**PARATRANSIT SERVICE CONTRACT**

THIS AGREEMENT (“Contract”) is made and entered into this 1st day of November 2025, by the City of Longview, (“City”) and \_\_\_\_\_\_\_\_\_\_, ("Contractor") for the provision of paratransit services.

 WHEREAS, the City operates RiverCities Transit (“RCT”) service in the Longview and Kelso urban area under contract with the Cowlitz Transit Authority (“CTA”); and

 WHEREAS, federal transit regulations require the City to provide complementary paratransit services in relation to its transit service area; and

 WHEREAS, the City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

 WHEREAS, Contractor is able and prepared to provide such services as the City requires, under those terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents of the Paratransit Service Contract; Exhibit A - :Scope of Work”; all elements of the Request for Proposal, Paratransit Services Proposal, and Specifications for Paratransit Services; and all written change orders and modifications issued after execution of this Agreement. These documents form the complete agreement between the parties, and all are as fully a part of the Contract as if attached or repeated herein.

2. **General Requirements.** The Contractor shall provide specialized transportation services as described in Exhibit A. The Contractor will work closely with City staff in implementing the paratransit service in terms of service priorities and service hours.

3. **Purpose.** City hereby contracts with Contractor to provide transportation management and operations services upon the terms and conditions herein set forth.

4. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit A, attached hereto and by reference incorporated herein and made a part hereof.

5. **Vehicles.** Contractor will operate vehicles provided by the City, as identified in Exhibit A, attached hereto and by reference incorporated herein and made a part hereof.

6. **Term of Contract.** The term of this Contract shall be thirty-eight (38) months, commencing on November 1, 2025. Contractor shall commence service operations on November 1, 2025, and continue operations through December 31, 2028. This Agreement may be terminated by either of the parties hereto upon the giving of not less than one hundred eighty (180) successive calendar days of advance notice to the other in writing.

7. **Extension.** City shall have the option to extend the term of this Contract for an additional period of up to three (3) years, provided that the City notify the Contractor of its intention to extend this Contract by June 30, 2028. City shall allow Contractor to negotiate changes in price that shall be mutually agreeable as compensation for services at the time of extension.

8. **Maximum Obligation.** City agrees to pay Contractor for services as described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by City in writing, Contractor will continue to provide services as specified in Exhibit A for the term of the contract. The maximum obligation of the City under this contract for FY 2026 shall not exceed one million four hundred three thousand seven hundred fifty dollars ($1,403,750).

9. **Price Formula.** City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Category I (Fixed Costs)**

 Effective November 1, 2025: Flat monthly rate: $

 Effective January 1, 2027: Flat monthly rate: $

The monthly rate includes, but is not limited to, the following:

* Wages/benefits for managers, schedulers, call takers and other non-driving positions
* Vehicle and other insurance premiums, including contingencies
* Training; alcohol/drug testing
* Supplies and equipment
* Administrative services, equipment and any fees or profit
* Other operating costs

**Category II (Variable Costs)**

 Effective November 1, 2025: Unit rate per vehicle revenue hour for operating City-owned vehicle: $ per hour

 Effective January 1, 2027: Unit rate per vehicle revenue hour for operating City-owned vehicle: $ per hour

Variable costs include, but are not limited to, the following:

* Driver wages and benefits

10. **Invoices.** Contractor shall submit invoices to City on a monthly basis. Each invoice shall contain a certification that all amounts billed are in accordance with this Agreement.

11. **Payment.** All payments by City shall be made in arrears, after the service has been provided. All invoices shall be submitted to City for approval and shall be paid within the City’s routine accounts payable process.

12. **Operating Revenues.** All operating revenues collected by Contractor, including all fares, tickets sales, and pass revenues, are public funds and are the sole property of the City. Contractor shall remit all such revenues to the City on a bi-monthly basis. Revenues collected from the 1st through the 15th of each month shall be remitted to the City by the following Thursday. Revenues collected the 16th through the end of the month shall likewise be remitted by the following Thursday.

1. **Modification to Rates.**
2. Contract price changes during the initial term are only allowable if Federal, State, or Local legislation is passed that may affect pricing after stated proposal due date. Rates shall remain the same for November 2025 – December 2026, which shall be considered year one (1). Thereafter, price changes shall be based off the Consumer Price Index (CPI), not to exceed more than a 5% increase.
3. Price changes for years **two (2) through five (5)** shall be based on the CPI. Price increases or decreases shall become effective on the first day of the extended agreement renewal date if agreed by both parties. All fees and services charges shall be increased or decrease by the change in the CPI, not to exceed more than a 5% increase for any year.
4. As soon as possible after January 1, 2027, the Contractor shall send to the City a CPI comparative statement setting out the following information: 1) the index value on December 31, 2025; 2) the index value on December 31, 2026; 3) the net percentage change in the two index values; and 4) a new schedule of fees to be charged by the Contractor based on 100% of the net percentage (up or down) of the CPI index values. This same information shall be provided by the Contractor to the City as soon as possible on each January 1 thereafter.
5. On the next billing date after the receipt of the comparative statement, the City shall pay to the Contractor or the Contractor shall credit to the City, a lump sum equal to any increase or decrease applicable to that portion of the current fee period which has lapsed since January 1, in addition to the current month’s billing. Thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the City.
6. Price changes for any other justifiable reason will be determined by the City Manager on a case-by-case basis.
7. Price change requests will not be considered or granted until all outstanding financial reports have been submitted to the City.

14. **Disputes.**

a. Any factual disputes between City and the Contractor in regard to this Contract shall be resolved according to the terms set forth by this contract.

b. Any action brought against either party to enforce this Contract will be brought in the Superior Court of Cowlitz County, Washington.

15. **Communications.** All notices hereunder and communications with respect to this Contract shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage paid to the persons named below:

 If to Contractor: Attn:

 If to City: Attn: Transit Manager

 City of Longview

 RiverCities Transit

 P.O. Box 128

 Longview, Washington 98632

16. **Information and Documents.** All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Contractor without charge and without undue delay by the City.

17. **Proprietary Rights.** All inventions, improvements, discoveries, proprietary rights, patents, and copyrights made by Contractor under this Contract shall be made available to the City with no royalties, charges, or other costs, but shall be owned by Contractor. All manuals prepared by Contractor under this Contract shall be made available to the City at no charge but shall be owned by Contractor and shall not be copied, disclosed, or released by the City or other participating organization without prior written consent of Contractor. Reports are excluded from this provision and shall be owned by the City. Contractor, however, shall have the right to print and issue copies of any such reports at Contractor's expense. Contractor may make presentations and releases relating to the project. Papers and other formal publications shall be approved by the City before release or publication.

 The City shall provide a dispatching software system for use by Contractor. The dispatch system and any associated data therein are property of the City and its vendor and are provided for use at no charge to the Contractor. The City reserves the sole right to purchase any enhancements or modifications to the dispatch system to add any new capabilities, and Contractor shall utilize such new capabilities to perform the scope of work.

18. **Force Majeure.** Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events may include but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war, or civil disorder; or unavailability of fuel.

19. **Emergency Procedures.** In the event of a major emergency, including but not limited to, an earthquake, dam failure, or man-made catastrophe, Contractor shall make transportation and communication resources available to the highest degree possible for emergency assistance. If the normal line of direct authority from the City is intact, Contractor shall follow the instructions of the City. If the normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following to the highest degree possible the direction of an organization such as the police, Federal Emergency Management Agency, Washington Department of Emergency Management, or National Guard, or similar, which appears to have assumed responsibility. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to safety or shelter. Contractor shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of Contractor's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligations" of this Agreement. Immediately after the emergency condition ceases, Contractor shall reinstitute normal transportation services.

20. **Indemnification; Insurance.** The Contractor shall indemnify and hold the City and CTA, their officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City and/or CTA. The City’s inspection, knowledge, or acceptance of the Contractor’s work shall not be grounds to void any of these covenants of indemnification. Contractor is required to fully cooperate and participate in the investigation of any incident or event.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, and in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City and/or CTA, their officers, officials, employees, agents and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

Insurance.

