

ORDINANCE NO. 1554

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FIRST TRANSIT, INC. OF CINCINNATI, OHIO FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT).

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) heretofore issued Request for Proposal (RFP) CAT2021 on February 11, 2021 requesting proposals from qualified companies for Canby Area Transit Operations; and

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on March 18, 2021:

Company Name:

First Transit, Inc.

MTR Western

MV Transportation, Inc.

WHEREAS, following an interview process, a five (5) member Selection Committee individually scored the proposals and met on April 8, 2021 to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

WHEREAS, First Transit, Inc. received the top score of 70.82% and was identified unanimously by the Selection Committee as the most able, experienced and best value proposer.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with First Transit, Inc. of Cincinnati, Ohio to provide transit operations for the City's Transit System. A copy of said contract, dated May 19, 2021, is attached hereto as Exhibit "A" and by this reference incorporated herein.

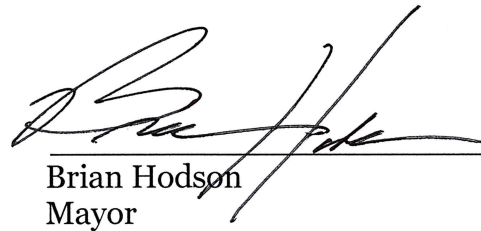
SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 5, 2021, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 19, 2021 commencing at the hour of 7:30PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Melissa Bisset
Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on May 19, 2021, by the following vote:

YEAS 5

NAYS 0



Brian Hodson
Mayor

ATTEST:

Melissa Bisset
Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1554 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

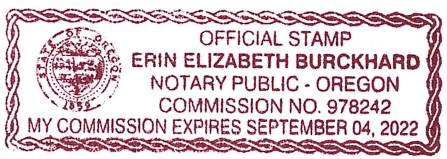
- 1. Canby Civic Building – Front Doors
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021.

Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023



Transit Services Contract No: CAT2021

THIS CONTRACT made and entered into, in duplicate, this 9th day of May, 2021 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called “City,” and First Transit, Inc, with headquarters located in Cincinnati, Ohio hereinafter called “Contractor” for the following project and amount as set forth below.

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services for the City of Canby and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal (RFP) dated February 11, 2021 to provide such services, and Contractor submitted its Proposal dated March 16, 2021 in response thereto. Following an evaluation by the City and its selection committee, Contractor was selected to be the most efficient and reliable service provider among the field of qualified competitors; and

WHEREAS, the Parties now wish to enter into this Transit Contract Agreement to memorialize their agreement,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Contractor will provide services as specified to operate Canby Area Transit service as described in the Request for Proposal and listed attachments beginning July 1, 2021 through June 30, 2024, with three (3) one year options to renew in succeeding years. The Parties acknowledge and agree that a decision to renew is completely within the discretion of the City.

Attachments on file and FTA Requirements made part of this contract:

RFP CAT2021 which includes:
Federal Transit Administration Requirements (Section 4)
Attachments A through G
Contractor response to RFP CAT2021 (dated March 16, 2021)

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor. Unless specifically noted in writing between the Parties, Contractor and City will follow all Terms and Conditions as outlined in the RFP dated February 11, 2021 and Contractor’s Proposal dated March 16, 2021.

Compensation Amount as of Date of Award:

Compensation is based on a Vehicle Revenue Hour (VRH) rate

Budget – Year 1	\$1,453,743	(19,969 VRH - @ \$72.80 per vehicle revenue hour)
Budget – Year 2	\$1,591,787	(20,748 VRH - @ \$76.72 per vehicle revenue hour)
Budget – Year 3	\$1,651,389	(20,555 VRH - @ \$80.34 per vehicle revenue hour)

Option extensions to be added by amendment as agreed upon between the parties in future negotiation should the City choose to renew the agreement for succeeding year(s).

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

GENERAL CONDITIONS

CONTRACTOR IDENTIFICATION AND BUSINESS LICENSE: Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service. Contractor understands it is required to obtain an annual City of Canby business license for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.

SUBCONTRACTORS AND ASSIGNMENT: Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City which would not be unreasonably withheld. City, by this Contract incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term of the Contract.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW AND VENUE: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract. The laws of the State of Oregon shall govern the interpretation of any provisions of this contract. Venue shall be in the Clackamas County Circuit Court.

LEGAL EXPENSES: Prior to submitting a dispute to a court of law, the parties agree to negotiate in good faith to resolve any dispute that may arise, and parties agree to mediation using a mutually agreed upon mediator prior to submitting to a court of competent jurisdiction. In the event legal action is brought by the City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs and expenses as may be set by the court both at trial and all appeals therefrom.

FORCE MAJEURE: In the event Contractor is unable to provide the transportation services as specified in this contract because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, pandemics or epidemics, failure of the communication or power grid, or any other condition or cause beyond Contractor's control will temporarily excuse contractor from performance under this contract only for the duration of the cause or condition.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS: Amendment or changes to this Contract shall be in writing and will become a part of this Contract when agreed upon by both parties and signed by the Authorized Officials.

REOPENER: Where changes in service are impacted by greater than ten (10) percent for over a six month period, or where changes in law require changing the pricing structure to remain in compliance with law, the parties agree to re-open the contract and negotiate in good faith upon the written request of either party. If the parties cannot come to a mutual agreement within 60 days of service of the written request, the contract may then be terminated with 90 days written notice.

Any and all notices, writings, correspondence, etc as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY OF CANBY:

Scott Archer
City of Canby
PO Box 930
222 NE 2nd Avenue
Canby, OR 97013
503.266.4021

CONTRACTOR:

First Transit, Inc.
600 Vine St.
Cincinnati, OH
45202

IN WITNESS WHEREOF, City and Contractor have executed this Contract for Transit Service dated 28 May, 2021.

CITY:



Signature of Authorized Official

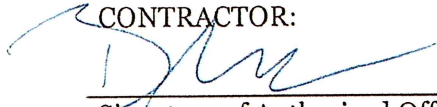
Scott Archer, ^{City} Administrator

Name, Title of Authorized Official
(print or type)

6/2/21

Date

CONTRACTOR:



Signature of Authorized Official

Bradley Thomas, President

Name, Title of Authorized Official
(print or type)

6/1/2021

Date