

A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO AN)
AGREEMENT WITH OREGON DISTRICT 4)
COUNCIL OF GOVERNMENTS FOR)
DIAL-A-BUS SERVICES TO ELDERLY.)

RESOLUTION NO. 30
for 1977

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON
AS FOLLOWS:

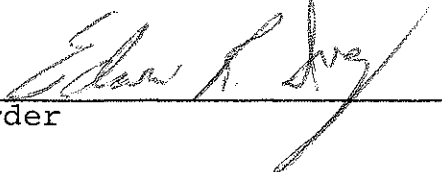
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an agreement with Oregon District 4 Council of Governments to provide transportation services five days per week for elderly residents of the City of Lebanon, and to provide for the receipt and disbursement of funds to partially finance the Dial-A-Bus through the Oregon State Program on Aging under Public Law 94-135, the Older Americans Act, as amended 1975. A copy of said agreement is attached hereto.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 27 day of July, 1977.



Mayor

ATTEST:



Recorder

SCHEDULE

I. The Contractor agrees to:

- A. Provide services for persons aged 60 and over as described in the attached Plan, Exhibit I and dated April, 1977.
- B. Utilize during this contract period any fees or contributions which may be collected, per attached budget, Exhibit II.
- C. Cooperate with OD4COG in efforts to coordinate the service with other appropriate services.
- D. Evaluate the service and obtain evaluations from clients.
- E. Cooperate with OD4COG in its monitoring and evaluation of the service, cost and effectiveness.
- F. Provide non-federal matching funds as specified in the attached Budget, Exhibit II.

II. Consideration

- A. As consideration for the services provided by the Contractor, OD4COG will reimburse the Contractor for actual, reasonable, allocable costs, an amount not to exceed \$ 4,000 in order to partially finance the service (\$2,500 Title III, \$1,500 Title VII).
 - 1. Funds shall be expended by the Contractor in accordance with the attached Budget, Exhibit II. Expenditures may be made only on those items enumerated in the Budget.
 - 2. Changes may be made in the attached Budget in accordance with federal regulation 45CFR74.
 - 3. Reimbursement for authorized expenditures under this contract shall be paid on a monthly basis upon receipt of properly completed and timely reports.
 - 4. Upon presentation of appropriate documentation, OD4COG will allow the Contractor a credit in lieu of cash for the required

matching non-federal funds in the amount specified in the attached Budget, Exhibit II.

5. Any funds not obligated as of the last day of this contract and not expended within 60 days thereafter, shall be returned to OD4COG or may be credited against a subsequent agreement at the discretion of OD4COG.

B. As further consideration, OD4COG (Area Agency on Aging) agrees to:

1. Provide technical assistance.
2. Provide information on appropriate staff development and training events.
3. Coordinate the service with other appropriate services.
4. Determine information to be contained in program report with the advice of Contractor's staff.
5. Monitor the service under this contract through review of monthly program and financial reports, periodic consultation with supervisor, and observation of operations.
6. Interpret applicable program standards, regulations and procedures.
7. Review financial records and determine that all charges against this contract are in accordance with this contract and applicable federal regulations.
8. Compile appropriate program and financial records and submit reports to the State Program on Aging.

GENERAL PROVISIONS

Extent of Agreement

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto.

II. Payment as Sole Monetary Obligation of OD4COG

Payment as provided herein shall be the sole monetary obligation of the OD4COG. Unless otherwise specified, the responsibility for payment of all federal and state income taxes, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

III. Licensing and Program Standards

The Contractor agrees to comply with all applicable state, county, municipal, or OD4COG standards for licensing, certification, and operation of services and required facilities.

IV. Contractor-Client Relationship

The Contractor will notify OD4COG of all grievances which it is not able to resolve.

V. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a consumer of services provided under this Contract, for any purpose not directly connected with the administration of OD4COG's or the Contractor's responsibilities with respect to such purchased services is prohibited except on written consent of OD4COG, the recipient, her/his attorney, or her/his legally appointed representative. The Contractor agrees to include this provision in all subcontracts, if any.

VI. Equal Employment Opportunity

The Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will immediately notify OD4COG of any complaint and determine any action which may be required in regard to the complaint.

VII. Civil Rights of Clients

The Contractor agrees it will not, on the grounds of race, color, or national origin, treat any client differently from any other client with respect to the total range of services it provides, or the criteria it uses in determining eligibility for those services.

VIII. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures

The Contractor agrees to maintain books, records, and documents, and accounting procedures and practices which properly reflect all costs expended in the performance of this contract. The Contractor agrees to maintain financial records for Older Americans Act funds separate from other accounts. These records shall be made available at all reasonable times to OD4COG, Federal, State and other personnel duly authorized by OD4COG. The Contractor agrees to include these requirements in all approved subcontracts.

- A. The Contractor agrees to submit to OD4COG a report of annual audits.
- B. The Contractor agrees to manage funds provided under this contract in accordance with OMB Circular A-102, promulgated by DHEW in 45 CFR 74 and as specified in this contract.

IX. Program Records, Controls, Reports, and Monitoring Procedures

The Contractor agrees to maintain program records including

statistical records, and to issue reports as identified in this Contract. The Contractor also agrees that an on-site assessment, including meetings with consumers, review of service records, review of service policies and procedures, review of staffing and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by OD4COG, State and Federal personnel and other persons duly authorized by OD4COG. The Contractor agrees to include these requirements in all approved subcontracts.

X. Retention of Records

The Contractor agrees to retain all books, records and other documents relevant to this agreement for three years after the end of the fiscal year during which they were created and any longer period which may be required to resolve any pending audit findings, in accordance with 45CFR 74.

XI. Subcontracting

The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from OD4COG (which approval shall be attached to the original Contract). Prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and services which are incidental but necessary for the performance of the work required under this Contract. No provision of this clause and no such approval by OD4COG of any subcontract shall result in any obligations of OD4COG in addition to the total grant award as specified in the schedule of this contract.

XII. Renegotiation or Modification

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to

writing, duly signed, approved as required by the Contractor and OD4COG and attached to the original of this Contract.

XIII. Excuses for Non-Performance

Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

XIV. Termination

This Contract may be terminated by mutual consent of both parties; or by either party upon 60 days notice, in writing and delivered by certified mail or in person.

OD4COG may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by OD4COG, under any of the following conditions:

- A. If reimbursement to OD4COG from Federal, State or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the Contract may be modified to accommodate a reduction in funds.
- B. If Federal or state laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Contract.
- C. If the services under this Contract are no longer required and are not being obtained.

OD4COG may terminate the whole or any part of this agreement by written notice of default to the Contractor:

- A. If the Contractor fails to provide services called for by this

Contract within the time specified herein or any extension thereof; or

- B. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the OD4COG, fails to correct such failures within 30 days or such longer period as the OD4COG may authorize.

If this Contract is terminated, such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XV. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to a modification of the terms of the Contract unless stated to be such in writing, signed by and authorized by a representative of OD4COG and attached to the original Contract.

XVI. Indemnification

OD4COG will, under no circumstances, be deemed an employer of any staff member, or other person providing direct or indirect services for or under Contractor, and Contractor covenants and agrees to indemnify, defend against, and hold OD4COG harmless for any claim or other liability imposed on OD4COG, whether for employer status, or liability for any acts or omissions of Contractor or its personnel of any nature whatsoever. Provided however, this paragraph shall not apply to liability, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of OD4COG or any of its

officers, employees, agents or representatives. In the event of any action, suit or proceeding brought against OD4COG upon any matter herein indemnified against, said OD4COG shall as soon as practicable cause notice in writing thereof to be given to the Contractor by certified mail.

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Lebanon

hereinafter called the "Applicant")

(Name of Applicant)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L., 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated July 28, 1977

City of Lebanon

(Applicant)

BY

W. F. Spivey

, Mayor

(President, Chairman of Board, or
comparable authorized official)

PLAN FOR OPERATION OF LEBANON DIAL-A-BUS, 1977-78

Objective(s):

1. During the fiscal year 1977-78 the City of Lebanon will provide 8,000 rides for elderly residents of the City of Lebanon to health services, the nutrition program and other essential destinations.

Description of Services:

The Lebanon Senior Dial-A-Bus will provide door-to-door transportation for the elderly (55+) and handicapped residents of the City of Lebanon upon request. Individuals will request the service one day in advance by calling bus dispatcher located at the Senior Center. In accordance with the objectives, the Senior Services Director will direct dispatchers to assign priority to those individuals who are of the "target group" and request transportation to health services and secondly elderly nutrition program. Other priorities for scheduling requests may be determined by the director in consultation with the Advisory Board. Occasionally, the director may schedule transportation for special programs and trips for senior center programs.

The service will operate 5 days per week not less than 7 hours per day. Hours of operation will be expanded as the need arises.

Passengers will not be charged a specific fee, however, donations are strongly encouraged to offset operational costs.

Reaching Target Populations:

Emphasis will be placed on informing target population through such media as posters located throughout the community, stories in local papers, church bulletins, brochures distributed through outreach workers, and flyers to be distributed at appropriate senior group meetings and places they may frequent including social service agencies.

Publicizing Services:

Continue to develop a mailing list in cooperation with other agencies in identifying those individuals of low income, isolation, lack of mobility and/or disabled and the extreme age brackets. Individuals on such list would periodically receive information concerning the bus system and operational procedures. Senior Center calendar includes information of bus service.

April, 1977

Staff Training:

Orientation for manager will include visitation to comparable transportation services in the state and consultation with the AAA. Job training will include participation at appropriate training sessions. Manager will orient drivers and dispatchers to service and provide courses as needed.

Evaluation:

A quarterly client evaluation questionnaire is administered to participants by staff and results are reviewed by the Advisory Board. A questionnaire will be personally given to the participants over a period of one week. Questionnaire will be repeated quarterly.

Lebanon Dial-A-Bus

Coordination

Services	Where applicable, describe specifically how proposed service will be coordinated with those listed.
a. Outreach	1.
b. Transportation (Dial-A-Bus, etc.)	2. coordination with Linn County Bus system with transfers to and from at the Senior Center.
c. Information and Referral	3. list with I&R with referral of Lebanon residents encouraged.
d. Nutrition Program	4. Second priority given to seniors requesting ride.
e. Supplemental Security Income Program	5. will encourage SSA staff to acquaint seniors with system and encourage referrals.
f. Homemaker	6. make info. available to and provide publicity of.
g. Senior Centers	7. Center used as depot, schedule for occasional center activities.
h. R.S.V.P. and/or Volunteer Coordinator	8. provide job description for drivers and dispatchers to facilitate recruitment.
i. Public Welfare	9. acquaint Welfare with bus system.
j. Health Screening	10. and health services #1 priority.
k. Legal Aid	11.
l. Others:	12.

Dial-A-Bus
Lebanon Senior Service

TASK BY TIME CHART OF PROJECT OPERATIONS
(months)

Objective and Action Steps	1	2	3	4	5	6	7	8	9	10	11	12
Objective # <u>1</u>						[3500]			[6000]			[8000]
Maintain and expand use of existing service as measured by [8000] duplicated & (300) unduplicated.						(200)			(250)			(300)
Action Steps												
1) prepare mailing list for target population.		→										
2) boost publicity and circulate flyers and posters.			→									
3) expand bus operation to be utilized for weekend excursions				→								
Objective # <u>2</u>												
Increase the number of regular drivers and dispatchers- provide them with adequate training and recognition.												
Action Steps												
1) recruitment of volunteers		×	×	×	×	×	×	×	×	×	×	×
2) training of volunteers		×	×	×	×	×	×	×	×	×	×	×
3) recognition of volunteers												×

