

MEETING DATE: 06/21/21

ITEM: 10J

AGENDA ITEM SUMMARY

Subject: Renewal of agreement with Circle K for operation of transit service

Background Summary:

Enclosed is the proposed renewal for transit services between the City and Circle K Communications. The only change they are requesting is an increase of 1.3% in their annual contract, which brings the total payment to \$64,303.29.

We recommend approval of this resolution.

RESOLUTION NO. 82-21

RESOLUTION APPROVING RENEWAL OF SUBCONTRACTED TRANSIT SERVICE AGREEMENT WITH CIRCLE K COMMUNICATIONS

WHEREAS, the transit agreement with Circle K had been negotiated with Circle K in June 2020 for a one year period, and

WHEREAS, both parties would like to renew the contract for one year, and

WHEREAS, the only change to the agreement is an increase in the annual contract price to \$64303.29;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on the 21st day of June, 2021 that the subcontracted transit service agreement with Circle K Communications is hereby renewed for one year.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 21st day of June, 2021.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

MEMORANDUM OF UNDERSTANDING
Contract for Transportation Services

Between The City of Charles City and Circle K Communications, Inc.

RECITALS

WHEREAS, City of Charles City, hereinafter referred to as the “City”, has an interest in the provision of transportation services to the general public within the City of Charles City and within the Region 2 Planning District Counties (Cerro Gordo, Floyd, Franklin, Hancock, Kossuth, Mitchell, Winnebago, and Worth)

WHEREAS, the North Iowa Area Council of Governments is officially designated as the regional transit system for Region 2 Planning District, and has contracted with the City to provide for the operation of public transportation services to the general public;

WHEREAS, Circle K Communications, Inc. is interested in serving as an independent contractor of the City for the purpose of providing day to day operational support and oversight to the City public transportation services to the general public upon the terms and conditions set forth herein;

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system via Circle K Communications, Inc., hereinafter referred to as “transit system subcontractor.”
2. The contract period shall begin on July 1, 2021 and continue through June 30, 2022. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service

1. All transit services will be provided in vehicles open to the public without discrimination.
2. Service shall be provided Monday through Friday except on the following holidays, should they fall on a weekday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
3. Service hours under this contract shall be 7:00 a.m. - 4:00 p.m. Service hour changes made by the transit system subcontractor are not effective until approval from the City.
4. Service shall be: daily demand-responsive transportation within the City of Charles City and within the Region 2 Planning District.
5. Access to service shall be obtained by calling the transit system’s subcontractor, CHARLES CITY TRANSIT for ride reservations at least 24 hours in advance.
6. Service fares shall be as follows:

Elderly/Disabled (white ticket)	\$1.00 per one way ride
Student (blue ticket)	\$1.50 per one way ride

General Public (cash only)	\$4.00 per one way ride
County Service: Elderly/Disabled/Student (pink tickets)	\$2.00 per one way ride
Regional Service: Elderly/Disabled/Student (yellow tickets)	\$3.00 per one way ride
County Service: General Public	\$4.00 per one way ride
Regional Service: General Public	\$5.00 per one way ride

C. Responsibilities of Transit System Subcontractor

1. The transit system subcontractor shall serve as an independent contractor of the City, providing day to day operational support and oversight to the transit system.
2. The transit system subcontractor shall ensure each vehicle is safe and in presentable condition. Vehicles are required to provide the services described above, including backup. Vehicle usage shall be limited to the normal, daily services which transit system subcontractor shall provide to participants.
3. The transit system subcontractor shall ensure that each driver for the transit system has received appropriate training in coordination with the City and shall ensure each employee is well groomed and is capable of providing the services described above. Each driver shall have a valid commercial vehicle driver's license with passenger endorsement.
4. The transit system subcontractor shall follow the City's drug and alcohol testing requirements of all personnel performing safety sensitive duties under this agreement. The testing program shall conform to all requirements of the Federal Transit Administration and shall be coordinated by the City.
5. The transit system subcontractor shall operate all services described above, including but not limited to scheduling and dispatching support.
6. The transit system subcontractor shall notify City in the event of any unavoidable interruption or delay in service.
7. The transit system subcontractor shall notify City of any incidents relating to passengers served under this contract.
8. The transit system subcontractor shall accept all risk and indemnify and hold City harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of the transit system subcontractor or its employees or agents.
9. The transit system subcontractor shall maintain accounting and records for all services rendered and shall furnish monthly operating costs and system statistics during the term of this Agreement.
10. The transit system subcontractor shall provide to City a monthly billing for services rendered in the previous month. The City shall reimburse the transit system subcontractor at the rate of \$5,358.61 per month for services provided during the term of this agreement.
11. During the term of this Agreement, the transit system subcontractor shall permit inspection of its vehicles, services, books, and records by the City, or by agencies providing funding to City, upon the request of the City.
12. The transit system subcontractor shall provide information about the availability of the above described services as well as other services of the transit system to the general public.

13. The transit system subcontractor shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
14. The transit system subcontractor shall make tickets available to sell to the general public at their place of business and on each vehicle providing services under the transit system. Proceeds from ticket sales shall be submitted to the City on a nightly basis.
15. The transit system subcontractor shall be responsible for ensuring that passengers purchasing and using tickets stamped with "FGP" are used for Foster Grandparent eligible-locations only.
16. The transit system subcontractor shall maintain a minimum of \$1,000,000 of its own General Liability Coverage and a minimum of \$75,000 of Uninsured/underinsured motorist coverage. This shall include coverage for accidents resulting from actions of the transit system subcontractor. The City of Charles City shall be listed as an additional insured.
17. The transit system subcontractor shall be responsible for furnishing and reporting the following information directly to NIACOG during the term of this Agreement for services conducted within the City limits of Charles City, Iowa, and for services conducted within Region 2 and outside of the City limits of Charles City, Iowa
 - a. Monthly operating costs and system statistics, which information shall be submitted to NIACOG by the 10th day of the following month.
 - b. A monthly transit report on a form provided by NIACOG detailing total miles traveled, total one-way trips provided, total hours of service, total personnel expenses, etc. Said report shall be supplied to NIACOG by the 10th day of the following month in which the service was provided.
18. The transit system subcontractor shall be responsible for storing vehicles provided for the transit system.
19. The transit system subcontractor shall be bound and obligated by the terms and conditions of the Transit Services Agreement between the City and NIACOG, a copy of which has been provided to and reviewed by the transit system subcontractor.

D. Responsibilities of City

1. City shall provide the transit system subcontractor with the following:
 - a. All necessary vehicles for the transit system through agreement with NIACOG
 - b. Fuel for the transit buses
 - c. Insurance coverage on the transit buses through agreement with NIACOG
 - d. All maintenance and repairs to keep vehicles in good working order and condition
 - e. Drivers for the transit buses as set forth in Paragraph D.9.

The City shall make monthly payments to the transit system subcontractor as invoiced.

2. City shall promptly pay all justified billings under this contract including regular monthly payments to the transit system subcontractor as invoiced.
3. City shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
4. City shall inform transit system of any changes affecting the transportation needs of the target population.
5. City shall assist transit system subcontractor as requested in the design and scheduling of transit services to meet the needs of the target population.
6. City shall assist transit system subcontractor as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of the transit system.
7. City shall report to transit system subcontractor any costs incurred in carrying out its responsibilities under this contract.
8. City shall indemnify and hold the transit system harmless for any loss caused by the transit system's inability to provide services under emergency conditions.
9. The City shall be responsible for hiring and employing drivers for the transit system and shall be responsible for providing training and drug testing for the drivers.

F. Reporting by Transit System Subcontractor

1. The transit system subcontractor shall report the following items to NIACOG on behalf of the City with each monthly billing (based on the previous month of operation):
 - Total number of (units) provided
 - Total passenger revenues collected
 - Total federal, state and NIACOG transit assistance credited
2. Items to report to the City on an on-going basis shall include incidents involving passengers transported under this contract, and any interruption in service.

G. Entire Agreement. This contract contains the entire agreement between City and transit system subcontractor. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

H. Amendments. Any changes to this contract must be in writing and be mutually agreed upon by both City and transit system subcontractor.

I. Termination. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

J. Saving Clause. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. Assignability. The transportation services described in this contract are to be performed by the transit system subcontractor. The transit system subcontractor may not assign its interests or obligations under this contract without the express written consent of the City.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

City of Charles City:

Circle K Communications, Inc.

By: _____

By: _____

By: _____

By: _____

Date:

Date: