



# City of Grand Island

Tuesday, June 14, 2016

Council Session

## Item G-15

**#2016-138 - Approving Agreement for Public Transit Services**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney  
**Meeting:** June 14, 2016  
**Subject:** Public Transit Service Agreement Resolution  
**Presenter(s):** Jerry Janulewicz, City Attorney

## Background

As a result of the City's status as a metropolitan statistical area, City became eligible for receipt of funds for public transit services from the United States Department of Transportation, Federal Transit Administration. Commencing July 1, 2016, public transportation trips 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. Prior to July 1, 2016, public transit services within the City and within Hall County were provided through Rural Public Transit funds awarded to the State of Nebraska and the County of Hall, as subgrantee of the state. Pursuant to an Interlocal Agreement entered into by and between the City and Hall County, City issued a Request for Proposals for Public Transit Services for public transit within the City and County to be provided through a unified system operated by a service provider. Senior Citizens Industries, Inc., of Grand Island, was determined by the selection committee to be the responsible offeror whose proposal was determined, in writing, by the proposal review committee to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals

## Discussion

Under the terms of the proposed agreement the City would pay to Senior Citizens Industries, Inc., as compensation for the provision of public transit services, \$638,430 for the period July 1, 2016 through June 30, 2017. City will have the option of renewing the Agreement for a maximum of two years beyond June 30, 2017, in increments of two months. Compensation for this extended service would be at the following monthly rate: July 1, 2017 through June 30, 2018 - \$54,798.64 per month; July 1, 2018 through June 30, 2019 - \$56,442.60 per month. Services would be provided both in the City and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

## **Alternatives**

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

1. Approve the resolution thereby approving the agreement.
2. Disapprove or /Deny the resolution.
3. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolution approving the Agreement for Public Transit Services with Senior Citizens Industries, Inc.

## **Sample Motion**

Move to approve the Resolution approving the Agreement for Public Transit Services with Senior Citizens Industries, Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
TRANSPORTATION PROVIDER SERVICES FOR PUBLIC TRANSIT**

**RFP DUE DATE:** May 12, 2016 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** April 8, 2016

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Senior Citizens Industries**  
Grand Island, NE

**Holiday Express**  
Grand Island, NE

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
John Adams, MPO Program Mgr.

**P1878**

## AGREEMENT FOR PUBLIC TRANSIT SERVICES

This agreement is entered into by and among the City of Grand Island, a municipal corporation of the State of Nebraska, (hereafter called "City"), and Senior Citizens Industries, Inc. (hereafter called "Contractor") of Grand Island, Nebraska.

In consideration of the promises and agreements set forth, the City, and Contractor agree:

1. SCOPE AND DESCRIPTION OF SERVICES.

Contractor will perform in a timely fashion for the benefit of the City the following bus service as described in City's Request for Proposals for Transportation Provider Services for Public Transit (hereinafter referred to as "RFP") and Contractor's proposal submitted in response to the RFP.

Contractor shall at all times maintain buses in good mechanical condition in conformity with all applicable safety regulations, and will keep all buses in clean condition, subject to inspection by City at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor may be required to affix markings as specified by City to buses used in this service.

2. TERMS OF PAYMENT FOR SERVICES.

The City shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement, a compensation of \$638,430 for the period July 1, 2016 through June 30, 2017. Invoicing will be made monthly at the rate of \$53,202.50 per month. Terms are net 30 days.

City shall have the option of renewing this Agreement for a maximum of two years beyond termination date, in increments of two months. Compensation for this extended service shall be at the following monthly rate:

July 1, 2017 through June 30, 2018 - \$54,798.64 per month

July 1, 2018 through June 30, 2019 - \$56,442.60 per month.

In the event of partial services provided during a month, the compensation will be adjusted, pro rata.

3. TIME FOR COMPLETION OF SERVICES.

Term of this Agreement shall be one year, commencing on July 1, 2016, and terminating June 30, 2017. City shall have the option of renewing this Agreement for a maximum of two years beyond termination date, in increments of two months.

4. CONTRACT DOCUMENTS.

Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement: City's RFP marked Exhibit A, and Contractor's proposal, marked Exhibit B. In the event of a conflict between the terms of the RFP with those set forth in Contractor's proposal, the terms of the RFP shall control.

This Agreement constitutes the entire agreement between the parties. Any proposed change in this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

5. SUB-RECIPIENT STATUS.

Notwithstanding anything contained herein or the attached exhibits to the contrary, during the term of this agreement City and Contractor shall use their best efforts and shall cooperate in making an application to the Federal Transit Administration and Nebraska Department of Roads for approval for Contractor to serve as a sub-recipient of public transit funds received by City and Hall County. If sub-recipient status is approved by a funding source, and a sub-recipient agreement is approved by Contractor and City or Hall County, the public transit funds received by Contractor as a sub-recipient shall be applied to and shall reduce, on a dollar for dollar basis, the consideration to be paid by City to Contractor set forth in Section 2, above.

6. TERMINATION.

It is expressly agreed that the obligation of the City to pay for the services provided under this contract shall be limited to the availability of funds from (1) the City's revenues and budget for its fiscal years ending on September 30, 2017 and from (2) funds that may be received from the City from the Federal Urban Mass Transportation and Rural Transportation programs to be specifically applied for the services provided under this particular contract: in the event the City determines that funds are not available from these sources to pay any remaining unpaid or parts of the contract, the obligations of City

to pay such unpaid part or parts of the contract shall be terminated and the City shall have no further obligations under the contract in respect of its public funding requirements. It is understood that as of the date of the contract there is no assurance that funds will be available to pay the full amount of the contract. It is also expressly agreed that the City shall be under no obligation of any kind whatsoever to seek to increase or augment its revenue or budget, whether through its taxing or revenue bond powers or through any powers or means whatsoever. In determining the availability of funds for payment of this contract, the manner in which the City expends or allocates its funds and revenues shall be within the sole discretion of the City; however, at such time as the contract payments may cease for lack of available funds as determined by the City, the Contractor shall be relieved of its obligations under this Agreement.

7. AGREEMENT.

This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of the City. Any successor to Contractor's rights under this Agreement must be approved by the City. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by the City, in writing.

8. UNAVOIDABLE DELAY.

In the event of severe weather conditions, road conditions, strikes or conditions wholly beyond Contractor's reasonable control, Carrier shall notify City and appropriate local officials as much in advance as possible of the effect of such conditions on service.

9. INSURANCE.

Contractor shall carry and keep in force such policies of insurance as specified in the RFP.

10. NONCOLLUSION.

Contractor warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of the City or to any other Contractor for the purpose of obtaining this Agreement.

11. PROHIBITED INTERESTS.

No member or officer, employee of the City during his or her tenure shall have any interest, direct or indirect, in this Agreement or the proceeds of it.

12. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees as follows:

A) That it will not discriminate against any employees or applicant for employment because of

race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

B) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

13. NOTICES.

All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address below. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.

To City:

City of Grand Island  
Attn: Mayor  
P.O. Box 1968  
Grand Island, NE 68802

To Contractor:

Senior Citizens Industries, Inc.  
304 East Third Street  
Grand Island, NE 68801

14. GOVERNING LAWS.

This Agreement shall be interpreted under and governed by the laws of the State of Nebraska.

15. COMPLIANCE WITH LAWS.

Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of Nebraska.

16. HEADINGS.

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

17. FARE RECEIPTS.

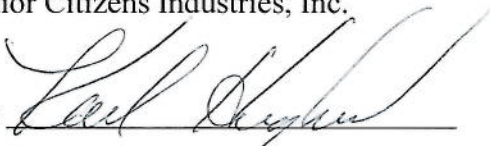
All receipts collected during the operation of this service are the property of the Contractor.

In witness, the parties have executed this Agreement on the dates recited below:



Dated: June 2, 2016.

Senior Citizens Industries, Inc.

By:   
Karl Hughes, President

City of Grand Island, Nebraska

By: \_\_\_\_\_

Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

  
Asst. City Attorney

RESOLUTION 2016-138

WHEREAS, the City of Grand Island, Nebraska (the "City") and the County of Hall, Nebraska (the "County") entered into an Interlocal Agreement for Public Transit Services (the "Agreement") to be provided within the boundaries of County and City; and

WHEREAS, pursuant to the Agreement, City agreed to solicit proposals for the provision of public transit services as set forth and described in the Agreement; and

WHEREAS, Senior Citizens Industries, Inc., of Grand Island, was the responsible offeror whose proposal was determined, in writing, by the proposal review committee to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals, at a monthly rate of \$53,202.50 for the period July 1, 2016 through June 30, 2017. City will have the option of renewing the Agreement for a maximum of two years beyond June 30, 2017, in increments of two months. Compensation for this extended service would be at the following monthly rate: July 1, 2017 through June 30, 2018 - \$54,798.64 per month; July 1, 2018 through June 30, 2019 - \$56,442.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the agreement by and between the City and Senior Citizens Industries, Inc. for the provision of Public Transit Services should be, and hereby is, approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2016	☒ City Attorney