OREGON DISTRICT 4

BUDGET SUMMARY FOR SUPPORTING AND GAP-FILLING SERVICES

SERVICE: LEBANON SENIOR DIAL-A-BUS

Grant Period: July 1, 1977 - June 30, 1978

Line No.	Expense Category	Estimated Cost
1.	Personnel	\$ 11406
2.	Fringe Benefits	\$ 1431
3.	Travel (Staff)	\$ 100
4.	Travel (Other)	\$ 50
5.	Equipment	\$ 120
6.	Rent	\$ 300
7.	Communications	\$ 200
8.	Supplies	\$ 220
9.	Maintenance and Repair	\$ 300
10.	Printing and Duplication	\$ 120
11.	Postage	\$ 100
12.	Consultant	\$ 0
13.	Audit	\$ 0
14.	Other	\$ 1280
15.	Total Costs	\$ 15627

RESOURCES:

18.	Program Income, if any.	\$ 1200
19.	Non-Federal Matching Funds*	\$ 10427
20.	Title III Funds Requested (Total Lines 1 + 2)	\$ 2500
21.	Other Federal Funds, if any (CSA, CETA, Revenue Sharing, etc.)	\$ 1500
22.	TOTAL RESOURCES (Line 22 must agree with Line 15)	\$ 15627

*Explanation of Sources of Non-Federal Matching Funds:

Source	Amount
City General Fund	\$ 4327
Volunteers (in kind)	\$ 5600
Telephone, office space (in kind)	\$ 500

FEDERAL
 DETAILED EXPLANATION OF BUDGET FOR Senior Dial-A-Bus SERVICE

July 1, 1977 thru June 30, 1978

Category	O.A.A. (1) Title III Funds Requested	Non-Fed. (2) Matching Funds	Total (3) Column (1) + Col. (2)	Other (4) Fed. Funds* Title VII	Program (5) Income	Total (6) Expense (3)+(4)+(5)	Explanation of Expenditures: <u>Underscore Fed. expenditures</u> Use (parentheses) for in-kind expenditures
Personnel	2500	7906	10406	1000	0	11406	Provide explanation on attached sheet "Personnel Expenses."
Fringe Benefits	0	1431	1431	0	0	1431	% used to compute fringe benefits <u>15%</u>
Travel (Staff)	0	100	100	0	0	100	<u>14¢</u> (rate) per mile; <u>714</u> miles for <u>1</u> persons
Travel (Other)	0	50	50	0	0	50	<u>14¢</u> (rate) per mile; <u>357</u> miles for <u>3</u> persons
Equipment	0	0	0	0	120	120	45 warning sign, 50 new Itemize: step, 25 step light.
Rent	0	300	300	0	0	300	space @ 25/month - (300)
Communica- tions	0	200	200	0	0	200	telephone (200)
Supplies	0	220	220	0	0	220	office supplies 220
Maintenance and Repair	0	0	0	0	300	300	repair parts 100 labor 200
Printing & Duplication	0	120	120	0	0	120	advertisement 120
Postage	0	100	100	0	0	100	postage 100
Consultant	0	0	0	0	0	0	
Audit	0	0	0	0	0	0	
Other	0	0	0	500	780	1280	Itemize: insurance 500, gasoline 780
Total	2500	10427	12927	1500	1290	15627	

venue Sharing, CSA, CETA, etc. NOTE: Other funds and program income cannot be used as non-federal match.

PERSONNEL EXPENSES (DETAIL)

LEBANON SENIOR DIAL-A-BUS Service

Working Title	No. of Positions	FTE*	Annual Salary Rate	Funding Source for Salaries
Manager	1	.5	\$11,406	City Gen. Fund Title III Title VII
Full-Time Equivalent Positions. (Divide total months to be worked by 12 and carry out to second decimal point.)				