



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-13

#2016-87 – Approving Interlocal Agreement with Hall County for Public Transportation Services

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney
Meeting: April 12, 2016
Subject: Public Transportation
Presenter(s): Jerry Janulewicz, City Attorney

Background

Public transportation service within the City of Grand Island and Hall County is provided by Senior Citizens Industries, Inc., utilizing State of Nebraska Rural Transportation funds received by Hall County. Commencing July 1, 2016, public transportation originating or terminating within the urbanized area of the City of Grand Island must be funded utilizing urban transportation funds from the Federal Transit Administration.

Discussion

The proposed Interlocal Agreement with Hall County would establish a joint public transportation system funded by County's rural transportation funds received from the State and the City's urban transportation funds. Transportation services will be provided by a single transportation provider through a contract with the city. The agreement is for a three year term.

Alternatives

The Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Interlocal Agreement through adoption of the Resolution as set forth.
2. Disapprove or /Deny the Resolution.
3. Modify the Resolution to meet the needs of the City Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the Resolution approving the Interlocal Agreement with Hall County for Public Transportation Services.

Sample Motion

Move to approve the Resolution authorizing and approving the Interlocal Agreement with Hall County for Public Transportation Services.

INTERLOCAL AGREEMENT
BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF
GRAND ISLAND, NEBRASKA
FOR PUBLIC TRANSPORTATION SERVICES

WHEREAS, under the provisions of the Interlocal Cooperation Act, NEB. REV. STAT. §13-801 *et seq.*, local political subdivisions may contract with one another for the performance of any governmental service, activity or undertaking that at least one of the contracting public agencies is authorized by law to perform; and

WHEREAS, the Parties hereto desire to enter into such a contractual agreement for the County of Hall and the City of Grand Island to undertake to cooperatively provide public transportation services within the City of Grand Island and the County of Hall.

NOW THEREFORE, the County of Hall, (“County”) and the City of Grand Island (“City”) agree as follows:

1. Purpose. The purpose of this Agreement is for County and City to provide public transportation services within the County of Hall and the City of Grand Island.
2. Term. This Agreement shall be for a term of three (3) years, commencing upon approval hereof by the parties’ governing bodies. This Agreement may be terminated by either party, for cause or for no cause, upon 90 days prior written notice to the non-terminating party.
3. Funding.
 - 3.1. City shall apply for transportation funds available from the Federal Transit Administration which, together with matching City provided funding, shall provide the source of funds for operation of the public transportation system for trips originating or terminating within the urbanized area of the City of Grand Island. Funds provided for public transportation by City and the grant funds provided from Federal Transit Administration shall together be referred to as “City Transportation Funds.”
 - 3.2. County shall apply for transportation funds available from the Nebraska Department of Roads which, together with matching County provided funds, shall provide the source of funds for operation of the public transportation system for trips originating or terminating within the area of Hall County that is not included within the urbanized area of the City of Grand Island. Funds provided for public transportation by County and the

grant funds provided from Nebraska Department of Roads shall together be referred to as “County Transportation Funds.”

- 3.3. City Transportation Funds and County Transportation Funds shall be utilized to provide a funding for a single public transportation provider contracted to provide public transportation services as defined herein. The parties shall provide accounting procedures and systems necessary to ensure and provide documentation of appropriate utilization of the City Transportation Funds and the County Transportation Funds.
4. Public Transportation Services; Objectives. The basic objectives of the Public Transportation Services program include:
 - a) Provide curb-to-curb/portal-to-portal public transportation in Hall County and the urbanized area of Grand Island;
 - b) Meet performance objectives established by the City;
 - c) Provide service that is safe, reliable, compliant with all service requirements, the Americans with Disabilities Act, and federal, state, and local regulations; and
 - d) Provide service in the most cost-effective and efficient manner.
5. County Buses. County’s current fleet of buses used to provide public transportation services shall be available for use by the contracted Public Transportation Services Provider to provide public transportation services within County and the urbanized area of the City of Grand Island.
 - 5.1. Insurance. The Public Transportation Service Provider (“Provider”) shall be required to
 - (i) obtain and maintain for the applicable contract term insurance on each Bus against all risks of loss or damage in an amount not less than the replacement cost of the Buses, without deductible and without co-insurance, (ii) obtain and maintain for the applicable contract term, comprehensive liability insurance covering personal injury of at least \$5,000,000 per person and property damage of at least \$5,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to County and City. Provider shall designate County and City, as their interests may appear, as loss payee on property insurance, and shall designate County and City additional insureds on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to County and City of certificates evidencing such insurance in effect through the contract term identifying the vehicle identification

number of each Bus, as applicable, along with, if requested by County or City, evidence satisfactory to County and City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to County and City before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect County's or City's right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to County and City of (1) loss, theft, or destruction of any Bus, (2) any damage to any Bus exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any Bus. In the event of damage to or loss or destruction of a Bus (or any component thereof), Provider shall, at the option of County and City, (a) promptly place such Bus in good repair, condition and working order, or (b) replace the Bus with a bus in good repair, condition and working order, acceptable to County and City, and shall transfer clear title to such Bus to the entity, County or City, holding title to the bus damaged, lost, or destroyed, whereupon such bus shall be subject to the applicable contract term. Liability coverage shall include coverage for loading and unloading passengers.

