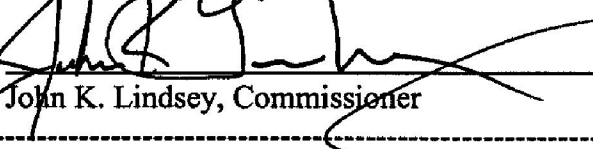
BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY



David R. Schmidt, Chairman



Catherine Skiens, Commissioner



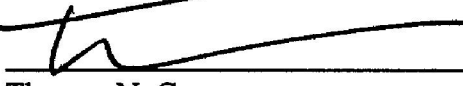
John K. Lindsey, Commissioner

APPROVED AS TO CONTRACT TERMS:



Stella Transue, STF Staff

APPROVED AS TO FORM:



Thomas N. Corr
Linn County Legal Counsel

**LINN COUNTY
APPLICATION FOR SPECIAL TRANSPORTATION FORMULA PROGRAM
COVER PAGE**

AGENCY: Albany Paratransit/Call-A-Ride PROJECT PERIOD: July 1, 1999-June 30, 2000
ADDRESS: 489 Water St. NW TYPE OF PROPOSAL:
Albany, OR 97321 New
Continuation
TELEPHONE: 917-7760 TYPE OF ORGANIZATION:
Public
Non-Profit
Profit

NAME AND TITLE OF PREPARER: Ted E. Frazier, Paratransit/Call-A-Ride Coordinator

TOTAL STFP OPERATING FUNDS REQUESTED \$ 15,000

Katherine Nooshazar 4/19/99
SIGNATURE OF AUTHORIZED OFFICIAL DATE

NAME: Katherine P. Nooshazar
TITLE: Senior and Recreation Programs Supervisor

TECHNICAL APPLICATION

A. Type of Transportation Service Proposed:

Fixed Route	<input type="checkbox"/>
Door-to-Door	<input checked="" type="checkbox"/>
Taxi	<input type="checkbox"/>
Volunteer Driver	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

B. Describe Service Area: Within three-quarters of a mile outside the City of Albany city limits

C. Population: 39,800
Source of Population: City of Albany Demographic Data

D. Describe in detail the service and how it will meet the transportation needs of the elderly and/or handicapped including vehicles used, days of operations, hours of operations, and estimated mileage for service period.

The Albany Paratransit/Call-A-Ride System operates Monday through Friday, 7 a.m. to 6 p.m.

The System operates within three-quarters of a mile outside the Albany city limits. Albany Paratransit/Call-A-Ride provides transportation for all elderly and ADA-eligible passengers to essential services, jobs, doctors, therapy, social service agencies, grocery stores, etc. Individuals must be able to board the Paratransit/Call-A-Ride van or sedan with limited assistance from the driver. Clients may require mobility aids or personal attendants. Because of the social service offices located in Albany, there is a large population of frail and elderly individuals as well as individuals with disabilities who use the Paratransit/Call-A-Ride Service. Transportation is available through Paratransit/Call-A-Ride for some evening and weekend activities such as concerts in the park, public hearings, city council meetings, etc. The number of rides provided has increased significantly during the past year. Albany Paratransit/Call-A-Ride also provides transportation to the Senior Services elderly nutrition site presently located at the Albany Senior Center. This service is provided Monday through Friday, between the hours of 10:00 a.m. and 1:30 p.m. The number of nutrition site riders has almost doubled in the past year.

The Albany Paratransit/Call-A-Ride System works with the Senior Services and Disability Services Divisions of the CWCOG to provide transportation for Medicaid, non-medical services and OMAP eligible riders.

The Albany Paratransit/Call-A-Ride service uses a corps of volunteers, along with limited staff to provide transportation services. Volunteers serve as drivers utilizing City of Albany sedans and vans in order to provide door-to-door service to clients. Volunteers staff 2 shifts per day. Additionally, volunteers work as dispatchers scheduling rides, determining special service needs, dispatching vehicles, and act as customer service representatives with riders. One part-time staff person coordinates volunteers, schedules vehicle maintenance and repairs, administers budget, completes appropriate paper work, etc. A second staff person provides early morning transportation and special needs transportation for particularly frail clients.

Total Paratransit mileage is estimated at 48,000 per year.

