

RESOLUTION NO. 5934

A RESOLUTION ACCEPTING THE 2010-2011 LINN COUNTY INTERGOVERNMENTAL AGREEMENT FOR FUNDING THE DEVELOPMENT OF A BUSINESS PLAN TO ASSIST THE LINN-BENTON LOOP.

WHEREAS, Linn County has submitted the 2010-2011 Intergovernmental Agreement (IGA) to assist in the development of a business plan for the Linn-Benton Loop Transit System; and

WHEREAS, the Linn-Benton Loop Commission believes that a business plan and study will help to better define the roles of the Loop partners and the legal status of the group; and

WHEREAS, the IGA includes \$5,000 to be paid upon the completion of the draft business plan for the Linn-Benton Loop; and

WHEREAS, the City of Albany is the designated operator for the Linn-Benton Loop Transit System and Albany 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 local 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 Linn County funding support for a total of \$5,000 for fiscal year 2010-2011; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these funds and authorizes the Public Works Director to execute the agreement and conditions for their acceptance.

DATED AND EFFECTIVE THIS 11TH DAY OF AUGUST 2010.

ATTEST:


Mayor


City Clerk

INTERGOVERNMENTAL AGREEMENT
(Resolution & Order No. 2010-148)

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, of PO Box 490, Albany OR, 97321, a political and subdivision of the State of Oregon (Contractor), whose Federal Employer Identification No. is 93-6002114.

PROGRAM ABSTRACT: Funding from Oregon Special Transportation Fund Operating Grant (STO) for to assist in the development of a business plan to assist the Linn-Benton Loop in improving service to seniors and persons with disabilities.

TOTAL CONTRACTOR SUM: Up to \$5,000

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, 2009, and shall terminate on June 30, 2011, 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 \$5,000 upon the completion of the draft plan. **Payment to Contractor is contingent upon County receiving STO 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 other wise determined by the Linn County Board of Commissioners (upon recommendation by the Transportation Advisory Committee).**
3. **Contractor services:** Contractor agrees to perform transportation services as described in Exhibit A (STO Application) to the satisfaction of the County.
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. 09WALB 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 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. 09LALB, 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:
 - i. ORS 279B.220, 279B.225, 279B.230, 279B.235 which are incorporated by reference;
 - ii. Title VI of Civil Rights Act of 1964;
 - iii. Title V and Section 504 of the Rehabilitation Act of 1973;
 - iv. 49 CFR Parts 37 and 38 of the Americans with Disabilities act of 1990;
 - v. ORS 659A.142
 - vi. All regulations and administrative rules established pursuant to the foregoing laws;

- vii. 49 CFR 27.9 (Nondiscrimination on the Basis of Handicap in programs and Activities Receiving and Benefitting from Federal Financial Assistance which implements the Rehabilitation Act of 1973), as amended;
 - viii. ORS 391.800 through 391.830; and
 - ix. 732-005-000 through 732-005-0081.
- b. Comply with financial management procedures in accordance with ORS 391.820 through 391.830 and OAR 732-030-005 through 732-030-0035.
 - c. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above.
 - d. Provide County with quarterly reports. Reports are due within twenty-one (21) days following the end of each quarter.
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. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
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.

LINN-BENTON LOOP

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

Wes Hare
Signature

Wes Hare
Name, Typed or Printed

City Manager
Title

8-12-10
Date

[Signature]
Roger Myquist, Chairman

[Signature]
John K. Lindsey, Commissioner

[Signature]
William C. Tucker, Commissioner

6/9/10
Date

APPROVED AS TO CONTRACT TERMS:

[Signature]
Mark Volmert
Special Transportation Staff

APPROVED AS TO FORM:

[Signature]
Thomas N. Corr
County Attorney for Linn County



PUBLIC TRANSIT DIVISION
JOBS & TRANSPORTATION ACT TRANSIT PROGRAM ~~(5310)~~ **STO**
GRANT APPLICATION
2009-2011

CHECKLIST OF INCLUDED ITEMS

Please read instructions before completing this form.

Please review and complete this checklist after completing the accompanying application and budget forms.

Check application and budget forms you have completed and included in this application:

- Section 1: Applicant information** (this section to be completed by all applicants.)..... Page 1
New or renewal non-profit applicants only, attach:
 - Organization's articles of incorporation
 - Corporate bylaws
 - 501(c)3 approval letter from the Internal Revenue Service
 - Description of transportation services, including other grants
- Section 2: Purchased Services**
 - Part A--Purchased services Page 2
 - Budget sheet A Page 3
- Section 3: Mobility Management**
 - Part B--Mobility management project Page 4
 - Budget sheet B Page 5
- Section 4: Capital projects**
 - Part C--Vehicles
 - Replacement vehicles Page 6
 - Expansion vehicles Page 7
 - Part D--Capitalized vehicle preventive maintenance..... Page 8
 - Maintenance plan attached
 - Part E--Equipment..... Page 9
 - Part F--Signs and other amenities Page 10
 - Part G--Passenger shelters Page 11
 - Documented Categorical Exclusion Worksheet attached
 - Part H--Facilities (bus barns and other buildings) Page 12

Please submit only the forms you have completed and that have been checked on this list. Additional pages may be discarded.

By my signature below I certify that the attached application and budget forms checked above are complete and accurate to the best of my knowledge, and that I have been authorized to submit this application on behalf of this organization.

NAME OF AGENCY OR ORGANIZATION Linn County (on behalf of Linn-Benton Loop)		
PRINT NAME AND TITLE Roger Nyquist, Chairman Board of Commissioners	SIGNATURE X	DATE 10/28/2009



**PUBLIC TRANSIT DIVISION
 JOBS & TRANSPORTATION ACT TRANSIT PROGRAM (5310)
 GRANT APPLICATION
 2009-2011**

Please read instructions before completing this application.

Section 1: Applicant information

AGENCY NAME (LEGAL) Linn County (on behalf of Linn-Benton Loop)	FEIN 93-600-2305	PHONE 541 924-8430	FAX 541 067-4651
AGENCY NAME (DBA)	CONGR. DISTRICT/UZA 4	AGENCY WEB SITE URL www.co.linn.or.us	
MAILING ADDRESS (STREET OR P.O. BOX) Linn County Board of Commissioners, P.O. Box 100		CONTACT PERSON NAME AND TITLE MarkVolmert	
CITY, STATE, ZIP Albany OR 97321		CONTACT PERSON E-MAIL ADDRESS mvolmert@ocwcog.org	

Check applicable: New applicant (New applicants include New Applicant Additional Information; see below.)
 Renewal applicant (Renewal applicants have not applied since 2005 or before.)

Provide the following information if this is a new application. Otherwise, skip to Page 2.

1. Recipient agency status: Public entity Tribe Private non-profit Private for-profit
2. Is the recipient agency a transportation provider? Yes No
 If no, explain:

DETAILS (ESTIMATED MAXIMUM 120 WORDS)
 Linn County does not provide direct transportation services. Linn County serves as the local STF agency, as well as the recipient of federal and state grants which are passed to subrecipient agencies that provide transportation services. As the STF agency, Linn County is responsible for the development and the implementation of the Coordinated Public Transit-Human Services Transportation Plan. The county also provides management, fiscal and technical advisory services to local transportation providers.

3. Transportation provider's service type (check all applicable):
 Open to the general public at all times
 Open to the general public on a space-available basis
 Limited to defined clientele (Example: foster home residents)
 Open to seniors and people with disabilities
 Other, identify: See item #2 above

4. Provide the following service data:

	Actual FY 2008-09	Estimated FY 2009-10	Estimated FY 2010-11
Annual one-way trips (all trips)	N/A	N/A	N/A
Annual one-way trips provided to seniors and people with disabilities	N/A	N/A	N/A

New Applicant Additional Information

For private non-profits only: Provide copies of the organization's articles of incorporation, corporate bylaws, and approval letter from the Internal Revenue Service.

Section 3: Mobility Management
Part B: Mobility Management Project

- 1. Project type (select one)
 - Mobility manager (see application instructions)
 - One-stop referral center
 - Trip/itinerary planning
 - Travel/mobility training
 - Internet-based information
 - Information materials/marketing

- Planning for coordinated system
- Other (describe)

DESCRIBE OTHER (ESTIMATED MAXIMUM 40 WORDS)
 Includes development of business plan for Linn-Benton Loop.

2. Project description:

DESCRIPTION (ESTIMATED MAXIMUM 200 WORDS)
 Consistent with high priorities of the Linn County Coordinated Plan, assist the Linn-Benton Loop in the development of a transit services and business plan in order to strengthen the ability of the Linn-Benton Loop's ability to provide an estimated 100,000 annual rides including 5000 rides to seniors and more than 15,000 annual rides to people with disabilities. The plan, which will include organizational and fiscal items, will be developed in partnership with other Linn-Benton Loop agencies.

The funds will be allocated to the Linn-Benton Loop but since the Linn-Benton Loop is not a legally organized fiscal agent, the funds will be forwarded with to the City of Albany (on behalf of the Linn-Benton Loop) or to the agency that is selected to prepare the plan.

3. Number of estimated customer contacts or customers trained
 or describe method to measure output from project:

NUMBER
N/A

DESCRIBE METHOD (ESTIMATED MAXIMUM 20 WORDS)
 Development of transit and business plan.

4. Project is derived from a local Coordinated Plan. Page:

PAGE NUMBER
Chapter 3,4,5

Date plan adopted:

DATE
6/9/2009

5. Complete Budget Sheet B.

Lines 5a, 5b, and 5c below will fill and calculate automatically using information from Budget Sheet B.
 Note match source.

a. Total project cost (Fills from Grand Total field on Budget Sheet B)	\$	5,000
b. Match amount (Line 5a x 0.1027)	\$	544
Match source: _____		
c. Total project cost less match amount (Line 5a – Line 5b).....	\$	4456

5,000

6. Is this project part of a group of activities or projects that are dependent on each other? Yes No
 (For example, a new transit service that requires capital and operating funds) If yes, provide details:

DETAILS (ESTIMATED MAXIMUM 100 WORDS)

Budget Sheet B: Mobility Management

Provide current and estimated operating expenses for your proposed project.

		Estimated for this project 2009-2010	Estimated for this project 2010-2011
1.	Project administration expense		
2.	Personal services (wages and benefits)		
3.	Facility (rent, janitorial, utilities, etc)		
4.	Insurance		
5.	Professional services		
6.	Services and supplies (IT, travel, office expense, telecommunications, etc.)		
7.	Other (list): Item – Allocation to Linn-Benton Loop	\$5,000	
8.	Item –		
9.	Item –		
10.	Durable equipment less than \$5,000		
11.	Item –		
12.	Item –		
13.	Item –		
14.	Item –		
15.	Subtotals	\$5,000	\$0
		Grand Total	\$5,000