- 5.2. Indemnification. The Public Transportation Service Provider shall be required to indemnify, defend, and hold harmless County and City, and their officers, agents and employees, from any claim, suit, or cause of action, including claims for court costs and attorney fees, arising out of or related to the operation of the public transportation system and the operation of the buses pursuant to the approved public transportation services agreement.
- 5.3. Maintenance. The Public Transportation Services Provider shall be required to maintain County's bus fleet in a state of good repair.
- 5.4. Workers Compensation. The Public Transportation Services Provider shall maintain workers compensation coverage as required by law.
6. Grant Administration. County shall designate City as the grant administrator for purposes of preparing and submitting grant application requests and required periodic and special reports to County's transportation grant funding agency.
7. Procurement of Transportation Service Provider. City, on behalf of itself and as purchasing agent for County, shall take all necessary action for the solicitation of proposals, selection,

and contracting with a transportation services provider to provide the public transportation services within the boundaries of County and the urbanized area of the City of Grand Island. Provided, however, City shall submit the request for proposals to County Attorney for approval prior to publication. Copies of transportation services proposals received by City shall be provided to the County Attorney prior to selection thereof. A member of County's County Board of Supervisors shall participate in the selection of the successful transportation service provider.

8. Public Transportation Services Provider; Scope of Work; Minimum Requirements. In addition to the requirements set forth herein, the Public Transportation Services provided hereunder and the Public Transportation Services Provider shall meet or exceed the requirements as set forth in "Attachment A," attached hereto.
9. Records. City and County shall each maintain such periodic and special reports as required by the party's respective governing body and by the party's transportation grant funding agency.
10. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
11. Assignment. No Party may assign its rights under this Agreement without the express prior written consent of the other Party.
12. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
13. Waiver. Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
14. Notice. In further consideration of the mutual covenants contained herein, the Parties hereto

expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the Parties:

For City: City of Grand Island, Attn: Mayor, PO Box 1968, Grand Island, NE 68802.

For County: County Clerk, 117 South Pine Street, Grand Island, NE 68801

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed and dated receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by electronic means with a signed return receipt.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
16. Nondiscrimination. The Parties agree that in accordance with the Nebraska Fair Employment Act, NEB. REV. STAT. §48-1122 *et seq.*, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant, nor will they knowingly permit the selected public transportation service provider to do so. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
17. No Third Party Rights. This Agreement is not intended to, nor shall it provide third Parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
18. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that a Party or a Party's personnel, employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of another Party. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to

be the employee or agent of the other for any purpose whatsoever.

- 19. Acquisition, Ownership And Disposal Of Personal Property. All personal property acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property or fixture. In the event the Program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property.
- 20. Separate Entity. The parties agree that no separate entity is created by this Agreement.
- 21. Choice Of Laws. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, NEB. REV. STAT. §13-801 *et seq.*, as amended.
- 22. Entire Agreement. This Agreement shall constitute the entire agreement between the City and County relating to the public transportation services provided by and through this agreement. This agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each Party. Neither Party is empowered to alter any of the terms hereof except as provided herein.
- 23. Execution. This Agreement of the Parties hereto is expressed by the approval in open meeting by the City Council and County Board, and the following execution by the respective authorized representatives.

City of Grand Island, Nebraska

County of Hall

By: _____
Mayor Jeremy Jensen

By: _____
Scott Arnold, Chairman
Hall County Board of Supervisors

Dated: _____

Dated: _____

[attest]

[attest]

RaNae Edwards, City Clerk

Marla Conley, County Clerk

Approved as to form:

Jack Zitterkopf
Hall County Attorney

Approved as to form:

Jerom E. Janulewicz
Grand Island City Attorney

RESOLUTION 2016-87

WHEREAS, due to restrictions on the use of Rural Transportation funds, beginning July 1, 2016, Hall County can no longer provide public transportation services for trips originating or terminating within the urbanized area of the City of Grand Island, and

WHEREAS, Hall County and the City of Grand Island desire to cooperatively provide transportation services within Hall County and the urbanized area of the City of Grand Island through an Interlocal Agreement, and

WHEREAS, the cooperative public transportation service will be funded by Hall County utilizing Rural Transportation funds it will receive from the State of Nebraska and by the City utilizing urban transportation funds it will receive from the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Interlocal Agreement with Hall County for Public Transportation Services.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk