

CHAPTER 28E AGREEMENT BETWEEN THE CITY OF CORALVILLE AND THE CITY OF NORTH LIBERTY REGARDING THE PROVISION OF LIMITED TRANSIT SERVICES TO THE CITY OF NORTH LIBERTY BY THE CORALVILLE TRANSIT DEPARTMENT.

THIS AGREEMENT is made by and between the City of Coralville, Iowa, an Iowa municipal corporation (hereafter "Coralville") and the City of North Liberty, Iowa, an Iowa municipal corporation (hereafter "North Liberty").

WHEREAS, Coralville currently provides North Liberty limited transit services under a previous 28E Agreement between the cities; and

WHEREAS, North Liberty and Coralville desire to enter into a subsequent 28E Agreement to continue the provision of limited transit services to North Liberty.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **Purpose.** The purpose of this Agreement is to outline the obligations of each party as it pertains to the provision of limited transit services to North Liberty.
- II. **Consideration.** The mutual consideration herein is the provision of limited transit service to North Liberty and the payment of said services to Coralville.
- III. **No separate legal entity.** No separate legal entity is created by this Agreement. The Coralville Director of Parking and Transportation will administer this Agreement on behalf of Coralville and the North Liberty City Administrator will administer this Agreement on behalf of North Liberty.
- IV. **Applicable Law.** Both parties acknowledge that Coralville receives funding from both the federal and state governments to fund its transit system. Therefore, North Liberty acknowledges that this Agreement will be administered in accordance with applicable federal, state and local laws applicable to operating a transit system while receiving federal and state funding, as well as applicable employment agreements Coralville has entered into with its transit employees. Any requests to provide service contrary to applicable federal, state or local laws shall be denied. Further, any actions by North Liberty in violation of said applicable law will be grounds for immediate termination of this Agreement, at Coralville's discretion.
- V. **Duration of the Agreement.** This agreement shall supersede the previous agreement and will commence as of September 1, 2008 and terminate on August 31, 2010. However, either party can terminate this agreement on August 31, 2009 by providing written notice to the other party no later than June 1, 2009.
- VI. **Transit services to be provided by Coralville.** Coralville shall provide transit services to North Liberty pursuant to the terms of this Agreement on the fixed routes listed on Exhibit "A" attached hereto (hereafter "Fixed Route Service"). Any modification to the Fixed Route Service shall be at the sole discretion of the Coralville Director of Parking and Transportation

upon thirty days written notice to the North Liberty City Administrator, unless in case of emergency.

North Liberty acknowledges that pursuant to federal law, North Liberty is required to provide paratransit services to North Liberty. Both parties acknowledge that Johnson County SEATS shall provide said paratransit services to North Liberty.

For purposes of this Agreement, the term “Transit Services” shall collectively refer to the provision of Fixed Route Service by Coralville and paratransit services provided by Johnson County SEATS.

VII. **Payment for Transit Services.** North Liberty shall pay Coralville for all Transit Services provided to North Liberty by Coralville or Johnson County SEATS. The costs shall be calculated as follows:

A. Payment for Fixed Route Service.

- 1) North Liberty shall pay Coralville the monthly “operational cost per hour” to provide Fixed Route Service. The “operational cost per hour” is calculated by totaling the entire operating expense of the Coralville Transit Department for that month and dividing that amount by the operational hours run by the Coralville Transit Department for that month.

Total Operating Expenses for the Coralville Transit Department = “operational cost/hour”

Total operational hours of the Coralville Transit Dept.

- 2) Next, multiply the “operational cost/hour” times the number of total hours necessary to provide Fixed Route Service. North Liberty will be charged a minimum of two hours for each route necessary to provide Fixed Route Service.

(“Operational Cost/Hour X Total Number of Hours to Provide Fixed Route Service)

- 3) Next deduct from that amount, the sum of \$0.85 times the number of rides on the North Liberty Fixed Route Service

B. Payment for Paratransit Service.

Coralville has an existing agreement with Johnson County SEATS to provide Paratransit services to Coralville. Therefore, Coralville shall pay to Johnson County SEATS all costs associated with providing paratransit services to North Liberty as required by federal law. North Liberty shall reimburse said entire amount paid to Johnson County SEATS by Coralville on its behalf.

- C. Collection of Fares. All fares collected shall be kept by the City of Coralville.
- D. Invoice/Reporting and Payment.

On or before the 30th day of each month, Coralville shall submit to North Liberty an invoice for providing Transit Services to North Liberty covering the previous month. Said invoice shall contain a detailed report showing how the cost was calculated. North Liberty shall pay said invoice within thirty (30) days.

VIII. **Declaration of Default and Notice.** In the event that either party determined the other party has defaulted in the performance of its material obligations hereunder, the aggrieved party may declare default has occurred and give notice of such to the defaulting party as listed in Paragraph XI below. Said Notice and Default shall be given in writing and outline the default with particularity, and describe what action is required of the defaulting party to correct said default. If at the end of the thirty (30) day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may pursue remedies as provided herein.

VIX. **Remedies Under Default.** In the event of default by North Liberty of its obligations to adhere to applicable law as outlined in Paragraph IV above or to make payment for Transit Services as outlined in Paragraph IX above, Coralville, at its option, after declaring default and giving notice thereof and a chance to remedy as described in Paragraph VIII above, may immediately terminate this Agreement.

In the event of a default by Coralville in its obligations to provide Fixed Route Services, North Liberty may, after declaring default and giving notice thereof and a chance to remedy as described in Paragraph VIII above, may immediately terminate this Agreement.

In the event that either party commences a cause of action to enforce the terms of this Agreement, the non-breaching party shall be entitled to collect reasonable costs and attorneys fees from the breaching party.

X. **Notices.** Any notice under this Agreement by any party to the other party shall be sufficiently given or delivered if it is dispatched via regular or certified mail, postage prepaid, return receipt requested, or personally delivered, and

- 1) In the case of North Liberty, is addressed or personally delivered to:

City Administrator
City of North Liberty, Iowa
5 E. Cherry Street
North Liberty, Iowa 52317

- 2) In the case of Coralville, is addressed or personally delivered to:

City Administrator
City of Coralville, Iowa

1512 7th Street, P.O. Box 5127
Coralville, Iowa 52241

XI. **Filing.** The City Clerk of Coralville shall file this Agreement with the Secretary of State following execution of this Agreement by both parties.

Dated this ____ day of _____, 2008.

Coralville:

North Liberty:

Jim L. Fausett, Mayor

Thomas Salm, Mayor

ATTEST:

ATTEST:

Thorsten J. Johnson, City Clerk

Tracey Mulcahey, City Clerk

EXHIBIT “A”

Fixed Route Service

1. Morning Service.

The morning service will depart from North Liberty from the Community Center parking lot at approximately 7:05 a.m. From there, the bus will proceed south down Front Street and 12th Avenue in Coralville; then proceed to Holiday Road and continuing down 1st Avenue in Coralville to the University of Iowa Hospitals and Clinics and arriving in downtown Iowa City at approximately 7:50 a.m. The number and location of stops to pick-up or drop-off persons will be determined by the Coralville Director of Parking and Transportation.

2. Afternoon Service.

The afternoon service will be the reverse route of the Morning Service, departing from downtown Iowa City at approximately 5:10 p.m. and arriving in North Liberty at approximately 5:55 p.m. The number and location of stops to pick-up or drop-off persons will be determined by the Coralville Director of Parking and Transportation.