

A RESOLUTION ACCEPTING THE 2007-2008 BENTON COUNTY SPECIAL TRANSPORTATION PROGRAM GRANT FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM

WHEREAS, Benton County has submitted the 2007-2008 annual Special Transportation Program funding support agreement for the Linn-Benton Loop Transit System; and

WHEREAS, the City of Albany is the service provider for the Linn-Benton Loop Transit System; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Benton County Special Transportation Program funding support agreement in the amount of \$4,600 for operating expenses for the Linn-Benton Loop Transit System for fiscal year 2007-2008 and authorizes the Economic Development Director to execute the agreement and conditions for their acceptance.

BE IT FURTHER RESOLVED that the adopted budgeted estimate for FY2007-2008 was \$4,100, and the amount needs to be revised to \$4,600; and

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

	<u>Debit</u>	<u>Credit</u>
<b>Resources</b>		
<u>Public Transit Fund</u>		
213-16-1107-42817, Special Transit Fund: Benton Co.	\$4,600	
213-16-1107-42817, Special Transit Fund: Benton Co.		\$4,100
<b>Requirements</b>		
<u>Public Transit Fund</u>		
213-16-1107-65513, Vehicle Maintenance		\$4,600
213-16-1107-65513, Vehicle Maintenance	\$4,100	

DATED AND EFFECTIVE THIS 11TH DAY OF JULY 2007.

  
 \_\_\_\_\_  
 Mayor

ATTEST:

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

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

CONTRACT PERIOD: From July 1, 2007 to June 30, 2008

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

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

CONTRACTED SERVICE	CONTRACTED AMOUNT
Operating:	\$4,600.00

The CONTRACTOR, also known as the provider agency, as an independent contractor, shall perform the necessary services as described herein. CONTRACTOR agrees to prepare and furnish such reports and data as may be requested by the COUNTY. Both CONTRACTOR and COUNTY are bound by applicable Federal Statutes and Regulations, Oregon Statutes and Administrative Rules and Benton County Ordinances and Regulations. Both the COUNTY and CONTRACTOR are bound by the terms of the Special Transportation Fund agreement for FY 05-06 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 05-06 funding, and such application is made a part of this agreement (Exhibit B) by this reference.

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

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

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

## **Payments**

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

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

Payments will be made by check to:

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

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

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

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

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

## **Quarterly Reports**

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

## **Withholding of Payments**

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

**Audits and Inspections**

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

**Indemnification**

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

**Non-Discrimination**

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

**Insurance**

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract. It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages:

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

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

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

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

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

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

CONTRACTOR agrees to deposit with the COUNTY, at the time it returns the executed contract, Certificates of Insurance, including endorsements as relate to Clauses A and B or a Binder of Insurance, if the policy has expired, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and binders thereof on deposit with the COUNTY during the entire term of this contract.

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

### **Termination**

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or otherwise violates any of the terms of this agreement, COUNTY may terminate the agreement by giving CONTRACTOR written notice stating the reason for the termination. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall submit a report of total expenditures for the revised contract period. There shall be deducted from such amount the amount of damage, if any, sustained by COUNTY due to the breach of the agreement by CONTRACTOR. Any COUNTY funds not obligated at the date of termination or cancellation shall revert to the COUNTY according to instructions furnished by the COUNTY

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

CONTRACTOR

BENTON COUNTY

\_\_\_\_\_  
Signature Date

Richard R. Ebbert  
Type Name

Economic Development Director  
Title

\_\_\_\_\_  
Signature Date

Roger M. Irvin  
Type Name

Public Works Director and Contracting Officer  
Title

Approved as to form:

\_\_\_\_\_  
County Counsel