

RESOLUTION NO. 5015

A RESOLUTION ACCEPTING THE 2004-2005 LINN COUNTY SPECIAL TRANSPORTATION FORMULA PROGRAM INTERGOVERNMENTAL AGREEMENT FOR THE ALBANY CALL-A-RIDE, ALBANY TRANSIT SYSTEM, AND LINN-BENTON LOOP TRANSIT SYSTEM FUNDING.

WHEREAS, the City of Albany has submitted 2004-2005 Special Transportation Formula (STF) funding support applications to Linn County for the Albany Call-A-Ride, Albany Transit System, and Linn-Benton Loop Transit System; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Linn County STF intergovernmental agreement in the amount of \$24,600 for operating expenses for Albany Call-A-Ride, \$8,000 for the Linn-Benton Loop, and \$5,000 for Albany Transit System for fiscal year 2004-2005; and

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

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

DATED AND EFFECTIVE THIS 28TH DAY OF JULY 2004.



Mayor

ATTEST:



City Clerk

INTERGOVERNMENTAL AGREEMENT
(Resolution & Order No. 2004-211)

THIS AGREEMENT is made and entered into 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, and **ALBANY TRANSIT SYSTEM** of PO BOX 490, Albany, OR 97321, a political and subdivision of the State of Oregon, (Contractor), whose Federal Employer Identification # is 93-6002114.

<p>PROGRAM ABSTRACT: Funding to preserve existing transportation services to seniors and persons with disabilities on the Albany Transit System.</p>

<p>TOTAL CONTRACTOR SUM: Up to \$5,000</p>

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 Intergovernmental Agreement:** This Agreement shall be effective and services required hereunder shall commence on July 1, 2004 and shall terminate on June 30, 2005, except as provided by the termination and non-funding provisions set out below.
2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Intergovernmental Agreement, County promises to pay up to \$1,250 per quarter, upon receipt of a statement to be submitted by Contractor. Payment to Contractor is contingent upon County receiving funding from the State of Oregon for the services provided in this Intergovernmental Agreement. If payments to County are reduced by the State, payments to Contractor will be reduced on a pro-rata basis unless otherwise determined by the Linn County Board of Commissioners (upon recommendation by the Special transportation Advisory Committee).
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. Provide transportation to elderly and disabled in the Linn County area as outlined in Exhibit A: STF Application
4. **Declaration of the nature of the contractual relationship:** Contractor agrees that the 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:** 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: Policy No. City of Albany policy written by City County Insurance Services.
6. **Other insurance provisions:**
 - a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:
 - i. injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the other party, its officers, employees or agents; or
 - ii. failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.
 - b. **General Liability.**
 - i. Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall 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 insured's 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 this section through Policy No. City of Albany policy, written by City County Insurance Services.
 - c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.
 - 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) business 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 Intergovernmental Agreement: ORS 279.312 to 279.320; 279.334 to 279.338, and 279.445(4) and (5); and, if this Intergovernmental Agreement 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 may be provided for above, in Section 3; and
 - c. Provide County with periodic reports at the frequency and with the information prescribed by County.
8. **Termination; for cause, non-funding, convenience:**
- a. **For Convenience.** Either party may terminate this Intergovernmental Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (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.** 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. **Access to Books:** The County and its duly authorized representatives shall have access to the books, documents, papers and records of Contactor that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcript.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
12. **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.
13. **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.

14. **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 is deemed given at the expiration of forty-eight (48) hours after the 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.
15. **Entire Agreement:** The foregoing and all attached exhibits constitute the entire agreement between the parties. It may not be changed except that amendments may be made provided the same are in writing and signed by the parties hereto. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures 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




 Signature
 Steve Bryant

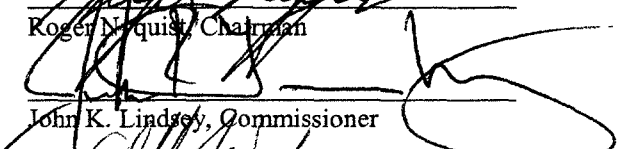
 Name, Typed or Printed
 City Manager

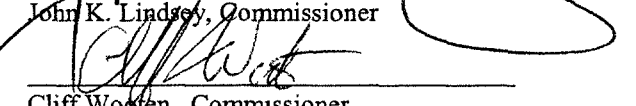
 Title
 7/28/04

 Date

**BOARD OF COUNTY COMMISSIONERS
 FOR LINN COUNTY**



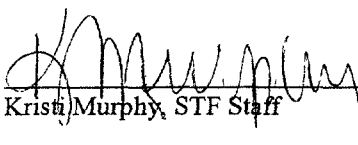
 Roger N.quist, Chairman


 John K. Lindsay, Commissioner


 Cliff Wooten, Commissioner

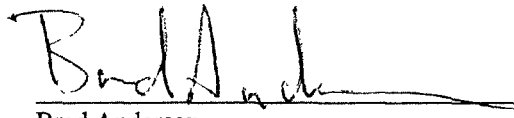
 Date 7/7/04

APPROVED AS TO CONTRACT TERMS:



 Kristi Murphy, STF Staff

APPROVED AS TO FORM:



 Brad Anderson
 Linn County Legal Counsel

Part 7: Transportation Provider Summary.

A. Detailed Transportation Provider Information. See Instructions, page 6, before completing this section. Make copies as needed.

NAME OF PROVIDING ORGANIZATION ALBANY TRANSIT SYSTEM	CONTACT PERSON EDNA CAMPAU
ADDRESS PO BOX 100, ALBANY, OR 97321	TELEPHONE 541-917-7606
E-MAIL ECAMPAU@CI.ALBANY.OR.US	FAX 541-917-7573
Description of Service	
<p><u>Please attach either (Check one) – the application will not be processed unless this information is provided:</u></p> <p><input checked="" type="checkbox"/> A description of service characteristics of transportation service(s) supported by STF. <u>OR</u></p> <p><input type="checkbox"/> Copies of printed schedules and maps showing the routes or proposed routes.</p>	
<p><u>Provider's service supported by STF is (Check as many as appropriate):</u></p> <p><input checked="" type="checkbox"/> Open to the general public at all times <input type="checkbox"/> Open to elderly only <input type="checkbox"/> Open to the general public on a space available basis <input type="checkbox"/> Limited to defined clientele (example: foster home residents). <input type="checkbox"/> Open to elderly and disabled. <input type="checkbox"/> Open to disabled only.</p>	
<p><i>For TriMet, Lane, SAMTD, BTS and RVTD Only</i></p> <p><u>Provider's geographic area of service is:</u></p> <p><input type="checkbox"/> Inside district <input type="checkbox"/> Outside district</p>	

B. Service Data. Estimate of annual one-way trips to be given in 2004-2005:

Category of Trip	Total Actual for 2004	Total Estimated for 2005
Estimated Annual one-way trips (all trips)	63,000	65,000
Estimated Annual Elderly one-way trips	5,670	5,850
Estimated Annual Disabled one-way trips	11,340	11,700

INTERGOVERNMENTAL AGREEMENT
(Resolution & Order No. 2004-212)

THIS AGREEMENT is made and entered into 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, and **LINN BENTON LOOP TRANSIT SYSTEM** of PO BOX 490, ALBANY, OR 97321, a political and subdivision of the State of Oregon, (Contractor), whose Federal Employer Identification # is 93-6002114.

PROGRAM ABSTRACT: : Funding to preserve existing transportation services to seniors and persons with disabilities on the Linn-Benton Loop System
--

TOTAL CONTRACTOR SUM: Up to \$8,000

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 Intergovernmental Agreement:** This Agreement shall be effective and services required hereunder shall commence on July 1, 2004 and shall terminate on June 30, 2005, except as provided by the termination and non-funding provisions set out below.
2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Intergovernmental Agreement, County promises to pay up to \$2,000 per quarter, upon receipt of a statement to be submitted by Contractor. Payment to Contractor is contingent upon County receiving funding from the State of Oregon for the services provided in this Intergovernmental Agreement. If payments to County are reduced by the State, payments to Contractor will be reduced on a pro-rata basis unless otherwise determined by the Linn County Board of Commissioners (upon recommendation by the Special transportation Advisory Committee).
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. Provide transportation to elderly and disabled in the Linn County area as outlined in Exhibit A: STF Application.
4. **Declaration of the nature of the contractual relationship:** Contractor agrees that the 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:** 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: Policy No. City of Albany policy written by City County Insurance Services.
6. **Other insurance provisions:**
 - a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:
 - i. injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the other party, its officers, employees or agents; or
 - ii. failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.
 - b. **General Liability.**
 1. Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall 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 insured's 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 this section through Policy No. City of Albany policy written by City County Insurance Services.
 - c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.
 - 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) business 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 Intergovernmental Agreement: ORS 279.312 to 279.320; 279.334 to 279.338, and 279.445(4) and (5); and, if this Intergovernmental Agreement 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 may be provided for above, in Section 3; and
 - c. Provide County with periodic reports at the frequency and with the information prescribed by County.
8. **Termination; for cause, non-funding, convenience:**
- a. **For Convenience.** Either party may terminate this Intergovernmental Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (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.** 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. **Access to Books:** The County and its duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcript.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
12. **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.
13. **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.

14. **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 is deemed given at the expiration of forty-eight (48) hours after the 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.
15. **Entire Agreement:** The foregoing and all attached exhibits constitute the entire agreement between the parties. It may not be changed except that amendments may be made provided the same are in writing and signed by the parties hereto. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures 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
Signature

Steve Bryant
Name, Typed or Printed

City Manager
Title

7/28/04
Date

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

Roger Nyquist
Roger Nyquist, Chairman

John K. Lindsey
John K. Lindsey, Commissioner

Cliff Wooten
Cliff Wooten, Commissioner

7/7/04
Date

APPROVED AS TO CONTRACT TERMS:

Kristi Murphy
Kristi Murphy, STF Staff

APPROVED AS TO FORM:

Brad Anderson
Brad Anderson
Linn County Legal Counsel

Part 7: Transportation Provider Summary.

A. Detailed Transportation Provider Information. *See Instructions, page 6, before completing this section. Make copies as needed.*

NAME OF PROVIDING ORGANIZATION LINN-BENTON LOOP	CONTACT PERSON EDNA CAMPAU
ADDRESS PO BOX 100, ALBANY, OR 97321	TELEPHONE 541-917-7606
E-MAIL ECAMPAU@CL.ALBANY.OR.US	FAX 541-917-7573

Description of Service

Please attach either (Check one) – the application will not be processed unless this information is provided:

- A description of service characteristics of transportation service(s) supported by STF.
OR
 Copies of printed schedules and maps showing the routes or proposed routes.

Provider's service supported by STF is (Check as many as appropriate):

- Open to the general public at all times
 Open to elderly only
 Open to the general public on a space available basis
 Limited to defined clientele (example: foster home residents).
 Open to elderly and disabled.
 Open to disabled only.

For TriMet, Lane, SAMTD, BTS and RVTD Only

Provider's geographic area of service is:

- Inside district Outside district

B. Service Data. Estimate of annual one-way trips to be given in 2004-2005:

Category of Trip	Total Actual for 2004	Total Estimated for 2005
Estimated Annual one-way trips (all trips)	53,880	55,000
Estimated Annual Elderly one-way trips	1,078	1,100
Estimated Annual Disabled one-way trips	5,388	5,500

C. Funding Allocation to Provider. Name of Provider Linn-Benton Loop

Provide a copy of the written agreement between the governing body and this provider:

- Attached to this application. Will be submitted within a month.

Operating Allocation	Narrative description of how operations funds will be spent:
FY 05 \$ <u>8,000</u>	Supplement the portion of operation expenses of the fixed route system associated with senior and disabled passengers
Are these funds from the reserve account? <input type="checkbox"/> Yes X No	
Operations funds will: X Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	

Capital Allocation	Describe type of capital to be purchased for use for special transportation:
FY 05 \$ _____	<input type="checkbox"/> Purchase vehicle.
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Provide match for other capital grant.
Capital funds will: <input type="checkbox"/> Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	<input type="checkbox"/> Purchase other capital item, identify: _____
	Narrative description:

Planning Allocation	Describe the plan:
FY 05 \$ _____	
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Planning funds will: <input type="checkbox"/> Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	Expected product:
	Start Date:
	Completion Date:

SUBRECIPIENT AGREEMENT
(Resolution & Order No. 2004-214)

THIS AGREEMENT is made and entered into 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, and **ALBANY PARATRANSIT/CALL-A-RIDE** of 489 Water St. NW, Albany OR 97321, a political and subdivision of the state of Oregon, (Subrecipient), whose Federal Employer Identification No. is 93-6002114.

PROGRAM ABSTRACT: Funding for the City of Albany Paratransit/Call-a-Ride Service
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TOTAL SUBRECIPIENT SUM: an amount not to exceed \$24,600
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Subrecipient shall perform all necessary work in order to accomplish the services specified in consideration of the mutual agreements hereinafter set forth. IT IS AGREED:

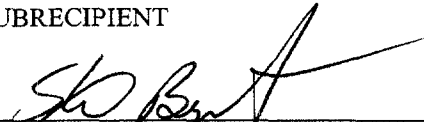
1. **Term of Subrecipient Agreement:** This Agreement shall be effective and services required hereunder shall commence on July 1, 2004, and shall terminate on June 30, 2005, except as provided by the termination and non-funding provisions set out below.
2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Subrecipient Agreement, County promises to pay Subrecipient up to \$6,150 per quarter, upon receipt of a statement to be submitted by Subrecipient. Payment to Subrecipient is contingent upon County receiving funding from the State of Oregon for the services provided in this Subrecipient Agreement. If payments to County are reduced by the State, payments to Subrecipient will be reduced on a pro-rata basis unless otherwise determined by the Linn County Board of Commissioners (upon recommendation by the Special Transportation Advisory Committee).
3. **Subrecipient services:** Subrecipient agrees to perform the following services to the satisfaction of the County:
 - a. Provide transportation to elderly and disabled in the Linn County area as outlined in Exhibit A: STF Application.
4. **Declaration of the nature of the contractual relationship:** Subrecipient 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 Subrecipient.
5. **Workers compensation provisions:**
 - a. Subrecipient shall obtain and at all time keep in effect Worker's Compensation insurance. Subrecipient represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law by: Policy No. City of Albany written by City County Insurance.
 - b. The parties hereto specifically agree that this Subrecipient Agreement will render Subrecipient and Subrecipient'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 Subrecipient or Subrecipient's employees.
 - c. Subrecipient knowingly waives any rights, as against Linn County, under the Worker's Compensation Law.
 - d. Subrecipient agrees that all employers, working under this Subrecipient Agreement, including but not limited to Subrecipient, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - e. If Subrecipient is not a subject worker under ORS 656.027 and will provide services under this Subrecipient Agreement, Subrecipient agrees to either elect workers' 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 Subrecipient was a subject worker under ORS 656.027.
6. **Other insurance provisions:**
 - a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:
 - i. injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or

- ii. failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.
 - b. **General Liability.**
 - i. Subrecipient shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Subrecipient. Such liability insurance shall 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. Subrecipient shall name County, and its officers, employees, and agents as additional insured's on any activities being performed under the Subrecipient Agreement. 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. Subrecipient has obtained insurance required by this section through Policy No. City of Albany, written by City County Insurance.
 - c. **Professional Liability.** Subrecipient shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Subrecipient holds at the time of execution of this Agreement.
 - 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 Subrecipient shall immediately notify County orally and in writing within three (3) business days.
- 7. **Other Subrecipient duties:** Subrecipient 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 Subrecipient Agreement: ORS 279.312 to 279.320; 279.334 to 279.338, and 279.445(4) and (5); and, if this Subrecipient Agreement is for a public works project and payment pursuant to this Subrecipient Agreement 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 may be provided for above, in Section 3; and
 - c. Provide County with periodic reports at the frequency and with the information prescribed by County.
- 8. **Termination; for cause, non-funding, convenience:**
 - a. **For Convenience.** Either party may terminate this Subrecipient Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (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.** 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 Subrecipient at Subrecipient's address given above, specifying the cause:
 - i. Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Subrecipient'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. **Access to Books:** The County and its duly authorized representatives shall have access to the books, documents, papers and records of Subrecipient that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcript.