E. Service Coordination

Describe plans to coordinate with existing transportation services. Explain and identify why existing resources/services do not fulfill the need indicated in the application.

In cooperation with the Albany Transit System, Paratransit/Call-A-Ride coordinates with Linn-Benton Loop, Corvallis Transit System, Benton County Dial-A-Ride, CWCOG Senior and Disability Services, and the Linn County Shuttle. Additionally, the Paratransit/Call-A-Ride System provides transportation for Medicaid, non-medical transport eligible clients and OMAP clients. The Paratransit/Call-A-Ride System also makes referrals to DHR's Volunteer Service and the Interfaith Caregiver's program as appropriate. The Paratransit/Call-A-Ride System is the designated provider under ADA guidelines for individuals unable to utilize conventional public transportation services.

We are asking for \$15,000 in STFP funds in order to provide Nutrition Site and Paratransit/Call-A-Ride transportation services. Nutrition program ridership as well as general transportation requests continue to increase significantly. STFP funds will make a notable difference in our ability to provide these services. Lack of funds for the Albany Paratransit/Call-A-Ride Service will significantly impact the not only the Paratransit/Call-A-Ride service, but also the ATS system and the Linn County Shuttle. ATS cannot operate legally without a Paratransit service. Without the Paratransit/Call-A-Ride service, the Linn County Shuttle will provide East Linn County residents transportation to Albany in order to visit the Social Security office, Senior and Disabled Services, etc. Upon their arrival in Albany, individuals with disabilities will not be able to receive transport to the needed offices.

ATS is mandated by the Americans with Disabilities Act (ADA) to provide paratransit service to three-quarters of a mile beyond the existing fixed route. It is mandated to provide transportation to individuals who have disabilities that make them unable to use conventional modes of transportation such as buses, etc. Paratransit/Call-A-Ride provides this service in an efficient manner that maximizes client independence.

Paratransit/Call-A-Ride now provides transportation to all eligible persons requesting service. To meet the ADA regulations, Paratransit/Call-A-Ride has expanded services over the past five years, and has met the milestones as outlined in the City's paratransit plan. To do this, the paratransit system employs a half-time coordinator/dispatcher and one full-time driver to meet ridership demand for service.

F. Persons To Be Served:

Estimate the number of unduplicated persons to be served between July 1, 1999, and June 30, 2000. Persons should be counted in only one category. If a rider is elderly, count only in elderly category even if the rider is also physically and/or mentally handicapped. If the rider is not elderly, count the rider in one of the remaining categories.

	Total Persons Unduplicated
1. Elderly	450
2. Under 60, Mentally Handicapped	42
3. Under 60, Physically Handicapped	89
4. Other (Non-STFP Eligible)	5
TOTAL	586

What is the basis for this estimate?

Based on current average ridership figures.

Do you provide services other than transportation? No If "yes", will you provide transportation services to persons who do not participate in your other programs? NA If "yes", what percent of your riders will only use your transportation services? NA %

G. Units of Service

Identify the estimated number of services units (one way rides) to be provided between July 1, 1999, and June 30, 2000.

	Total Units	Avg Units Per Week
1. Elderly	11,200	215
2. Under 60, Mentally Handicapped	2,700	52
3. Under 60, Physically Handicapped	620	12
4. Other (Non-STFP Eligible)	45	.85
TOTAL	<u>14,565</u>	<u>279.85</u>

What is the basis for this estimate?

Based on current average ridership figures.

Estimated vehicle hours operated between July 1, 1999 and June 30, 2000: 4200 hours
Estimated vehicle miles between July 1, 1999 and June 30, 2000: 48,000 miles

H. **Fare Structure:**
Regular Fare \$
Senior Fare \$
Monthly Pass \$
No Fare Charged:

Disabled Person Fare \$
Donation Requested \$1.00 per ride

I. **Eligibility Determination:**

Describe the process for determining eligibility of riders.

All persons who meet the eligibility requirements of the Americans with Disability Act (ADA) are permitted to ride. Additionally, all elderly individuals who have difficulty using conventional transportation services are eligible to ride. All clients referred by the Nutrition Site Manager are eligible to ride. All Medicaid clients needing non-medical transportation are eligible to ride. All individuals meeting OMAP guidelines are eligible to ride. A copy of the Albany Paratransit/Call-A-Ride System Rider's Manual and eligibility application is attached.

