

# **City of Scottsbluff, Nebraska**

**Monday, December 15, 2014**

**Regular Meeting**

## **Item Reports3**

**Approve interlocal agreements with the City of Terrytown for paint striping and street sweeping services and authorize the Mayor to execute the agreements.**

**Staff Contact: Mark Bohl, Public Works Director**

# Agenda Statement

Item No.

For Meeting of: December 15, 2014

**AGENDA TITLE:** Approve interlocal agreements with the City of Terrytown for paint striping and street sweeping services for terms to end December 31, 2015.

**SUBMITTED BY:** Mark Bohl, Director of Public Works

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:** The City of Scottsbluff has agreements with the City of Terrytown for interlocal cooperation for street department services that will expire on December 31, 2014. There are no substantive changes to the agreements. Each municipality prior to work performed must approve these agreements.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to execute these documents.

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## EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ **Two Interlocal Agreements with City of Terrytown**

**Notification List:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its equipment, and to enable Terrytown to have appropriate **stripes painted** and red curbs on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to cause traffic stripes and red curbs painted on the principal streets in Terrytown to be painted under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the Terrytown City Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish all necessary paint and beads which, when incorporated into Terrytown's streets, will become the property of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The Public Works Director and/or Transportation Supervisor of Scottsbluff will administer the program.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of the Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.
6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor (2 men total), \$40.00 per hour for paint machine, \$25.00 per hour for a walk behind paint gun and \$25.00 per hour for a pickup. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. In addition, Terrytown will pay for all paint and beads used in performing the work at the following rates:

White paint - \$9.25 per gallon  
Yellow paint - \$9.25 per gallon  
Red paint - \$12.50 per gallon  
Paint Beads - \$29.50 per 50 pound bag

Such price for labor and equipment will remain in effect until December 31, 2015.  
Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.

7. This Contract shall continue in force through December 31, 2015, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.
8. If the State of Nebraska significantly increases the duties of municipalities in regard to street maintenance and/or striping, Scottsbluff may terminate the Contract upon thirty (30) days notice to Terrytown.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CITY OF TERRYTOWN, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "**Terrytown**".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its manpower and equipment, and to enable Terrytown to have appropriate street sweeping on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to sweep the principal streets in Terrytown under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the City of Terrytown Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish a street sweeper to sweep the principal streets of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The program will be administered by the Public Works Director and/or Transportation Supervisor of Scottsbluff.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of this Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.

6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor, \$65.00 per hour for the street sweeper. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. Such price for labor and equipment will remain in effect until December 31, 2015. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.
7. This Contract shall continue in force through December 31, 2015, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CITY OF TERRYTOWN, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk