

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 19, 2008 AGENDA

Subject:	Type:	Submitted By:
NEBRASKA PUBLIC TRANSPORTATION ASSISTANCE PROGRAM FY 2008 AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an agreement with Nebraska, Department of Roads for the purpose of providing partial funding of the Public Transportation System. (La Vista/Ralston Special Services Bus)

FISCAL IMPACT

The allocation received for FY08 will be \$23,489.00.

RECOMMENDATION

Approval.

BACKGROUND

The Cities of La Vista and Ralston provide transportation for the elderly and handicapped residents of their respective cities via the La Vista/Ralston Special Services Bus program. This program is funded, in part, with Federal and State funds.

The agreement was between the City of Ralston and the State of Nebraska when Ralston administered the program. The City of La Vista has since taken over administration of this service and therefore the agreement will be between the City of La Vista and the State.

The fiscal year is based on the State of Nebraska fiscal year which runs from July 1, 2007 thru June 30, 2008.

The amount allocated is the maximum amount of State funds available for FY08.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS (NDOR) TO PROVIDE PARTIAL FUNDING FOR THE PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb. Rev. Stat. § 13-1201 through 12-1212 (Reissue 1997), established a public transportation assistance program to provide state financial assistance to qualified eligible recipients; and

WHEREAS, the Senior Bus Service is eligible for public transportation assistance; and

WHEREAS, the City of La Vista has agreed to operate a public transportation system for the duration of the agreement; and

WHEREAS, the City of La Vista has the capability to provide local matching funds in an amount equal to that provided by the State; and

WHEREAS, the City Council of the City of La Vista has determined that said agreement with the Nebraska Department of roads is necessary for funding of the program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to authorize the Mayor and City Clerk to enter into an agreement with the Nebraska Department of Roads to provide partial funding of the public transportation system.

PASSED AND APPROVED THIS 19TH DAY OF FEBRUARY 2008

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AGREEMENT

THIS AGREEMENT, entered into by the State of Nebraska, Department of Roads (hereinafter referred to as the "State") and the City of *Ralston* (hereinafter referred to as "Contractor") is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project").

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1212 (Reissue 1997), established a public transportation assistance program to provide state financial assistance to qualified eligible recipients and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate (contract for the operation of) a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the State;

NOW, THEREFORE, in consideration of these facts the parties agree as follows:

Section 1. SCOPE OF PROJECT

The Contractor shall undertake and complete the Project as described in its Application, herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this agreement.

Section 2. REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of the rates generally applicable to other persons at peak hours for each one-way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3. PERIOD OF CONTRACT PERFORMANCE

The term of this agreement shall be from July 1, 2007 until June 30, 2008.

Section 4. FUNDING

The State's share shall not exceed \$23,489.00 or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the agreement period.

Section 5. COST OF PROJECT

The State shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide from local sources funds in an amount equal to the State subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees that no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the State of a proportional amount.

Section 6. PURCHASE OF PROJECT EQUIPMENT

Pursuant to this Agreement, the purchase of any eligible equipment, as defined in the "State of Nebraska Department of Roads Manual of Accounting Instructions for the Nebraska Public Transportation Assistance Program" (hereinafter referred to as the "Accounting Manual"), which is herewith incorporated by this reference, shall be undertaken in accordance with Neb.Rev.Stat. §73-101 through 73-106 (Reissue 1996).

Section 7. USE OF PROJECT EQUIPMENT

The Contractor agrees that the Project equipment and facilities shall be used as described in the approved Application for the duration of its useful life. If, during such period, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the State, and shall dispose of such equipment in accordance with procedures acceptable to the State.

Section 8. SUBCONTRACTS UNDER THIS AGREEMENT

Anytime the Contractor leases or contracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party contracts shall be approved by the State, prior to execution by the Contractor.

Section 9. RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the State upon request such information as is required in order to assure compliance with this Section and shall immediately notify the State in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the State in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) DOCUMENTATION OF PROJECT COSTS. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the State.

(c) CHECKS, ORDERS AND VOUCHERS. Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS. The Contractor shall advise the State regarding the progress of the Project at such times and in such manner as the State may require, including, but not limited to meetings and monthly reports.

The contractor shall submit to the State, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the State, and shall permit extracts and copies thereof to be made, during the agreement period and for three (3) years after the date of final payment.

Section 10. PAYMENT

(a) The State shall pay for the eligible costs incurred under the terms of this Agreement, compensation or a cost reimbursement basis to include only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs theretofore incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment pursuant hereto and shall be signed by a responsible representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to the Contractor within (15) calendar days thereafter.

Section 11. AUDIT AND INSPECTION

The Contractor shall permit the State, or its authorized representatives to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Contractor shall also permit the

State or its authorized representative to audit the books, records and accounts of the Contractor pertaining to the Project.