Under what conditions will persons who are not eligible for STFP funded services be permitted to ride?

- Same as STFP funded riders
- On space available basis
- Not permitted to ride
- Other Except... (see below)

When an ADA-eligible rider requires a personal attendant, that personal attendant will be viewed as a mobility aid and permitted to ride free of charge.

BUDGET APPLICATION

I. REVENUES

A. Cash Resources: Identify revenue sources for the entire agency and the amount for the total transportation program between July 1999 and June 30, 2000.

	Agency	Trans Prog
Special Transportation Formula Program Funds		\$ 15,000
United Way		0
Federal Funds(Title XIX Non-medical)		16,250
Other State Funds		0
Local Government Funds		31,100
Ridership Fees		9,500
Other (list)		
Interest		100
Beginning Balance		1,000
Total Cash Resources		\$72,950

B. In-Kind Resources: Identify the in-kind resources and indicate the value (for example; volunteer drivers, dispatchers at \$6.50/hour).

	Number of Hours	\$ Amount
Paratransit/Call-A-Ride Volunteer Driver/Dispatcher	4,500	29,250
Administrative Salaries		10,000
Workman's Comp		96,000
Basic Telephone, Data Processing, Space Rental, Materials & Supplies		15,000
Total In-Kind Value		\$150,250

2. EXPENDITURES

A. **Line Item Expenses (Cash):** Prepare a detailed line item expense budget for July 1, 1999, through June 30, 2000 that includes the categories indicated below. Do NOT include in-kind expenses or capital purchases.

<u>Administrative Costs</u>	<u>Total Trans Costs</u>	<u>STFP Costs</u>
Administrative Salaries & Wages	\$ 0	0
Administrative Fringe	\$ 0	0
SUBTOTAL Administrative Personnel	\$ 0	0
Administrative Line Items:		
Printing/Binding	\$ 400	0
Advertising/Postage	\$ 400	0
Contractual Services	\$ 300	0
Flex Spending Admin Fees	\$ 100	0
Telephone	\$ 100	0
Training	\$ 400	0
Conferences	\$ 400	0
Equipment Replacement	\$7,200	0
1% Fee for STFP Administrative Costs (see page 2 of the instructions for explanation)	\$ 150	0
SUBTOTAL Administrative Line Items	\$9,450	0
TOTAL ADMINISTRATIVE PERSONNEL & LINE ITEMS	\$9,450	0

ALBANY PARATRANSIT/CALL-A-RIDE SYSTEM STF APPLICATION 1999-00

<u>Direct Service Costs</u>	<u>Trans Program</u>	<u>STFP Only</u>
Direct Service Salaries & Wages	\$33,000	\$ 9,000
Direct Service Fringe (Attach staff roster with annual cost breakdown)	\$19,000	0
SUBTOTAL Direct Service Personnel	\$52,000	\$ 9,000
Direct Services Line Items:		
Fuel & Oil	\$ 3,500	\$ 2,500
Vehicle Maintenance & Tires	\$ 7,500	\$ 3,500
Communications Equip Maintenance	\$ 200	0
Materials & Supplies	\$ 300	0
SUBTOTAL Direct Services Line Items	\$ 11,500	\$ 6,000
TOTAL DIRECT SERVICE PERSONNEL & LINE ITEMS	\$63,500	\$15,000
GRAND TOTAL ADMINISTRATIVE & DIRECT SERVICE EXPENDITURES	\$72,900	\$15,000

NOTE: STF moneys may not be used to replace present funds for transportation. They may be used to increase resources available for transporting elderly and disabled persons.

B. Cost Analysis

	<u>Trans Program</u>
TOTAL # of Rides (from page 4)	14,565
Cost per Unit of Service (Grand Total Transportation costs divided by number of service units)	\$ 5.00
Total Unduplicated persons served (from page 4)	586
Cost per Person	\$124.49
Estimated Yearly Miles Driven (from page 2)	48,000
Cost per Mile	\$ 1.52

C. Budget Justification

1. **Revenue Narrative:** Provide a narrative description of total transportation revenues. Provide clarification and explanation of any changes from FY99 budget to FY00 budget.

The Albany Paratransit/Call-A-Ride Service has a budget separate from the Albany Transit System. Revenues are secured from grants, City of Albany funds, and Paratransit/Call-A-Ride fares. Additionally, we continue to secure revenue from Medicaid non-medical transportation program funds. We have requested an increase in funding from both the City of Albany and STF funding.

2. **Expenditure Narrative:** Provide a narrative description of the expenditures outlined in the line item budget. Provide clarification and explanation of any changes from FY99 budget to FY00 budget.

Due to substantial increases in ridership we have increased both mileage and maintenance costs significantly. Wages have increased along with benefits due to COLA's for the Paratransit/Call-A-Ride program staff.

MANAGEMENT APPLICATION

1. **ORGANIZATIONAL:**

A. Provide the following information about the organization.

1. Number of years in operation - 20
2. Years of experience providing transportation services - 20
3. Describe experience providing services to elderly and/or handicapped persons.

The City of Albany uses excellent volunteer and trained staff to offer a quality paratransit program. They have many years of experience in the area of specialized service to senior and disabled individuals. All personnel have been trained and attended classes in passenger assistance techniques, first aid, CPR, Red Cross presentations, Senior Center Paratransit/Call-A-Ride meetings, wheelchair lift procedures, defensive driving and disabled programs in the City of Albany.

B. Submit an organization chart(s) describing the decision making process (include advisory and governing bodies) and the flow of responsibility from administration through levels of management to the delivery of services.

2. **LEGAL:** (Submit only one copy of items A-D listed below attached to original proposal. Do not include with 10 extra copies.)

A. Non-profit and for-profit corporations must submit: (1) a copy of their corporate certificate or articles of incorporation, and (2) State of Oregon and IRS Tax number and status.

Federal Tax ID No. 93-6002114

B. Submit evidence of workers compensation coverage and unemployment insurance for employees.

C. Submit "Certificate of Insurance" which lists the certificate holder as Linn County, c/o Oregon Cascades West Council of Governments, PO Box 1836, Albany, OR 97321. A certificate must be submitted for both liability and comprehensive insurance coverage for vehicles owned by the applicant's organization. Identify the amount of insurance.

NOTE: New applicants may submit a signed statement that they agree to, and will have in place at the time of service commencement, the appropriate coverage.

D. Submit a copy of the organization's most recent annual audit or financial review.

Complete audit on file at Finance Department at City Hall II, Albany

Criteria: Salary Increase Figured at 0.00%
 Health Ins increase at 12.00%
 ** = Union employee

FICA at current cost of 7.65%
 All other insurances at current rates
 EPB = Employer paid benefits

Employer PERS Rate = 9.660%

Fund 5 Grants Fund
 Dept 185 Title XIX Transportation Grant.

Name	Un	FTE	Salary	FICA	PERS	PERS-PU	Health	Life	Disab	W.Comp	Benefits	Annual Ben	Annual Sal	EPB
FRAZIER, TED E TRANSP/FACILITY COORD	**	1.00	2,107.00	161.18	203.53	126.42	212.83	11.20	13.91	5.15	734.22	8,810.64	25,284.00	0.348
JORDAN, VIRGINIA R CLERK III	**	0.25	569.50	43.55	55.01	34.17	53.20	2.80	3.75	1.38	193.86	2,326.32	6,834.00	0.340
OPEN POSITION CLERK II	**	0.50	734.00	56.14	70.90	44.04	305.97	5.60	4.84	1.84	489.33	5,871.96	8,808.00	0.666
Department totals		1.75	3,410.50	260.87	329.44	204.63	572.00	19.60	22.50	8.37	1,417.41	17,008.92	40,926.00	0.415
												Total Annual Wages & Benefits...	57,934.92	

Criteria: Salary Increase Figured at 0.00%
 Health Ins increase at 12.00%
 ** = Union employee

FICA at current cost of 7.65%
 All other insurances at current rates
 EPB = Employer paid benefits

Employer PERS Rate = 9.660%

Fund 4 Parks & Recreation Fund
 Dept 786 Paratransit System

Name	Un	FTE	Salary	FICA	PERS	PERS-PU	Health	Life	Disab	W.Comp	Benefits	Annual Ben	Annual Sal	EPB
KOBERNIK, NANCY L	**	1.00	1,412.00	108.01	136.39	84.72	443.63	11.20	9.32	68.96	862.23	10,346.76	16,944.00	0.610
TRANSPORTATION ASSIST	**													
OPEN POSITION	**	0.10	112.70	8.61	10.88	6.76	61.18	1.12	0.74	5.50	94.79	1,137.48	1,352.40	0.841
TRANSPORTATION ASSIST														
Department totals		1.10	1,524.70	116.62	147.27	91.48	504.81	12.32	10.06	74.46	957.02	11,484.24	18,296.40	0.627
Total Annual Wages & Benefits...												29,780.64		

Albany Paratransit System Rider's Manual



City of Albany ADA Complementary Paratransit

Who Are The "ADA Paratransit Eligible"?

Americans with Disabilities Act (ADA) regulations require Albany Transit System to strictly limit ADA paratransit eligibility to individuals specified in the regulations. ADA establishes three categories of eligibility which are described as follow:

1. Any person with a disability who can use an accessible vehicle, but for whom *any* desired trip cannot be made because the fixed route service they need to use is not yet accessible, is deemed eligible. The fixed route service includes vehicles and all related facilities. ATS buses are wheelchair lift equipped.
2. Any person who, because of the nature of their disability, cannot navigate even an accessible transit system. These include those persons who because of their disability cannot *independently* board, ride, and/or disembark from an accessible vehicle. This does not include the operation of the wheelchair lift since drivers are required to operate the lift.
3. Any person who has an impairment-related condition that prevents them from getting to or from a boarding or disembarking location. This category is narrowly defined. Examples might include severe chronic fatigue related to HIV infection and AIDS, heat sensitivity due to cardiovascular disease and hypothermia due to quadriplegia.

An individual may be eligible for paratransit whose disability is intermittent or temporary. Those persons would be certified based upon the most limiting aspects of their disability and, like many other ADA certified riders, rides will be subject to specified conditions.

Applying Eligibility to Trip Requests

Individuals are not qualified or disqualified for ADA paratransit service based on a specific medical diagnosis or disability. To ascertain if the individual fits the criteria, it is necessary to determine whether or not an individual's disability prevents him/her from utilizing any of the fixed route services provided by ATS. This determination will be made using the following four test:

1. Does the disability prevent the individual from getting to and from a station/stop at point of origin or destination? If yes, then the trip is eligible. A distinction is made in the regulations between those who have difficulty (or simply find it unpleasant) to travel to or from a bus stop and those whose disability *prevents* them from doing so.
2. Can the individual board and utilize the vehicle at the station/stop? If the vehicle is inaccessible, the person is eligible.
3. Can the individual independently recognize the destination and disembark? If no, the trip is eligible. This test will form the basis of eligibility for many individuals with visual impairments and developmental cognitive disabilities.
4. If a trip involves transfers and connections, are the paths of travel between lines or modes accessible and navigable by the individual? If no, the trip is eligible.

City of Albany ADA Complementary Paratransit

Eligibility Process

- Step 1: Requests for application forms and APS information are taken by telephone or mail by Albany Call-A-Ride or ATS staff. Cassette tape and large print versions of the application and other Albany Paratransit System materials are available upon request.
- Step 2: ATS receives an application. If the application is not complete, it will be returned to the applicant, noting the deficiency(ies). If the application is complete, the date received is recorded as the date accepted and a ATS representative conducts the initial review of the application. If necessary, the ATS representative will verify the information with either the applicant or the authorized professional, or both.
- Step 3: The ATS representative makes an eligibility determination based upon the information provided in the application and through subsequent contact with the applicant and/or the authorized professional. The certification process must be completed within 21 days of the submission of a properly completed application. If the process is not complete within 21 days, the applicant will be "presumed" to be eligible pending final determination.
- Step 4: The applicant is notified in writing (and other acceptable format as requested in the application) of the decision. If certification has been approved, the applicant shall be provided with a APS handbook describing the service in detail. They also receive their APS identification card. Information about the eligibility appeal process will be included in the notification to the applicant.
- Step 5: If the applicant accepts the initial eligibility determination they sign and return a copy of the determination letter to ATS. Information regarding their eligibility will be provided to the APS provider.
- If the applicant does not agree with the initial eligibility determination, they may appeal the decision to the ATS Appeals Board comprised of representatives from the Call-A-Ride service, the Albany Transit System, and the City of Albany.
- Step 6: The APS Appeals Board shall conduct an independent evaluation of the application and may also interview the applicant and authorized professional. The Appeals Board makes a second determination of eligibility and notifies the applicant in writing and other acceptable format of the decision. The decision of the Appeals Board is final.

