

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2007 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT FOR SPECIAL SERVICES BUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing execution of an Interlocal Cooperation Agreement between the City of La Vista and the City of Ralston regarding the Special Services Bus Program.

FISCAL IMPACT

Changes have been incorporated in the proposed FY 2008 budget to facilitate La Vista taking over the administrative operation of this program.

RECOMMENDATION

Approval.

BACKGROUND

The cities of La Vista and Ralston have jointly provided bus service to elderly and handicapped residents of their communities for many years. The original Interlocal Agreement was executed in 1990 and at that time only one Special Services vehicle was being operated. The fleet of vehicles has increased to four over the years and the program has expanded considerably. The Interlocal Agreement was seriously out of date and needed updating and clarification on some issues.

Additionally, the program has been administered by the City of Ralston for many years with La Vista reimbursing Ralston for their share of the administrative cost to operate the program. Last year (after our budget had been completed) Ralston asked that La Vista take over the administrative operations. We have been working with representatives from Ralston for the past several months to draft a new Interlocal Agreement and plan for the transfer of administrative duties to La Vista. The FY 2008 budget has been prepared anticipating that this change will occur. The Ralston City Council is scheduled to approve the Interlocal Agreement this month, as well.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF RALSTON, NEBRASKA REGARDING THE SPECIAL SERVICES BUS PROGRAM.

WHEREAS, the cities of Ralston and La Vista currently provide bus service to the elderly and handicapped residents of their respective cities; and

WHEREAS, said bus service is currently provided via the Ralston/La Vista Special Services Buses which are provided, in part, through State and Federal funding; and

WHEREAS, Ralston and La Vista executed an interlocal agreement in 1990 to jointly share in the cost of providing bus service to the elderly and handicapped residents of the cities and wish to continue to provide this service jointly; and

WHEREAS, the existing interlocal agreement was in need of updating and clarification.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with the City of Ralston, Nebraska regarding the Special Services Bus Program, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT
SPECIAL SERVICES BUS

This Interlocal Cooperation Agreement is made and entered into by and between the City of Ralston, Nebraska, (hereinafter "Ralston") and the City of La Vista, Nebraska, hereinafter "La Vista "), pursuant to the authority granted the parties under Neb. Rev Statute § 13-801, *et seq.* (Reissue 1997)

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, Ralston and La Vista currently provide bus service to the elderly and handicapped residents of the cities via the Ralston/La Vista Special Services Buses which are provided, in part, through State and Federal funding; and

WHEREAS, Ralston and La Vista executed an interlocal agreement in 1990 to jointly share in the cost of providing bus service to the elderly and handicapped residents of the cities and wish to continue to provide this service jointly; and

WHEREAS, the existing interlocal agreement is in need of updating and clarification; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (Reissue 1997), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, in consideration of the above and foregoing, it is agreed:

1. Duties of City of Ralston:

- A. Ralston shall reimburse the City of La Vista for its proportionate share (based on ridership) of all future local costs to include personnel costs for program administration, dispatching, driving and vehicle maintenance, telephone costs, vehicle maintenance costs, fuel costs, and other miscellaneous costs associated with the management and operation of the Special Services Bus Program.
- B. Ralston currently provides and shall continue to provide two multi-passenger vehicles, which shall be equipped with a wheel chair lift, to be used in the Special Services Bus Program.

- C. To the extent that fluctuations in ridership warrant the addition of vehicles and/or manpower, Ralston agrees to pursue said program expansion jointly with the City of La Vista.
- D. Ralston shall maintain liability insurance coverage on the vehicles that it provides to the program.

2. Duties of the City of La Vista

- A. La Vista shall oversee the daily management of the Special Services Bus Program to include but not limited to the hiring and dispatching of drivers, scheduling, report filing, billing, record-keeping and ridership dispute resolution.
- B. Drivers shall be employees of the City of La Vista and covered by La Vista's Workers Compensation Insurance
- C. La Vista currently provides and shall continue to provide two multi-passenger vehicles, which shall be equipped with a wheel chair lift, to be used in the Special Services Bus Program.
- D. To the extent that fluctuations in ridership warrant the addition of vehicles and/or manpower, La Vista agrees to pursue said program expansion jointly with the City of Ralston.
- E. La Vista shall maintain liability insurance coverage on the vehicles that it provides to the program.
- F. After vehicle warranties have expired, maintenance on all of the vehicles in the Special Services Bus Program fleet shall be the responsibility of the La Vista Public Works Department.
- G. La Vista shall house all of the vehicles in the Special Services Bus Program fleet with no claim for reimbursement regarding garaging or vehicle storage.

3. Joint Duties/Oversight:

- A. Ralston and La Vista shall each designate no more than two representatives who shall meet in April and October of each year to review the Special Services Bus Program operation and make recommendations for any necessary changes. The City of La Vista will be responsible for scheduling these meetings.
- B. La Vista shall prepare an Annual Report that the representatives will review. It shall include the level of ridership, the types of transportation services being provided, program cost information for each City, and any recommendations for amendment to the Interlocal Agreement.

- C. The Cities shall jointly develop and maintain a schedule of days and times that the buses shall be used for transportation. Bus scheduling shall be consistent with Federal and State regulations.
- D. Ridership fares and driver compensation rates shall be agreed upon by the Cities prior to June 1 of each year to facilitate budget preparation.

4. Term of Agreement, Termination and Changes: This agreement shall become effective on October 1, 2007 and shall be for an initial period of 12 months. The agreement shall automatically be extended for an additional 12 month term, from year to year, unless one party gives written notice to the other of its intention not to renew the agreement at least 120 days prior to the expiration of the then current term. This agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

CITY OF LA VISTA: Pam Buethe
La Vista City Clerk
8116 Park View Blvd.
La Vista, NE 68128

CITY OF RALSTON: Dolores Costanzo
Ralston City Clerk
5500 So. 77th Street
Ralston, NE 68127

5. Miscellaneous Provisions:

- A. No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this agreement.
- B. Pursuant to Neb Rev. Stat. § 23-3113 (Reissue 1997) the parties hereto declare and affirm that no officer, member, or employee, or no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this agreement, or the performing of either parties' obligations pursuant to the agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies have any interest, direct or indirect, in this agreement or the proceeds thereof.
- C. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid

- D. Each part declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each part is an independent contractor, and neither party is or will become the employee of the other as a result of the contractual relationship created by this agreement. Furthermore, Ralston and La Vista will separately administer their respective rights and responsibilities under this agreement, there being no joint or cooperative body created for the financing, operating, or management of the same.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2007.

CITY OF RALSTON

City Clerk

Mayor

CITY OF LA VISTA

City Clerk

Mayor