

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. 42  
for 1978

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 92-135, the Older Americans Act, as amended 1975. A copy of said agreement is attached hereto.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 12<sup>th</sup> day of July, 1978.

W. F. Spires  
Mayor

ATTEST:

Edwin R. Jorg  
Recorder

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  
(Name of Applicant)

hereinafter called the "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 18, 1978

City of Lebanon  
(Applicant)

BY

*W. F. Lewis*  
(President, Chairman of Board, or  
comparable authorized official)

C O N T R A C T

By and Between

Oregon District 4 Council of Governments

and

City of Lebanon

THIS AGREEMENT, made and entered into this first day of July, 1978, by and between Oregon District 4 Council of Governments (hereinafter called OD4COG) and City of Lebanon (hereinafter called Contractor) and shall cover the period from July 1, 1978 through June 30, 1979.

WITNESSETH:

I. Purpose of Agreement: The purpose of this agreement is to provide transportation services 5 days per week for elderly residents of the City of Lebanon, as described in the attached plan, and to provide for the receipt and disbursement of funds to partially finance Dial-A-Bus.

II. Content of Agreement: The agreement includes the following, which are attached hereto:

<u>Document</u>	<u>Pages</u>
Schedule	2 - 4
General Provisions	5 - 10
Civil Rights Compliance	11
Plan, Exhibit A	12 - 13
Budget, Exhibit B	14 - 16

AGREED:

AGREED:

OREGON DISTRICT 4 COUNCIL OF GOVERNMENTS

City of Lebanon

" CONTRACTOR

by William R. Hoagman  
Executive Director

by W.F. Spires

Date June 29, 1978

Date July 18, 1978

Approved as to Form:

Ronald L. Reinebach  
Ronald L. Reinebach, Attorney

## SCHEDULE

### I. The Contractor agrees to:

- A. Provide services for persons aged 60 and over as described in the attached Plan, Exhibit A and dated June, 1978.
- B. Utilize during this contract period any fees or contributions which may be collected, per attached budget, Exhibit B.
- 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 B.

### 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 \$1,500 in order to partially finance the service.
  - 1. Funds shall be expended by the Contractor in accordance with the attached Budget, Exhibit B. 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. To assure maximum use of all available funds, OD4COG will conduct a mid-term review of all its contractors' financial reports, as part of its monitoring responsibilities. At the time of this review, OD4COG and the Contractor must determine whether all grant funds allocated to this contract will be used during the contract term. If it reasonably appears that there may be a carryover in excess of 10% of the grant award, OD4COG and the Contractor agree to renegotiate the amount of funding under this contract, so that excess funds may be used to provide other services. In absence of agreement, OD4COG may unilaterally decide upon an appropriate adjustment which will be binding on OD4COG and the contractor.
  5. Upon representation 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 B.
  6. 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 reports with the advice of Contractor's staff. Supply financial and program report forms to contractor.
  5. Monitor and assess 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 Office of Elderly Affairs.

## GENERAL PROVISIONS

### I. 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 and Insurance

The Contractor agrees to comply with all applicable national, state, county or municipal or local standards for licensing, certification, and operation of services and required facilities and to maintain adequate insurance coverage of various types to meet requirements of law and the prudent person concept.

### 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 grant 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. Personnel Policies

The Contractor shall maintain a documented system of personnel policies and procedures that shall include, but not be limited, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, and other related personnel practices. A copy of the policies and procedures shall be made available to OD4COG upon request.

XII. 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.

XIII. 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, except as provided in Section II A4 of the Schedule.

XIV. 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.

XV. 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 accomodate 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.

XVI. 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.

XVII. 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.

XVIII. Assignment of Contract

The contractor shall not assign this Contract without prior written approval of OD4COG (which shall be attached to the original contract) and subject to such conditions and provisions as OD4COG may deem necessary. No such approval by OD4COG of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of OD4COG in addition to the total agreed upon price.

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  
(Name of Applicant)

hereinafter called the "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 \_\_\_\_\_

City of Lebanon  
(Applicant)

BY \_\_\_\_\_

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

## Plan for Operation of Lebanon Dial-A-Bus, 1978-79

Objective(s):

1. Provide 14,000 free or low cost rides for 400 different seniors, 7,000 duplicated low income, within the City of Lebanon during the period July 1, 1978-June 30, 1979.
2. Give top priority to target group seniors requesting transportation to health services and the elderly Nutrition Program.

Description of Services:

The Lebanon Senior Dial-A-Bus will provide door-to-door transportation for the elderly residents of the City of Lebanon upon request. Seniors will request service one day in advance by calling the transportation office at the senior center. In accordance with the objectives, the Senior Services Director will see that dispatchers give priority to those seniors who are target group members and request transportation to health services and secondly to the 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 the senior center. Dispatchers will continue to use the two-way radio to expedite service.

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.

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

Reaching Target Populations:

Emphasis will be placed on informing target population through such media as posters, stories in newspapers, church bulletins, flyers, etc.

Publicizing Services:

Will 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 extreme age brackets.

Staff Training:

Manager will orient drivers and dispatchers to service and provide courses as necessary. Manager will participate in meetings with transportation managers of similar services. Job training will include participation of training sessions.

Evaluations:

Twice yearly an evaluation questionnaire is distributed to participants. Periodically the Lebanon Area Senior Center Advisory Board reviews it and presents suggestions for improvement.

Participants will respond to questionnaire administered on the bus.