Section 12. TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after 30 days notice for any of the following reasons:

- (1) The Contractor discontinues providing the service as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the State and which under the provisions of this Agreement would have required the approval of the State;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement.
- (5) The Contractor desires termination for any reason.

Section 13. AGREEMENT CHANGES

Any proposed change in this agreement shall be submitted to the State for its prior approval.

Section 14. PROHIBITED INTEREST

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this agreement or the proceeds thereof.

Section 15. NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 1998), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

Section 16. CLAIMS

The Contractor indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the State, and that any and

all claims that may or might arise under the Workman's Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

Section 17. LIABILITY INSURANCE

The Contractor shall maintain in amount and form satisfactory to the State such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

1.	Workmen's Compensation - Statutory	
2.	Bodily Injury and Property Damage with a combined single limit of liability of	\$500,000 each occurrence
<u>or</u>	Bodily Injury General and Automobile	\$250,000 each person
	General and Automobile	\$500,000 each occurrence
	Property Damage General and Automobile	\$250,000 each occurrence
	General	\$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies.

Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF: this Agreement has been executed by the State acting by and through the Director, and the Contractor by and through a duly authorized representative has executed this Agreement effective the day and year first above written.

EXECUTED by the Contractor this _____ day of _____, 2007. *2008*

ATTEST: *Carl H. Johnson*
CITY OF RALSTON

BY _____ BY _____

TITLE _____ TITLE _____

EXECUTED by the State this _____ day of _____, 2007. *2008*

STATE OF NEBRASKA
DEPARTMENT OF ROADS

ATTEST:

By: _____
(Seal) *Carl H. Johnson*
Rail and Public Transportation
Division Engineer

Application for the Nebraska Public Transportation Assistance Program

I	Project Name: La Vista/Ralston Special Services Unit																				
II	SPONSORING CONTRACTOR		VI FEDERAL IRS IDENTIFICATION NUMBER																		
Legal Name: City of La Vista																					
Address: 8116 Park View Blvd La Vista NE 68128			VIII BUDGET SUMMARY																		
Telephone: (402) 331-4343			COSTS																		
Executive Officer's Name: Douglas Kindig			1 Personnel (Enter from Page 7) \$ 51,859																		
Title: Mayor			2 Administrative (Enter from Page 8) 2,200																		
III	SUBCONTRACTOR (if any)																				
Legal Name:			3 Special Services (Enter from Page 8) 0																		
Address:			4 Building Space and Utilities (Enter from Page 9) 0																		
Telephone:			5 Fuel (Enter from Page 9) 12,750																		
Executive Officer's Name:			6 Lubrication, Maintenance, Parts and Supplies (Enter from Page 10) 4,050																		
Title: (Check one below)			7 Other (Enter from Page 10) 0																		
<input type="checkbox"/> Private for Profit <input type="checkbox"/> Private Nonprofit <input checked="" type="checkbox"/> Public			8 Total Operating Costs (Total of Lines 1-7 above) \$ 70,859																		
INCOME																					
IV	Name of Person to be Responsible for Daily Operation of Project: Scott Stopak																				
V	IDENTIFY THE PERIOD FOR WHICH FUNDS ARE BEING REQUESTED																				
<table border="1"> <tr> <th colspan="3">FROM</th> <th colspan="3">UNTIL</th> </tr> <tr> <th>MONTH</th> <th>DAY</th> <th>YEAR</th> <th>MONTH</th> <th>DAY</th> <th>YEAR</th> </tr> <tr> <td>July</td> <td>1</td> <td>07</td> <td>June</td> <td>30</td> <td>08</td> </tr> </table>			FROM			UNTIL			MONTH	DAY	YEAR	MONTH	DAY	YEAR	July	1	07	June	30	08	9 Project Income (Enter from Page 11) \$ 6,490
FROM			UNTIL																		
MONTH	DAY	YEAR	MONTH	DAY	YEAR																
July	1	07	June	30	08																
			10 Net Operating Deficit (Line 8 minus Line 9, if any) 64,369																		
			11 Federal Contribution (Enter from Page 11) 0																		
			12 Net Eligible Operating Deficit (Line 10 minus Line 11, if any) \$ 64,369																		
			13 Local Matching Revenue (Enter from Page 11) 40,840																		
			14 State Funds Requested \$ 23,489																		
NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT LOCAL FUNDS TO THIS APPLICATION ON BEHALF OF SPONSORING CONTRACTOR																					
Name:	Title: (Mayor, City Administrator, Chairman of County Board, or Chairman of Governing Board)																				
Douglas Kindig	Mayor																				
Signature:			Date: 6-29-07																		
FOR STATE OFFICE USE ONLY																					
Project No.:	Project Period:	Project Year:																			

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.