

CITY OF HERMISTON

SUBSIDIZED TRANSPORTATION SERVICE

An agreement made this _____ day of _____, 2025 by and between the City of Hermiston, a Municipal Corporation of the State of Oregon, hereafter referred to as "CITY," and ___Hermiston Taxi, LLC, hereafter referred to as "CONTRACTOR."

SECTION 1: SERVICES

1.1 **SERVICES:** The following services shall be provided by the Contractor

- A. **Subsidized Public Transportation Program in the City of Hermiston:** Contractor shall provide transportation service as described in Exhibits A & B.
- B. **Service Hours:** Transportation services as identified in Exhibits A and B will be available-
 - a. WORC Program: 7 days per week. 5:30am to 10pm.
 - b. Senior/Disabled Program: Monday through Friday. 7:30am to 7:30pm.
 - c. At least one primary vehicle and driver will be available during service hours at all times. Contractor may provide Senior/Disabled rides outside of the minimum required times, provided that WORC rides are not disrupted.
- C. **Minimum Standards:** Service shall be provided as detailed in the adopted Transit Program Manual.
- D. **City Agrees to Pay for Service:** City shall pay contractor according to rates established in Exhibits A & B.
- E. **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract. In addition to other penalties that may be applicable, the Contractor further acknowledged that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the City of Hermiston reserves the right to withhold future payments proportionate to the claims and terminate this contract immediately.
- F. **Termination:**
 - a. Termination for Convenience (General Provision) the City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to

the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

- b. Opportunity to Cure: (General Provision) the City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. Termination for Default: (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

1.2 COMPLIANCE: Contractor shall comply with the following service standards

- A. Efficiency: Subject to vehicle availability, Contractor is responsible for choosing the best combination of riders on each vehicle trip and the shortest distance/time combinations for each trip to maximize the efficiency of the service.
- B. In-Vehicle Time: Qualified users shall not spend more than 30 minutes in a vehicle per trip. Contractor shall provide a minimum of 95% of trips fewer than 30 minutes in duration each.
- C. Reservations For Demand Response Service: Contractor is responsible for providing an employee to answer and/or respond to requests for demand response services. The employee may also be a driver and it shall not be necessary for Contractor to employ more than one driver/reservation processor during contracted time periods; however, Contractor is responsible to hire a back-up driver to avoid a disruption in service. If driver/reservation processor is working with a cell phone system, or other

electronic devices, contractor shall ensure that said devices are not in use while driving, unless utilizing a “hands-free” device.

1.3 FARES AND OTHER PROGRAM REVENUES:

- A. The City Council shall establish and approve all fares for service and other program revenue. Contractor may not require additional payment from program riders.
- B. Contractor shall collect senior and disabled tickets for each one-way transit service. Contractor shall be responsible for management procedures that will insure an accurate accounting of program tickets, and the reporting of these to the City.
- C. Contractor shall be responsible for ensuring that WORC ride punch-cards are properly punched at the time that service is provided.
- D. Suspected passenger fraud and abuse of the ticket system shall be reported promptly.

1.4 RIDER ATTENDANTS: Contractor is not required to supply attendants, but must allow a rider to be accompanied by an attendant, if so requested.

1.5 SCHEDULING AND DISPATCH: Contractor will provide program intake scheduling and dispatch. Scheduling and service must be available from 6:00 a.m. to 10:00 p.m., Monday through Sunday. Dispatch service will be available during all operational hours.

1.6 DATA COLLECTION: All requests for service shall be documented by the Contractor

- A. Contractor shall maintain and provide on request monthly ridership logs showing number of riders differentiating senior and disabled ridership, origins and destinations, as well as scheduling and dispatch logs showing number of riders per trip, tickets collected, trip denials and the reasons for the denial, time of request, time scheduled, time of pickup, missed trips and no-show, mileage, and other data and information needed to comply with all laws, rules and regulations applicable to the funding for this contract.
- B. Contractor shall provide quarterly mileage reports on each vehicle and the data shall be presented and tracked in a way to separately show mileage for the programs provided through Exhibit A and B. The mileage reports may not include any other mileage which contractor may incur as part of other business activities.

1.7 PREVENTATIVE AND DAILY VEHICLE MAINTENANCE:

- A. Contractor shall provide the City with a preventative maintenance plan for approval of all contractor-owned vehicles provided for the City's service.
- B. Vehicles shall be clean at all times during service hours. Contractor shall be responsible for a minimum of weekly cleaning of the inside and outside of all vehicles.
- C. Contractor shall conduct daily pre-run vehicle inspections. Vehicles failing to meet the daily inspection shall not be used in service until the reason for failure is corrected. City reserves the right to require that vehicles are in safe operating condition.

1.8 DRIVER QUALIFICATIONS:

- A. Contractor shall ensure that all drivers meet the minimum qualifications for Taxi Drivers according to Hermiston Municipal Code Chapter 117.

1.9 STAFFING: Contractor shall supply a sufficient number of employees to perform all necessary tasks associated with the service. Contractor shall be responsible for training employees and making sure that all policies and procedures are understood.

1.10 DRIVER TRAINING: Contractor shall provide driver training in at least the following areas:

- A. Defensive driving including emergency situations.
- B. Passenger sensitivity and customer service.
- C. Basic knowledge of Americans with Disabilities Act responsibilities of drivers.
- D. Use of accessible equipment such as lifts, tie-downs, etc.
- E. All drivers must receive the following training and show proof of successful completion of a minimum of 20 hours cumulative training including: behind the wheel (defensive driving) training including classroom instruction; rider assistance training; drug and alcohol training; emergency procedure training.
- F. All costs associated with employee training shall be the responsibility of the Contractor. Contractor shall be responsible for ensuring that each driver is properly acquainted with the requirement of the services to be provided under this contract and his/her responsibilities as a driver.

- G. All driver training must be completed no more than 90 days after any given driver begins providing service under the Contract. Contractor shall provide a schedule for refresher training.
- 1.11 DRIVER HISTORY CHECKS: Contractor shall conduct, as a minimum, annual evaluations that will include updated driver history checks and provide copies to the City. The drivers' records shall be obtained from the Oregon Department of Motor Vehicles and reviewed by Contractor to ensure compliance with the following driving policies:
- A. No more than two moving violations for each year of the last three years prior to the application of this program (personal and commercial records inclusive);
 - B. If a driver license has ever been suspended, the driver must have three full subsequent years with no violations;
 - C. If a driver license has ever been revoked, the driver must have three subsequent years with no violations;
 - D. Contractor shall require that every driver must inform his or her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal of driver.
- 1.12 COMPLAINTS, COMPLIMENTS AND OTHER COMMENTS: Contractor shall collect and provide to the City copies of any and all complaints and resolutions to complaints, compliments, comments and other information provided by riders and the general public regarding the City's Transportation system.
- 1.13 EMERGENCY EQUIPMENT: Contractor shall equip all vehicles with emergency equipment to be defined in consultation with the City. The minimum equipment includes a fire extinguisher, a flashlight, a seat belt cutter, and a blanket suitable to bear the weight of 200 lbs.
- 1.14 FUEL: Contractor will be responsible for all fuel used under the program.
- 1.15 MAINTENANCE AND REPAIRS: Contractor shall be responsible to pay for all vehicle maintenance and repairs.

- 1.16 INSPECTION: Contractor shall permit representatives from ODOT, and representatives from the City to inspect all vehicles, facilities, equipment, and all relevant data and records pertaining to the use of the equipment.
- 1.17 PLANNING, ADMINISTRATION, GRANT WRITING AND MARKETING: Contractor shall provide assistance with program planning, administration, grant writing, and marketing as established in Exhibit C.

SECTION 2: SPECIAL PROVISIONS

2.1 INSURANCE:

- A. General Indemnity; Reimbursement for Damages: Contractor must agree to indemnify, and hold harmless the City from and against, and reimburse the City for any and all actual or alleged claims, damages, expenses, costs, fees, fines and/or penalties which may be imposed upon or claimed against or incurred by the City which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, unless exclusively resulting from the City's gross negligence or willful misconduct: (i) any act, omission or negligence of Contractor; (ii) any breach, violation or nonperformance of any of Contractor's obligations under this Contract; (iii) any damage caused by Contractor; or (iv) physical and/or mental abuse (including but not limited to sexual abuse), corporal punishment, molestation (including but not limited to sexual molestation), discrimination of any kind, and/or harassment (including but not limited to sexual harassment). For purposes of this Section "Contractor" shall be deemed to include Contractor and Contractor's subcontractors and licensees, and all of their respective partners, officers, directors, agents, employees, invitees, contractors, successors and assigns.
- B. Insurance Requirements: Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this subsection.
- C. General Liability Insurance: At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the Contract in the amount equal the limits on liability of local public

bodies for personal injury and death as established by the Oregon Tort Claims Act (ORS 30.272). "Claims made" coverage will not be acceptable.

- D. Business Automobile Insurance: Contractor must be able to obtain and maintain a business automobile policy or policies listing the City as additional insured, the value of which shall continually equal the limits on liability of local public bodies for personal injury and death as established by the Oregon Tort Claims Act (ORS 30.272).
- E. Workers' Compensation Insurance: Contractor must have or be able to obtain workers' compensation insurance for all employees in accordance with all requirements of Oregon law. Contractor shall also maintain employer's liability coverage in an amount that is acceptable to the City. Required limits are \$500,000/\$500,000/\$500,000.
- F. Accident Records and Reports: Contractor must be able to provide the City with loss/accident information for all general liability and automobile claims in a form acceptable to the City. Contractor must report all accidents as soon as possible to the City.

SECTION 3: ADDITION: In addition, Contractor agrees to comply with the following requirements:

- 3.1 ACCESS AND RETENTION OF RECORDS. Contractor will allow access by the State, City or any of their duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall retain all information and records required by the regulations or directives issued pursuant thereto for three years after the City makes final payments and all other pending matters are closed. Where any information is required of Contractor is the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City or to the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 3.2 SANCTIONS FOR NONCOMPLIANCE. In the event of Contractor's noncompliance with the provisions of this contract, City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the contract until Contractor complies, and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

3.3 SUBLEASE. Contractor shall not assign, transfer, sublet or lease any of its rights or obligations under this agreement without prior written consent of the City.

SECTION 4: TRANSPORTATION TICKET AND PUNCH-CARD DEFINED

A valid ticket, or punch-card, shall be one issued by the City.

SECTION 5: ARRANGEMENT

This agreement constitutes the entire arrangement between the parties and may not be amended, modified or changed in any manner except in writing signed by both parties. Failure or forbearance by either party to exercise any right or privilege under the contract, or any waiver of any breach of any such terms, rights, or privileges which shall continue and remain in full force and affect the same as if no such forbearance or waiver had occurred. No waiver of any breach of any term or condition of this lease shall be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or condition.

SECTION 6: TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2027 and until changed or terminated as hereinafter provided. Contract may be opened only to negotiate charge per trip inside the incorporated city boundaries.

SECTION 7: RIGHTS

Both the City and Contractor have the right to cancel this agreement for cause and convenience at any time upon a 60-day written notification to the other party.

SECTION 8: INTERPRETATION

This agreement shall be interpreted and construed in accordance with the laws of the State of Oregon. In the event any provision contained herein may be in conflict with any statute, ordinance, or regulation thereof, then such provision shall be deemed null and void, but without invalidating any remaining provisions hereof.

In Witness Whereof, the parties hereto have executed this Agreement this _____ day of _____, 2025

CITY OF HERMISTON

Hermiston Taxi, LLC

Byron Smith
City Manager

Sundi Marquez
Managing Member

State of Oregon
County of Umatilla
Date _____

Signed or attested before me on this date by _____.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon
County of Umatilla
Date _____

Signed or attested before me on this date by _____.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A (WORC Program)

1. West-End On-Demand Ride Cooperative (WORC) Program

The WORC program provides rides to and from a rider's place of employment to another destination within one of four pre-defined areas.

2. Rider Employment Eligibility

Riders shall provide proof of employment, and location of work location, to City to become eligible for the WORC program. All rides for that rider shall begin or end at that work location and shall remain wholly within the service area of the punch-card purchased by the rider.

3. Service Areas

Punch-cards shall be color-coded to correspond to the following areas:

- a. "Hermiston City to Work"- Within the City Limits of the City of Hermiston
- b. "Zip Taxi 97838"- Within the geographic area of the 97838 Zip Code
- c. "Hermiston Plus Taxi"-Within the geographic area of either the 97882 (Umatilla) zip code or 97875 (Stanfield) zip code, provided that the trip either begins or ends within the City Limits of the City of Hermiston.
- d. "West End"- Within the geographic area of the 97838, 97882, and 97875 zip codes.

4. Rider Payment

City shall collect all payment from riders for the WORC program, and in exchange issue an approved punch-card associated with the service area purchased. Punch cards shall be equal to 10 one-way rides within the service area and include 10 areas for contractor to punch-out as service is provided.

5. Fare Payment

Contractor shall honor all approved punch-cards, and provide one-way service within that service area. Contractor shall accept as payment from the rider the ability to punch-out one ride from an approved punch-card.

6. Service Minimum Standards

Contractor shall adhere to all minimum standards and service hours as specified in the adopted WORC Program Service Manual.

7. Compensation

City shall compensate Contractor monthly for the amount of punch-cards purchased in the previous month. Contractor shall receive

- \$125 per punch-card: "Hermiston City to Work"
- \$175 per punch-card: "Zip Taxi 97838"
- \$225 per punch-card: "Hermiston Plus Taxi"
- \$300 per punch-card: "West End"

Exhibit B (Senior/Disabled Program)

1. Senior & Disabled Taxi Ticket Program

The Senior & Disabled Taxi Ticket Program provides rides within the City Limits of Hermiston to qualified senior and disabled residents.

2. Rider Eligibility

Riders shall provide proof of eligibility, through age or disability status, to City to become eligible for the Senior & Disabled Taxi Ticket Program.

3. Service Areas

The Senior & Disabled Taxi program rides shall be limited to within the City Limits of the Hermiston.

4. Rider Payment

City shall collect payment from all riders in exchange for one ticket. City shall retain the right to revise fees per ticket.

5. Fare Payment

Contractor shall honor all approved tickets issued by City. Contractor shall accept an approved ticket as payment from the rider.

6. Contractor Payment

Contractor shall submit all tickets within their possession to City at the end of each month. City shall verify the number of tickets submitted and pay contractor \$12.50 per ticket, plus a flat \$5,000 per month baseline payment related to the Senior Program.

7. Service Minimum Standards

Contractor shall adhere to all minimum standards and service hours as specified in the adopted Senior & Disable Taxi Ticket Program Service Manual.

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