

RESOLUTION NO. 3837

A RESOLUTION ACCEPTING THE 1997-98 BENTON COUNTY SPECIAL TRANSPORTATION PROGRAM GRANT FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM.

WHEREAS, Benton County has submitted the 1997-98 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 1997-98; and

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

DATED THIS 13TH DAY OF AUGUST 1997.

Wayne M. Fisk
Council President

ATTEST:

[Signature]
City Recorder



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

CONTRACT PERIOD: From July 1, 1997 to June 30, 1998

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 97-98 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 97-98 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.

EXHIBIT A

Governing Body Assurances

To the best of my knowledge and based on the information submitted in this application, I, as an authorized representative of _____, 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 state or federal assistance.
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. The applicant shall take affirmative action to ensure that job applicants are employed and employees are treated during employment without regard to their race, color, creed, religion, sex, age, national origin or disability.
3. The governing body has appointed an advisory committee in accordance with the requirements of the Administrative Rules governing the Special Transportation Fund.
4. The advisory committee has reviewed the proposed distribution of moneys by the above governing body and, if necessary, proposed changes to the policies or practices of the governing body relating to the distribution of the funds.
5. The governing body and/or its subcontractors assures that it will enter into written agreements with transportation providers included in the application.
6. The governing body and/or its subcontractor will adopt appropriate program, accounting, and procurement practices as outlined in written policies and procedures.
7. The governing body and/or its subcontractor will comply with Oregon Revised Statutes, ORS 391.800-391.830 and the Administrative Rules governing the Special Transportation Fund Program, with the purpose of financing and improving elderly and disabled transportation services.
8. The governing body will not use Special Transportation Funds to supplant moneys currently appropriated for Elderly and Disabled Transportation.
9. 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.
10. 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.
11. 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. It may not be an STF Advisory Committee member.

Authorized Official

Date

Name (Print or Type)

Title

Organization

SPECIAL TRANSPORTATION SUPPORT APPLICATION

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

Applicant General Information

COPY

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
Preparer or Contact Person Telephone No. 917-7606 FAX No. 917-7573

Type of Service Provided: (Check all that apply)

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

Type of Organization:

- Public Agency
Non-Profit
Profit

Total amount of Special Transportation Funds requested:

Operating Funds \$ 4,000

Edna Campau
Signature of Authorized Agency Representative

4-21-97
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 95-96 was 49,696. Of these, an estimated 7,357 passengers are elderly or disabled. Projections, based on actual passenger count through March 1997, indicate about a 5.5% decrease in total ridership for FY 1996-97.

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 need 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	Approved by STF Committee; forwarded to County Commissioners.

*The Linn-Benton Loop received Linn County STF funds up until 1994-95 when funding was cut. Loop staff continued to apply for funds each year, and in April 1997 gained approval of the STF Committee. Final approval must come from the Linn County Board of Commissioners.

How has this proposed budget changed from the current budget?

Linn County STF funding will not change the 1996-97 operating budget, as no funds are anticipated until 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. It is likely that funds will be allocated to the general operating expenses of the Loop system.

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 47,000

Cost per ride \$2.39

(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.

Elderly	_____	<u>940</u>
Disabled	_____	<u>5,165</u>
General Public	_____	<u>40,895</u>
Total	_____	<u>47,000</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 \$48.00 for the school term. These passes are available to non-student riders for \$60.00 for the same period.

The fare is paid by the passenger boarding the bus. Some special service agencies (Voc. Rehab., Fish of Benton County, 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		13,463		25,800				1,800
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		36,173		32,000				36,000
Investment Income								
Other: LOCAL AGENCIES		35,480		36,800				37,800
Other: INTEREST INCOME		845		500				600
Total Revenues		122,131		131,300				112,400

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, 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 1997-98 budget reflects maintaining existing service of 8 runs per day. If the local funds listed are not received, the Loop will be required to reduce service by one or two runs per day. To help maintain existing service, the Loop requests \$4,000 Benton County Special Transportation Formula funds.

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 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
Salaries other than Drivers*		16,597		17,460				15,950
Benefits other than Drivers*		5,936		6,210				5,950
Drivers Salaries*		38,725		40,740				36,550
Drivers Benefits		13,851		14,490				14,450
Other Payroll Costs				700				1,600
Volunteer Expenses								
Training/Conference		161		100				300
Professional Fees								
Office Materials/Supplies		568		600				400
Printing and Publications		2,272		2,000				3,200
Postage and Shipping		48		100				100
Radio/Telephone		66		500				600
Advertising/Promotion		524		500				500
Organizational Dues/Fees								
Building Rental/Lease								1,600
Insurance - Property/Liability								
Insurance - Vehicle		1,243		1,400				1,300
Accident Claims/Reserve								
Vehicle Maintenance/Repairs		6,477		11,000				8,000
Fuel/Oil		8,800		7,500				9,500
Utilities								
Capital Purchase								

Expenditures	Organization Total Actual	Transportation Total Actual	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget	Organization Total Budget	Transportation Total Budget
Equip. Repair/Maint. Services								400
Other: EQUIP. REPLACEMENT		10,000		1,300				1,500
Other: CENTRAL SERVICES		1,700		13,200				9,600
Other: CONTRACTUAL SERVICES		540		200				800
Other: SAFETY RECOGNITION		203		300				100
Other: CONTINGENCY				13,000				
Total Expenditures		107,711		131,300				112,400

***Complete Personnel Summary Form**

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

The 1996-97 revised budget will not be available until June 1997.

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.	7,110.00	.15	4,749.00	.10	4,887.00	.10	+3%
2. Transit Coordinator	8,235.00	.25	9,081.00	.25	8,567.00	.25	-6%
3. Transit Operator	29,664.00	1.0	31,311.00	1.0	26,100.00	1.0	-17%
4. Transit Operator	4,607.00	.27	6,587.00	.27	6,100.00	.27	-7%
5. Laborer	2,324.00	.10	2,394.00	.10	2,480.00	.10	+3.5%

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

- 1-5. PERS contribution removed from gross pay; City will pick up 6% contribution.
- 3. Most senior Transit Operator retired; replacement driver is on a lower pay step.
- 4. Less senior driver at lower pay step.