1. The Contractor shall obtain and maintain throughout the duration of this Contract, insurance coverage for claims of bodily injury or property damage arising out of or in connection with the performance of work under this Contract, including work performed by the Contractor’s agents, representatives, employees, sub-consultants or sub-contractors.

Prior to commencing any work, the Contractor shall provide the City with a Certificate of Insurance as evidence of the following insurance coverage and limits:

1. Commercial general liability and umbrella and/or excess liability insurance no less than $1,000,000 per occurrence with a $5,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability. If necessary to obtain the required limits, commercial umbrella or excess liability is permitted.
2. Business auto coverage for any vehicle (owned or non-owned) with coverage limits of no less than $1,500,000 each accident.
3. Workers compensation coverage as required by the State of Washington.
4. Employer’s liability insurance not less than $1,000,000 per occurrence.

The Contractor shall be solely responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance policies. In the event the City is required to contribute to any such deductible, the Contractor shall fully reimburse the City for the amount of the contribution.

The City and Cowlitz Transit Authority shall be named as additional insureds on the Contractor’s commercial general liability and business auto liability policies for ongoing and completed operations, on a primary and non-contributory basis. The additional insured endorsements shall be included with the Certificate of Insurance as described in Section 20 above. A copy of the Declarations and Endorsement Page of the commercial general liability policy listing all policy endorsements shall be provided to the City. The City reserves the right to receive a certified and complete copy of Contractor’s insurance policies.

It is the intent of this Contract that the Contractor's insurance be considered primary in the event of a loss, damage, or legal claim. Any insurance maintained by the City, including coverage provided to CTA, shall be considered excess and not contributory with the Contractor’s insurance. Additionally, the Contractor's commercial general liability policy shall include cross-liability coverage equivalent to that provided under the standard ISO “Separation of Insureds” clause.

The Contractor shall request that its insurer(s) modify the ACORD Certificate to include a provision stating that the City will be provided with written notification of any cancellation, suspension, or material change in the Contractor's coverage. Such notice shall be given at least thirty (30) days in advance of the effective date of the cancellation, suspension, or material change. In the event of cancellation due to non-payment of premium, a minimum of ten (10) days’ advance notice shall be provided.

22. **Non-Discrimination Assurances.** The Contractor hereby affirms that, as a condition to receiving any Federal financial assistance pursuant to this Contract, it will comply with Title VI of the Civil Rights Act of 1964, 78 Sta. 252, 42 U.S.C. 2000d through 2000e-16 (the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation - the effectuation of the Act (” Regulations”), and other pertinent directives, to the end that, in accordance with the Act, Regulations, and other directives, no person in the United States shall, on the grounds of sex, race, color, marital status, age, creed, national origin, or handicap except for a bona fide occupational qualification, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity of which the Contractor receives Federal financial assistance pursuant to this Agreement. The Contractor hereby affirms that it will promptly undertake any actions necessary to satisfy this condition precedent. It is further understood that, for the purposes of the Act or Regulations referenced herein, the Contractor shall be considered the "recipient" as defined therein.

More specifically, and without limiting the foregoing general affirmations, the Contractor hereby provides the following specific assurances with respect to the project to be undertaken pursuant to this Contract:

 a. The Contractor shall insert the following notification in all solicitations for bids for work or materials subject to regulations promulgated in connection with this project, or more generally by the U.S. Department of Transportation for other purposes, and, in an adopted form in all proposals for negotiation agreements:

"(Name of Contractor), in accordance with Title VI of the Civil Rights Act of 1964, and Title 49 Code of Federal Regulations, Department of Transportation, Sub-title A. Part 21, 'Nondiscrimination in Federally Assisted Programs of the Department of Transportation,’ issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, marital status, age, creed, national origin, or handicap except for a bona fide occupational qualification in consideration for an award.

 b. The Contractor assures that all fixed facility construction or alteration and all new equipment included in the project will comply with applicable regulations regarding "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", set forth in 49 C.F.R. Part 27, and any amendments thereto.

23. **Prohibited Interest.** No member, officer, or employee of City during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

24. **Transit Employee Protective Agreements.** The Contractor shall abide by all transit employee federal protective agreements, including those found in USC Title 49, Chapter 53, Section 5333, as well as the subsequent “Agreement Pursuant to Section 13(C) of the Urban Mass Transportation Act of 1964, as Amended,” which protects the contractual and employment rights of City employees who are represented by ATU Local 758.

25. **Audit and Inspection of Records.** The Contractor shall permit the authorized representatives of the City and the State of Washington to inspect and audit all data and records of the Contractor relating to performance under this Contract until the expiration of six (6) years after final payment under this Contract.

 The Contractor further agrees to include in all subcontracts entered into pursuant to this Contract a provision stipulating that the subcontractor agrees to grant the City and the State of Washington, and any of their duly authorized representatives, access to and the right to examine any directly pertinent books, documents, papers, and records of the subcontractor, for a period of three (3) years following final payment under such subcontract. For purposes of this clause, the term "subcontract" shall not include (1) purchase orders not exceeding $10,000, or (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

26. **Conflicts of Interest and Noncompetitive Practices.** At the time of contract award and upon completion of this Contract, the Contractor will be required to sign an affidavit containing the following provisions:

a. Conflict of Interest. The Contractor, by entering into this Contract with the City to perform or provide work, services, or materials covenants and assures, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take immediate action to eliminate the conflict or withdraw from this contract, as the City may require.

b. Contingent Fees and Gratuities. The Contractor, by entering into this contract with City to perform or provide work, services, or materials covenants and assures:

1. That no person or selling agency, except bonafide employees or designated agents or representatives of the Contractor, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any of its agents, employees, or representatives, to any official, member, or employee of the City of other governmental agency in order to secure this Contract or secure favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

27. **Compliance.** The Contractor shall comply with all applicable provisions dealing with transportation of disabled persons during the term of and any extension to this Contract.

28. **Adherence to Law.** Both parties shall comply with all applicable laws governing their relationship with employees, including, but not limited to statutes, regulations, rules, and policies concerning worker's compensation, unemployment compensation, and minimum wage requirements.

29. **Independent Contractor.** The Contractor shall be considered an independent contractor for all purposes, and neither the Contractor nor any of its contractors, subcontractors, or their respective employees shall be deemed employees of the City or CTA. Consequently, the employees of the Contractor, its contractors or subcontractors shall not be subject to any withholding for tax, social security, or other purposes by the City or CTA. Furthermore, neither the Contractor, subcontractor, nor their employees shall be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or any other benefits provided by the City or CTA.

30. **Mutual cooperation.** The Contractor acknowledges that the performance of this Contract is critical to the provision of essential public services and to the achievement of the City’s stated goals and mission. Accordingly, the Contractor shall maintain a cooperative and good faith

 attitude in all interactions with the City and shall actively promote a public image that reflects mutual benefit to both parties. The Contractor further agrees not to make any statements or take any actions that may be detrimental to this effort.

31. **Headings.** The headings or titles to sections of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

32. **Severability.** Should any provision of this Contract or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Contract shall remain in full force and effect.

33. **Assignment.** The Contractor shall not assign or delegate its rights and/or obligations under this Contract without obtaining prior written consent from the City. Any assignment or delegation made by Contractor without the City’s prior written consent shall render this Contract voidable at the sole discretion of the City.

The City hereby agrees to retain the Contractor to provide the materials and perform the work described, and to ensure all work is completed in accordance with the terms and conditions set forth herein. The City further agrees to compensate the Contractor for such work in accordance with the terms and conditions of this Contract, including the scope of work and schedule of unit or itemized prices contained herein or attached hereto, at the time and in the manner and upon the conditions provided for herein.

The Contractor for himself and for its administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year hereinabove written.

CITY OF LONGVIEW, RiverCities Transit

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jennifer G. Wills, City Manager

 CITY OF LONGVIEW <Contractor>

Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charlotte A, Archer, Interim City Attorney