- 11 **Assignment:** The Subrecipient shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
- 12 **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.
- 13 **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.
- 14 **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 is deemed given at the expiration of forty-eight (48) hours after the 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.
- 15 **Entire agreement:** The foregoing and all attached exhibits constitute the entire agreement between the parties. It may not be changed, except that amendments may be made provided the same are in writing and signed by the parties hereto. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures 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.

SUBRECIPIENT



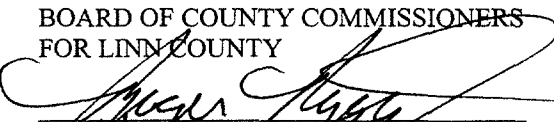
 Signature
 Steve Bryant

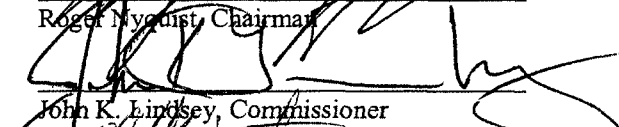
 Name, Typed or Printed
 City Manager

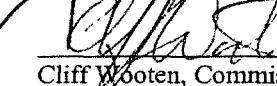
 Title
 7/28/04

 Date

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY



 Roger Nyquist, Chairman


 John K. Lindsey, Commissioner


 Cliff Wooten, Commissioner


 Date
 7/7/04

APPROVED AS TO CONTRACT TERMS:



 Kristi Murphy,
 Special Transportation Staff

APPROVED AS TO FORM:



 Brad Anderson
 Linn County Legal Counsel

Part 7: Transportation Provider Summary.

A. Detailed Transportation Provider Information. See Instructions, page 6, before completing this section. Make copies as needed.

NAME OF PROVIDING ORGANIZATION ALBANY PARATRANSIT/CALL-A-RIDE	CONTACT PERSON TED FRAZIER
ADDRESS 489 WATER ST NW, ALBANY, OR 97321	TELEPHONE 541-917-7760
E-MAIL TFRAZIER@CI.ALBANY.OR.US	FAX

Description of Service

Please attach either (Check one) – *the application will not be processed unless this information is provided:*

A description of service characteristics of transportation service(s) supported by STF.
OR

Copies of printed schedules and maps showing the routes or proposed routes.

Provider's service supported by STF is (Check as many as appropriate):

Open to the general public at all times
 Open to elderly only
 Open to the general public on a space available basis
 Limited to defined clientele (example: foster home residents).
 Open to elderly and disabled.
 Open to disabled only.

For TriMet, Lane, SAMTD, BTS and RVTD Only

Provider's geographic area of service is:

Inside district Outside district

B. Service Data. Estimate of annual one-way trips to be given in 2004-2005:

Category of Trip	Total Actual for 2004	Total Estimated for 2005
Estimated Annual one-way trips (all trips)	14,306	16,000
Estimated Annual Elderly one-way trips	11,444	12,000
Estimated Annual Disabled one-way trips	2,862	4,000

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

C. Funding Allocation to Provider. Name of Provider Albany Paratransit/Call-a-Ride

Provide a copy of the written agreement between the governing body and this provider:

- Attached to this application. Will be submitted within a month.

Operating Allocation	Narrative description of how operations funds will be spent:
FY 05 \$ <u>24,600</u> Are these funds from the reserve account? <input type="checkbox"/> Yes X No Operations funds will: <input checked="" type="checkbox"/> Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	Nutrition meal site transportation and elderly & disabled door-to-door rides. Funding will pay for drivers, salaries, fuel and maintenance. Funding maintains transportation services to seniors and persons with disabilities

Capital Allocation	Describe type of capital to be purchased for use for special transportation:
FY 05 \$ _____ Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No Capital funds will: <input type="checkbox"/> Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	<input type="checkbox"/> Purchase vehicle. <input type="checkbox"/> Provide match for other capital grant. <input type="checkbox"/> Purchase other capital item, identify: _____ Narrative description:

Planning Allocation	Describe the plan:
FY 05 \$ _____ Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No Planning funds will: <input type="checkbox"/> Maintain Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Create New Service <input type="checkbox"/> Other: _____	 Expected product: Start Date: Completion Date: