

AGREEMENT FOR DIAL-A-TAXI SERVICES

This Agreement for Dial-A-Taxi Services Agreement (“Agreement”) is made this ____day of August, 2017 by and between the City of Hermosa Beach, hereinafter referred to as the ("CITY") and Taxi Company, hereinafter referred to as the ("CONTRACTOR").

- A. CITY desires to make Dial-a-Taxi services available to eligible seniors (62 years and older) and persons with disabilities who reside in Hermosa Beach.
- B. CITY does not own the transportation equipment or employ personnel qualified to provide Dial-a-Taxi services with its own forces and hence, must contract with a qualified transportation provider to offer the services.
- C. CONTRACTOR operates transportation services, is a franchised taxicab provider in the City and is, therefore, capable of providing the Dial-a-Taxi service.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

- 1. Contract Administrator. The City Manager or his authorized representative (hereinafter referred to as "City Administrator") shall administer this Agreement on behalf of the CITY. _____ shall administer this Agreement on behalf of the CONTRACTOR, and shall have the authority to bind the CONTRACTOR.
- 2. Service to be performed by CONTRACTOR. CONTRACTOR will pick up and transport eligible passengers upon telephone request twenty-four (24) hours a day, seven (7) days a week (including holidays) identified and within the stated geographic boundaries as identified in Exhibit "A" of this Agreement, for a set City subsidized fare as set forth in subparagraph (d) of this Section 2. The specific services to be performed by CONTRACTOR under this Agreement shall be as follows:
 - a. Accept telephone requests from any eligible rider referencing their program identification number for dial-a-taxi service and dispatch a vehicle to the pick-up location. The vehicle shall arrive at the pick-up location within twenty-five (25) to thirty (30) minutes of the pick-up time agreed upon between the eligible rider and CONTRACTOR dispatch center. Patrons shall be advised of any probable time delays. In the event the taxicab arrives later than the allotted twenty-five (25) to thirty (30) minute response time, and the patron has not been notified of a probable delay, neither the CITY nor the patron will be required to compensate the CONTRACTOR for the cost of that trip.

- b. To maximize service efficiency and productivity, CONTRACTOR shall offer the following options for residents to reserve a trip:
 - i. Reservation Service: Patrons may reserve a trip up to two (2) weeks in advance, specifying the time of pick-up and destination for a one-time only trip.
 - ii. Subscription Service: Patrons may schedule a standing pick-up for the same time daily or weekly. CONTRACTOR shall maintain a list of such standing appointments at its dispatch facility. In the event of contract termination, list shall be provided to CITY.
- c. CITY Dial-a-Taxi passengers shall pay a set fare per trip, as determined by the CITY or a program coupon. CONTRACTOR will invoice the CITY for each trip at the actual meter rate. CONTRACTOR'S drivers shall accept City-issued program coupons from eligible passengers.
- d. CONTRACTOR shall gather ridership data and report such information to the City Administrator on a monthly basis. The type of data to be collected shall be determined by the Administrator.
- e. Dedicated Telephone Line: CONTRACTOR shall provide a toll-free dedicated telephone number for use by Dial-A-Taxi passengers.
- f. Vehicles, Maintenance, Appearance/Inspections:
 - i. Vehicles: it shall be CONTRACTOR'S responsibility to maintain and operate all participating vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, management, service monitoring, and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. Taxis shall have a taxi meter with a current approval and inspection by the Department of Weights and Measures. CONTRACTOR shall assure that participating vehicles meet all applicable codes and laws. CONTRACTOR must maintain and have properly licensed a minimum of two (2) taxicabs equipped with a wheelchair lift to operate within the Dial-a-Taxi program throughout the term of this Agreement.

- ii. Appearance: All "in-city" Dial-A-Taxi vehicles shall be uniform in appearance and have the appropriate CONTRACTOR logo and color scheme. For return medical trips outside of the CITY, other vehicles can be used.

All Dial-A-Taxi vehicles shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hands or fingerprints, exterior and interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts shall be kept clean and in good repair.

CITY reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.

- i. Upon receipt of notice from the City, the Contractor shall promptly correct any deficiency in Contractor's performance of this Agreement.
3. Service to be performed by the CITY. In connection with the service and this agreement, the CITY shall:
- a. Set public fares for the service
 - b. CITY will provide voicemail line for complaints.
 - c. Materials: The CITY shall provide the participants with the following program materials as necessary for the appropriate implementation of the program.
 - i. The City may in its discretion sell program coupons to eligible passengers to use for payment to Contractor's drivers in lieu of cash. The City is responsible for determining the documentary proof necessary to prove eligibility for purchase of coupons.
 - ii. Brochures, fliers, and other documents necessary for the advertisement of the program.

4. Changes. The CITY reserves the right to order an increase or decrease in the level of service provided with thirty (30) days' written notice.
5. Compensation and Method of Payment. The CITY shall pay CONTRACTOR for services at the approved rate in effect at the time service is provided under this agreement.
 - a. Payment Process: CONTRACTOR shall submit invoices to CITY no later than the 20th of the month for service provided the previous month. Invoices and required documentation will be on forms approved by CITY and will be accompanied by valid and fully filled out Trip Tickets listed on the invoice. Invoices submitted in a timely manner with all required documentation will result in payment in thirty (30) calendar days to CONTRACTOR. If the City disputes any items on an invoice, it may deduct that disputed item from payment until the dispute is resolved; City shall not, however, delay payment for undisputed portions of the invoice.
 - b. Fare and Tipping Policies: drivers shall not solicit or accept tips or other forms of gratuities. CONTRACTOR shall develop a plan to insure that this policy is adhered to, including conducting on-board sting investigations. CONTRACTOR shall also have a policy that drivers will automatically be terminated from the program for soliciting or accepting tips.
6. Reporting Requirements
 - a. Budget: the CONTRACTOR shall receive an annual budget from the CITY. This annual budget is the total funding available for all aspects of the program. The CONTRACTOR may not exceed the annual budget without prior written approval by the CITY. The CONTRACTOR must advise the CITY as to status of ridership and related expenses on a monthly basis to be included with the billing submitted to the CITY. At minimum included with each monthly billing to the CITY must be statistics such as monthly ridership and year-to-date expenses. The CONTRACTOR shall also meet with the CITY as determined by either entity to review and discuss budget or related matters in order to see that the annual budget is not exceeded.
 - b. Submittals: CONTRACTOR shall submit all reporting documents required at the frequency established by CITY. These shall include, but not be limited to: monthly statistical reports submitted with monthly invoicing, driver's logs and office logs for dates requested for the purpose of documenting on time

performance standards. CONTRACTOR shall also submit written reports on an irregular basis as requested by CITY for specific purposes. If required, CONTRACTOR shall provide a Federal Transit Administration National Transit Database Report (Formerly known as Section XV) to the Metropolitan Transportation Authority (MTA). CONTRACTOR shall be liable for the cost of any funding penalties due to the failure to comply with this reporting requirement.

- c. Daily Records: Dispatching shall also keep records of pick-up request orders taken. A "trip ticket" for each order shall include the caller's name, telephone number, pick-up and drop-off address, time the call was received, and time the call was dispatched.
- d. Monthly Summaries: A monthly summary shall be attached to the CONTRACTOR's billing invoice and shall include the following: passenger data by fare category or trip type; total vehicle miles and revenue miles; total vehicle hours and revenue hours; passenger per hour; miles per passenger fares collected; no shows and cancellations; response to passenger complaints; accidents or incident investigation findings. Information shall be broken down by day.
- e. Incident Reports: Drivers shall be required to complete "incident reports" after any out of the ordinary occurrence during service. Such reports must be submitted for CITY review within 48-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct.
- f. Vehicle Accidents: CONTRACTOR shall have sole responsibility, at its own expense, for repair of Dial-A-Taxi vehicles damaged in a vehicular accident. CITY shall retain the right of accident investigation as it sees fit; and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
- g. Patron Complaints: CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as a part of program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. All complaints must be responded to by the CONTRACTOR within one week of the time the complaint was received. CITY may require complaint investigation by CONTRACTOR, in which event CONTRACTOR'S response shall be in writing. Any complaint not responded to by the CONTRACTOR will be deemed a valid complaint.

- h. Retention/Review of Records: The CONTRACTOR will maintain all records pertaining to the services performed under this Agreement for a period of three years. The CONTRACTOR shall make its records pertaining to this Agreement available to the CITY upon request during regular business hours either for inspection or audit.

7. Service Sanctions

- a. Service complaints include, but are not limited to, missed pick-ups, late arrivals/pick-ups (more than 30 minutes), and rude behavior, including asking or demanding a tip and/or drivers commenting on trip compensation.
- b. If CITY receives five (5) or more substantiated complaints about the CONTRACTOR during any calendar month, the CITY will deduct one thousand dollars (\$1,000) from the following month's invoice.
- c. CITY will notify CONTRACTOR, in writing at its designated address, after receipt of fourth substantiated complaint, that said penalty will be imposed and that its invoice will be reduced by the penalty amount. Failure by the CITY to notify CONTRACTOR after fourth complaint does not preclude imposition of the penalty.
- d. Any CONTRACTOR receiving fifteen (15) or more service complaints in a six (6) month period may be subject to contract termination.

8. Independent Contractor. CONTRACTOR's relationship to the CITY in performance of this agreement is that of an independent contractor.

9. Permits and Licenses. CONTRACTOR shall maintain in force during the contract period all licenses and permits required by law for the operation of CONTRACTOR's business in Hermosa Beach including applicable business license.

10. Insurance. During the term of this agreement, CONTRACTOR shall have and maintain all of the insurance coverage specified below. The CONTRACTOR shall comply with all items specified by this Agreement. All insurance policies secured to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's Rating of not less than A-VII unless otherwise approved by City. The Insurance Endorsement Forms attached to the Request for Proposals shall be utilized to provide evidence of insurance.

CONTRACTOR shall maintain the types of insurance and limits as follows:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverage provided by and to the extent afforded by Insurance

Services Office Form CG0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than \$1,000,000 dollars per occurrence. City, its employees, officials, volunteers and agents, shall be added as additional insured by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk- financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Hermosa Beach Insurance Endorsement Form No.1 (General Liability) must be executed by the applicable underwriters.

- b. **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverage provided by and to the extent afforded by Insurance Services office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage shall be no less than \$1,000,000 dollars per accident. City, its employees, officials, volunteers and agents, shall be added as additional insured by endorsements to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Hermosa Beach Insurance Endorsement Form No.2 (Auto) must be executed by the applicable insurance underwriters.
- c. **WORKERS COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of City.
- d. **Additional Requirements.** The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

City shall notify Franchisee in writing of changes in the insurance requirements. If Franchisee does not deposit copies of acceptable insurance policies with City incorporating such changes within sixty (60) days of receipt of such notice, Franchisee shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to City shall be subject to the following changes:

- (1) Either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to City and its officials, volunteers, employees and agents (with additional premium, if any, to be paid by Franchisee); or
- (2) Franchisee shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expense.

e. **Verification of Compliance.** CONTRACTOR shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City.

11. **Driver Qualifications:** CONTRACTOR is to have a personnel program which includes recruitment, hiring, training and performance review. All drivers shall be legally licensed to operate a taxi and pass a fingerprint background check as established by the CITY's Business License requirements. Drivers must have a satisfactory Department of Motor Vehicles record. Drivers must receive sensitivity and safety training. Drivers shall assist any passenger having difficulty in boarding. Drivers shall assist passengers in wheelchairs with boarding and tie downs. Drivers are to be alert, clean, careful, courteous and competent in their driver skills. Drivers shall wear a uniform consisting of blue or black pants, white shirt and closed-toed shoes and name badge. (This may be modified to reflect CONTRACTOR'S standard uniform).

12. **Mediation.** The parties hereto shall mediate any dispute or controversy arising under this agreement, or in connection with any of the terms and conditions hereof. A third-party neutral mediation service shall be selected for mediation as agreed upon by the parties

and the costs and expenses thereof shall be borne equally by the parties hereto. If the parties are unable to mutually agree upon the mediator to be selected hereunder, the City Council shall select such a neutral, third-party mediation service and the City Council's decision shall be final. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that referral of any such dispute or controversy, and mutual good faith efforts to resolve the same thereby, shall be conditions precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

13. Indemnity. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, damages or liability, including all reasonable attorneys' fees and other costs incurred in defending any claims arising out of or in connection with the services performed by CONTRACTOR under this agreement. Such indemnity shall extend, but not be limited to, claims, damages, and liability arising from injuries or damages to person or property, provided that the obligation to indemnify shall not extend to claims, damages, or liability arising solely from the negligence or misconduct of the CITY or its officers, agents, or employees.
14. Notices. All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid.

Notice required to be given to the CITY shall be addressed as follows:

City Clerk
City of Hermosa Beach 1315 Valley Drive
Hermosa Beach, CA 90254

Notice required to be given to the CONTRACTOR shall be addressed as follows:

Taxi Company
Attn:
Address
City, State, Zip

15. Termination. The City or the CONTRACTOR may terminate this agreement at any time with or without cause by giving thirty (30) days written notice to the other. CONTRACTOR shall be compensated based upon the work which has been completed, and CONTRACTOR shall be entitled to no further compensation upon termination.

16. Assignment. This agreement shall not be assigned by the contractor without written consent of the CITY.

17. Term. This amended Agreement shall be in effect through May 31, 2018.

DIAL-A-TAXI TRANSPORTATION AGREEMENT

BETWEEN

THE CITY OF HERMOSA BEACH

AND TAXI COMPANY

SIGNATURE PAGE

IN WITNESS WHEREOF, this agreement was executed on the day and year first mentioned above.

TAXI COMPANY

Title

CITY OF HERMOSA BEACH

City Manager

ATTEST:

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

The approved boundaries for the service area are:

The cities of Manhattan Beach, Redondo Beach, Lawndale, and parts of Torrance, El Segundo and Hawthorne as follows: El Segundo Boulevard as the north boundary, Crenshaw Boulevard as the east boundary, and Pacific Coast Highway as the south boundary. For the purpose of medical appointments only, the east boundary will be extended to Western Avenue.

- **Alternative Locations:** Alternative locations not noted above must be approved by the CITY and the CONTRACTOR.