Lebanon Dial-A-Bus

Coordination

---

Services	Where applicable, describe <u>specifically</u> how proposed service will be coordinated with those listed.
a. Outreach	1. Outreach workers inform "target" population about bus service.
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 information available to and provide publicity of.
g. Senior Centers	7. Center used as depot, schedule for occasional activities.
h. R.S.V.P. and/or Volunteer Coordinator	8. Provide job description for drivers and dispatchers to facilitate recruitment.
i. AFS	9. Acquaint AFS with bus system. Respond to their referrals.
j. Health Screening and Counseling	10. And health services #1 priority.
k. Friendly Visitor Telephone Reassurance	11. Provide transportation and information of such.
l. Legal Aid	12. Provide information.
m. Weatherization	13. Provide information.
n. Neighbor to Neighbor	14. Provide information.
o. Others:	15.

BUDGET SUMMARY FOR SUPPORTING AND GAP-FILLING SERVICES

SERVICE: Lebanon Senior Dial-a-Bus Grant Period: July 1, 1978 - June 30, 1979

Line No.	Expense Category	Estimated Cost
	Personnel	\$ 11834
	Fringe Benefits	\$ 1725
	Travel (Staff)	\$ 150
	Travel (Other)	\$ 0
	Equipment	\$ 120
	Rent	\$ 300
	Communications	\$ 100
	Supplies	\$ 200
	Maintenance and Repair	\$ 350
	Printing and Duplication	\$ 100
	Postage	\$ 100
	Consultant	\$ 0
	Audit	\$ 550
	Other	\$ 1100
	<b>Total Costs</b>	<b>\$ 16629</b>

**SOURCES:**

Program Income, if any.	\$ 2000
Non-Federal Matching Funds*	\$ 13129
Title VII Funds Requested (Total Lines 1 + 2)	\$ 1500
Other Federal Funds, if any (CSA, CETA, Revenue Sharing, etc.)	\$ 0
<b>TOTAL RESOURCES (Line 22 must agree with Line 15)</b>	<b>\$ 16629</b>

**\*Explanation of Sources of Non-Federal Matching Funds:**

Source	Amount
Volunteers	\$ 5600
City of Lebanon	\$ 7529
<b>Total</b>	<b>\$ 13129</b>



Lebanon Senior  
 DETAILED EXPLANATION OF BUDGET FORDial-A-Bus SERVICE

July 1, 1978 thru June 30, 1979

Expense Category	O.A.A. (1) Title VII Funds Requested	Non-Fed.(2) Matching Funds	Total (3) Column (1) + Col. (2)	Other (4) Fed. Funds*	Program(5) Income	Total (6) Expense (3)+(4)+(5)	Explanation of Expenditure Underscore Fed. expenditure Use (parentheses) for in- expenditures
1. Personnel	1500	4734 <del>15600</del> 10334	11834	0	0	11834	Provide explanation on at- sheet "Personnel Expenses"
2. Fringe Benefits	0	1725	1725	0	0	1725	% used to compute fringe benefits <u>30</u> %
3. Travel (Staff)	0	150	150	0	0	150	<u>.14</u> (rate) per mile; <u>10</u> miles for <u>1</u> persons
4. Travel (Other)	0	0	0	0	0	0	<u>    </u> (rate) per mile; <u>    </u> miles for <u>    </u> persons
5. Equipment	0	120	120	0	0	120	Itemize: warning lights bar
6. Rent	0	(300)	300	0	0	300	office space at 25 per month.
7. Communica- tions	0	(100)	100	0	0	100	telephone
8. Supplies	0	200	200	0	0	200	office supplies
9. Maintenance and Repair	0	0	0	0	350	350	vehicle maint. & repair
10. Printing & Duplication	0	100	100	0	0	100	flyer-publicity
11. Postage	0	100	100	0	0	100	bulk mail of bus flyers
12. Consultant	0	0	0	0	0	0	
13. Audit insurance	0	0	0	0	550	550	vehicle insurance
14. Other petroleum	0	0	0	0	1100	1100	Itemize: gasoline & oil
15. Total	1500	13129	14629	0	2000	16629	

\*Revenue 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
Director/Manager	1	.5	12,468	Title VII and City G.F.
Volunteers*	4		2.65 hr.	
Full-Time Equivalent Positions. (Divide total months to be worked by 12 and carry out to second decimal point.)				

\*1 Volunteer dispatcher }  
 3 Volunteer drivers        } - total \$5,600 year

C O N T R A C T

By and Between

Oregon District 4 Council of Governments

and

City of Lebanon

THIS AGREEMENT, made and entered into this first day of July, 1978,  
by and between Oregon District 4 Council of Governments (hereinafter called OD4COG)  
and City of Lebanon (hereinafter called Contractor) and  
shall cover the period from July 1, 1978 through June 30, 1979.

WITNESSETH:

- I. Purpose of Agreement: The purpose of this agreement is to  
provide transportation services 5 days per week for  
elderly residents of the City of Lebanon, as described  
in the attached plan, and to provide for the receipt  
and disbursement of funds to partially finance Dial-A-Bus.
- II. Content of Agreement: The agreement includes the following, which are  
attached hereto:

<u>Document</u>	<u>Pages</u>
Schedule	2 - 4
General Provisions	5 - 10
Civil Rights Compliance	11
Plan, Exhibit A	12 - 13
Budget, Exhibit B	14 - 16

AGREED:

AGREED:

OREGON DISTRICT 4 COUNCIL OF GOVERNMENTS

City of Lebanon

CONTRACTOR

by William R. Hargman  
Executive Director

by \_\_\_\_\_

Date June 29, 1978

Date \_\_\_\_\_

Approved as to Form:

Ronald L. Reinebach  
Ronald L. Reinebach, Attorney