Denial of Paratransit Eligibility

The applicant shall be notified in writing (and such other format as requested in the application for service) of the initial ADA eligibility determination. If eligibility has been denied or is subject to conditions, information describing the appeals process shall be included in the notification to the applicant.

ADA Paratransit service shall not be provided to the appellant pending the determination on appeal, except as otherwise approved by the initial eligibility determination or as noted in the appeals process.

Suspension of Eligibility

At times, the ATS Paratransit Service may suspend eligibility for an ADA rider. Persons who demonstrate a consistent pattern of missing scheduled paratransit trips may lose their eligibility for a period of time. Individuals whose behavior is extremely disruptive or threatening may also have their service suspended for a period of time.

Before suspending service, ATS shall notify the individual in writing (and such other format as requested in the application for service) that ATS proposes to suspend service. The notification shall cite the basis of the proposed suspension, set for the proposed sanction, and provide information describing the appeals process. In these instances, the individual shall remain eligible for paratransit service during the appeal pendency.

Termination of Eligibility

A person whose behavior threatens or has threatened the safety of paratransit personnel or other riders, may be denied the service. The denial of service shall be documented by the person or persons denying the service. If the denial of service extends beyond the time of the originating incident, the ATS shall notify the individual in writing (and such other format as requested in the application for service) that ATS has terminated their eligibility, citing the basis of the termination. Information describing the appeals process shall be included in the notification. Because of the circumstances initiating the denial of service, no service shall be provided during the appeals process.

Appeals Process

An individual may appeal a negative eligibility or suspension or termination decision to an Albany Paratransit Appeals Board appointed by the City of Albany. The APS Appeals Board shall not have been involved in the decision being appealed.

An appeal of an eligibility determination must be filed within 60 days of the date of the eligibility notice. An appeal of a termination or proposed suspension must be filed within 10 days of the date of the termination or proposed suspension notice. An appeal shall not be considered if it is not received by the Albany Transit System within the specified time limit.

The appeal must be in written or audio form and may be completed by a third party if the individual desires. The appeal must include the following information: the appellant's name, address, and telephone number; and the reason for the appeal.

If an appeal is filed within the appropriate time period, and contains the required information, the APS Appeals Board shall set the date, time, and place of the hearing. The appellant shall then be notified. The appellant shall have an opportunity to be heard and to present information and arguments at the hearing. The appellant shall be provided with any necessary support (e.g. sign language interpreter, etc.) if requested in the appeal. The appellant may be represented by an individual of their choice. At the hearing, the appellant and an ATS representative may present evidence, including the testimony of witnesses, in support of or in opposition to the appellant's case.

The APS Appeals Board's decision and the reasons for it shall be provided to the appellant in writing and such other format as requested in the application. The decision of the APS Appeals Board is final.

If an appeal has not been decided within 30 days of the completion of the hearing ATS shall provide paratransit service from that time until a decision to deny the appeal has been issued.

Fare Policy

Fares charged for Albany complementary paratransit shall be twice the full fare that would be charged for a comparable trip (without regard to discounts for age or disability) on the Albany Transit System's fixed route service. Companions traveling with an ADA certified person shall pay the same full fare as the certified person. A Personal Care Attendant travelling with an ADA certified person shall not be charged a fare. (See attendant and companion policy.)

Attendant Policy

Riders must be able to get to and from the vehicle with only minimal assistance or must provide a Personal Care Attendant. Drivers will not perform the duties of a Personal Care Attendant. Riders needing such help must make their own arrangements for this assistance. Personal Care Attendants may be a friend or family member or may be a paid employee of the eligible person. The Personal Care Attendant serves as a mobility aid to the eligible person. The need for a Personal Care Attendant must be noted on the application form at the time of eligibility certification.

