

**FIRST AMENDMENT TO THE
AGREEMENT FOR PUBLIC TRANSIT SERVICES**

This First Amendment to the Agreement for Public Transit Services is entered into by and between the City of Grand Island, a municipal corporation of the state of Nebraska, (hereafter called “City”), and Senior Citizens Industries, Inc. (hereafter called “Contractor”) of Grand Island, Nebraska, dated this ___ day of November, 2016.

WHEREAS, City and Contractor are parties to an Agreement for Public Transit Services (the “Agreement”) whereby City contracted with Contractor for the provision of public transit services provided within Hall County including within City’s municipal boundaries; and

WHEREAS, City and Contractor desire to amend the Agreement.

NOW, therefore, in consideration of the promises and agreements set forth in the Agreement and herein, the City and Contractor agree to the following:

1. AMENDED SECTIONS.

A. Section 2. is amended in its entirety as follows:

The City shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement an amount equal to the sum of the actual expenses of operation of the transit service program less the total of all grants, rider fares, and 5311 federal state, and county transit program funds received by Contractor. Invoicing will be made monthly upon statement reflecting the itemized operating expenses and transit program receipts. Terms are net 30 days. Actual expenses of operation shall mean expenses eligible for Federal or State cost sharing under Federal Transit Administration 5307 and 5311 Grant Programs. Total annual actual expenses shall not exceed the following:

	Annual	Monthly
July 1, 2016 - June 30, 2017	\$638,430.00	\$53,202.50
July 1, 2017 – June 30, 2018	\$657,583.68	\$54,798.64
July 1, 2018 – June 30, 2019	\$677,311.20	\$56,442.60

B. Section 9. is amended is amended in its entirety as follows:

Contractor shall purchase and maintain continuously throughout the term of the Agreement insurance coverage meeting all of the following requirements:

(i) obtain and maintain for the applicable contract term insurance on each vehicle against all risks of loss or damage in an amount not less than the replacement cost of the Buses, without deductible and without co-insurance,

(ii) obtain and maintain for the applicable contract term, comprehensive liability insurance covering personal injury of at least \$1,000,000 per person and property damage of at least \$1,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to County and City. Contractor shall designate County and City, as their interests may appear, as loss payee on property insurance, and shall designate County and City additional insureds on liability insurance. Contractor shall pay all premiums for such insurance and cause delivery to County and City of certificates evidencing such insurance in effect through the contract term identifying the vehicle identification number of each Bus, as applicable, along with, if requested by County or City, evidence satisfactory to County and City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to County and City before any cancellation, expiration or material modification thereof. No act or default of Contractor, its officers, agents and employees, will affect County's or City's right to recover under such policy or policies in case of loss. Contractor shall deliver prompt written notice to County and City of (1) loss, theft, or destruction of any Bus, (2) any damage to any Bus exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any Bus. In the event of damage to or loss or destruction of a Bus (or any component thereof), Contractor shall, at the option of County and City, (a) promptly place such Bus in good repair, condition and working order, or (b) replace the Bus with a bus in good repair, condition and working order, acceptable to County and City, and shall transfer clear title to such Bus to the entity, County or City, holding title to the bus damaged, lost, or destroyed, whereupon such bus shall be subject to the applicable contract term.

Liability coverage shall include coverage for loading and unloading passengers.


2. CAB FARE PROGRAM. Notwithstanding anything in the Agreement and City's Request for Proposals for Public Transit Services to the contrary, Contractor shall not be required to fund, operate, engage in, or assist in the operation or administration of a cab fare rider program except through a separate subsequent agreement approved and executed by the parties.

3. EFFECTIVE DATE. The terms of this Amendment shall be retroactive to and including July 1, 2016.

In witness, the parties have executed this First Addendum to the Agreement for Public Transit Services on the dates recited below:

Dated: November 22, 2016.


Senior Citizens Industries, Inc.

By: 
Karl Hughes, President

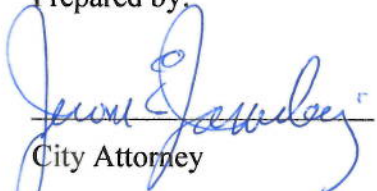
City of Grand Island, Nebraska

By: 
Jeremy L. Jensen, Mayor

Attest:


RaNae Edwards, City Clerk

Prepared by:


City Attorney