There is no charge for a Personal Care Attendant. A Personal Care Attendant is not considered a companion and is not subject to the same restrictions that apply to companions.

Companion Policy

An eligible individual may travel with at least one guest. Additional guests may accompany the ADA client on a space-available basis. Confirmed reservations for additional guests are restricted to the day of the trip. The fare for each guest will be the same as for the ADA eligible customer.

Mobility Aids

ADA eligible riders may travel using mobility aids. Mobility aids may include, but are not limited to the following: canes, walkers, wheelchairs, Personal Care Attendants, service animals such as guide dogs, respirators, portable oxygen, and other life support systems. Aids may not accompany the rider if they would violate rules concerning the transportation of hazardous materials.

All "common wheelchairs" will be transported providing their user is ADA eligible. A "common wheelchair" is a wheelchair that does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied. Both three-wheeled and four-wheeled mobility aids will be transported if they are within the size requirements listed above. All wheelchairs must be secured during transportation. Functional brakes are required on all wheelchairs.

Reservation Policy

Response Time

Requests for service may be made the day preceding the requested ride and up to 14 days in advance of the requested ride. Requests for service will be taken during the hours that the provider's Call-A-Ride offices are open. The provider may schedule rides up to one hour before or one hour after the time the ride is requested. For example, if a certified rider requests a ride for 10:00 a.m., the provider may schedule the ride anytime between 9:00 a.m. and 11:00 a.m. The provider shall attempt to schedule all requested rides up to one hour before a scheduled appointment.

During the initial phase of implementation (1993-1994) requests for Monday rides shall be accepted on the preceding Friday. Beginning in 1994-1995, requests for Monday rides shall be made on Sunday. The Sunday requests may be handled by the use of an answering machine or other arrangement.

Subscription Service*

Subscription service shall not absorb more than fifty (50) percent of the number of the ADA trips available at any given time of day, unless there is excess non-subscription capacity.

*Subscription service is the practice of providing repetitive trips over an extended period of time without requiring that individuals call to request each trip. Subscription service is not required by the regulations; therefore, restrictions may be imposed.

Albany Paratransit Service (APS)

Application Form

Please Read Carefully!

This application will be reviewed and eligibility will initially be determined by Albany Transit System (ATS) staff in accordance with the eligibility criteria specified by the Americans With Disabilities Act of 1990 and adopted by the City of Albany. See attached eligibility information.

It is extremely important that the form is filled out **completely**. Any incomplete applications will be returned without being processed. Staff may consult with appropriate professional experts regarding your eligibility at any stage of the certification process if it is deemed necessary. Submission of this application does not guarantee eligibility.

ATS determination will be in writing or other acceptable format if requested and will inform the applicant of the approval or denial of eligibility. In the case of a denial, the reason(s) will be noted. If eligibility is made conditional or denied, a full description of the appeals process shall be included with the written determination.

Upon completion of this application, please return it to:

Albany Transit System
Attention: ADA Eligibility
Post Office Box 490
Albany, Oregon 97321

If you do not meet the criteria described in the attached material, please contact the Albany Transit System information service at 967-4318 for information on the fixed route system. If you would like a copy of the eligibility criteria as defined in the Federal Register or have any questions regarding eligibility, please contact the Albany Transit System at 967-4318.

For Office Use Only

Date Accepted: _____

By: _____

City of Albany
ADA Complementary Paratransit

Application

Type or Print Clearly. Application Must Be Complete In Order to Process.

Section 1: Applicant's Address and Telephone

Applicant's Name: _____

Date of Birth: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ (Home) _____ (Other)

Today's Date: _____

Section 2: Representative's Address and Telephone

Relationship to Applicant: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ (Home) _____ (Work)

Section 3: To Be Completed By The Applicant or A Representative

1. Do you currently (or have you in the past) used an Albany Transit System fixed-route accessible bus within the last year?

Yes No

List addresses that you have been unable to reach by bus due to your disability:

City of Albany
ADA Complementary Paratransit

Release Of Information
Authorization

In order to allow the City of Albany to evaluate your request for service, it may be necessary to contact physicians or other professionals to confirm the information you have provided. Please list the names of two professionals, which may include physicians, health care professionals or rehabilitation professionals familiar with your disability, who may be contacted by the the City of Albany or its representative if verification of information is required.

1. The following Physician , Health Care Professional , or Rehabilitation Professional (circle one) is familiar with my disability and is authorized to provide information to the City of Albany or its authorized representative required to evaluate my eligibility for paratransit service.

Name _____

Address _____

Phone Number _____

2. The following Physician , Health Care Professional , or Rehabilitation Professional (circle one) is familiar with my disability and is authorized to provide information to the City of Albany or its authorized representative required to evaluate my eligibility for paratransit service.

Name _____

Address _____

Phone Number _____

Applicants Name _____ Date of Birth _____

Signed _____ Date _____

Applicant or Legal Guardian

**Refusal to authorize this release of information may result in denial of certification if the City is unable to determine that the applicant is eligible without access to information from the professionals listed.*

2. Are you capable of using a ATS fixed-route bus?

- Yes No Sometimes Don't Know

If "No", why not?

- I am unable to board or disembark from an ATS bus without assistance.
- I am unable to board or disembark from an ATS bus within a reasonable amount of time.
- My mobility device does not fit on the bus lift platform.
- Other: _____

3. Have you ever tried using an ATS fixed-route bus?

- Yes No

4. Have you tried unsuccessfully to use an ATS fixed-route bus within the last year?

- Yes No

If "Yes", explain: _____

5. Have you ever had training on how to use an ATS fixed-route bus?

- Yes No

If "Yes", explain: _____

6. If training and practice time were available, do you think you would be able to learn to use an ATS fixed-route accessible bus?

- Yes No Don't Know

If "No", explain: _____

7. What is the disability or limitation that prevents you from using an ATS fixed-route? Please explain completely. (Use an additional sheet if needed.)

How does it prevent you from using the bus? _____

8. Is your disability:

Temporary Permanent

If temporary, how long do you expect it to last?

9. Please check the mobility aids that you use:

- Manual Wheelchair
- Powered Wheelchair
- Powered 3-Wheeler
- Cane
- Walker
- Personal Care Attendant
- Crutches
- Guide Dog
- Prosthetic Device
- Orthotic Device
- Other _____

10. If you use a wheelchair or other mobility aid where you are seated (e.g. 3-wheeled scooter), can you transfer yourself to another seat without help?

Yes No

11. Can you locate your stop without assistance?

Yes No

If you cannot locate your stop without assistance, please explain:

12. Do you require someone to assist you when you use public transportation?

Yes No Sometimes

If "Sometimes", explain: _____

13. Does your disability or limitation usually prevent you from climbing three 12-inch steps?

Yes No

14. Are you able to get from your home to the curb without help?

Yes No

15. Is there someone available to give assistance to and from a vehicle when you need it?

Yes No Sometimes

If "Sometimes", explain: _____

16. Can you travel 200 feet without the assistance of another person?

Yes No

17. Can you travel 1,750 feet (approximately 5 blocks) without another person's assistance?

Yes No

18. What is the maximum distance you can travel without the assistance of another person?

_____ Feet

19. Does the terrain (e.g. steep hills, gravel, or other location conditions) make any difference to the distance you can travel?

Yes No

If "Yes", explain: _____

20. Is your ability to travel out-of-doors affected by extremes of hot or cold weather?

Yes No

If "Yes", explain: _____

21. Can you wait outside without support for ten minutes?

Yes No

22. Are you able to determine when a vehicle arrives to pick you up at your home?

Yes No Sometimes

If "Sometimes", explain: _____

23. In what format would you prefer your response to this application

Written Written(Large Print) Audio(Tape)

I swear or affirm that the information provided in this application is true and correct. I understand that deliberately providing false information is punishable by law and may jeopardize the receipt of services. I further understand that the information provided during the Albany Paratransit Service (APS) process will be used by the City of Albany, its agents and employees, for the express purpose of determining eligibility and providing specialized transportation services and shall be kept confidential. I hereby authorize the City of Albany, its agents and employees, to verify the information provided in this application.

Applicant's Signature or Signature of Legal Guardian

Date

Signature of Person Completing Form if Other Than Applicant

Date

Signature of Witness
if there is no assigned Legal Guardian and
Applicant is unable to sign.*

Date

*Relationship to Applicant _____

**Grants Fund
Title XIX Transportation Grant
05-185**

