

CITY COUNCIL MEETING
APRIL 2, 1986

8

PUBLIC LIABILITY
INSURANCE FOR
CITY OF LODI
DIAL-A-RIDE
PROGRAM

RES. NO. 86-52

Following receipt of a report by Assistant City Manager

CC-21.1 (a)
CC-50 (b)

Glenn, regarding public liability coverage for the Dial-A-Ride program, Council, on motion of Council Member Pinkerton, Olson second, adopted Resolution No. 86-52 approving the following actions contingent upon verifications of information received by telephone on April 2, 1986 regarding this matter:

- a) Authorized the City of Lodi to pay the public liability insurance premium covering the Dial-A-Ride program in the amount of \$15,000, which amount is to be appropriated from TDA Funds.
- b) Authorized modifying the present Agreement with the City Cab Company covering the Dial-A-Ride program whereby the City Cab Company will be reimbursed at the rate of \$2.75 for each Dial-A-Ride ticket presented to the City for service within the City of Lodi and \$3.25 for each ticket presented to the City of Lodi for service in the County.

CITY COUNCIL

FRED M. REID, Mayor
EVELYN M. OLSON
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634

103 307
THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

City Cab Company
510 East Lodi Avenue
Lodi, California 95240

Subject: Amendment to the 1985-1986 Dial-A-Ride Agreement

Gentlemen:

This Letter Agreement made and entered into this 25th day of April, 1986, by and between the City of Lodi, a municipal corporation of the State of California, hereinafter referred to as CITY; and Wynston Margrave and Rae Margrave, his wife, doing business as City Cab Co. of Lodi, California, hereinafter called COMPANY.

WHEREAS, the parties entered into an Agreement dated July 3, 1985 and ending June 30, 1986, copy attached hereto as Exhibit A and incorporated herein by reference, whereby City agrees to provide a subsidized dial-a-ride transit system in the City of Lodi; and

NOW, THEREFORE, said Agreement is amended as follows:

Paragraph 9 of said Agreement is hereby amended as follows:

Company agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming Company as an Additional Insured, and

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Amendment to the 1985-86 Dial-A-Ride Agreement

under which the insurer agrees to indemnify and hold City harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Company's or Company's agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on Company's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or

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Amendment to the 1985-86 Dial-A-Ride Agreement

reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the project/event that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the project/event, this Agreement shall be null and void and the project/event shall be cancelled. In the matter of a lease agreement, a duplicate or certificate of said insurance must be in the City's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Letter Agreement, shall apply and be construed as applying to any subtenant of Company.

The City of Lodi shall be responsible upon receipt of invoice or other evidence of the cost, to pay for the above mentioned insurance policy.

Paragraph 14 of said Agreement is hereby amended:

Upon the effective date of this Agreement, the Company shall be reimbursed at the rate of \$2.75 for each Dial-A-Ride ticket presented to the City for service within the City of Lodi, and \$3.25 for each ticket presented to the City of Lodi for service to the Woodbridge area, pursuant to the Agreement dated November 16,

Page Four

Amendment to the 1985-86 Dial-A-Ride Agreement

1982 by and between the City of Lodi and the County of San Joaquin (Resolution No. 82-129), during the term of this Agreement upon presentation of logs and tickets which establishes the number of Dial-A-Ride passengers served by Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

By: *Wynston Margrave*
Wynston Margrave

CITY OF LODI
a municipal corporation

By: *Rae Neel Margrave*
Rae Neel Margrave

By: *Fred M Reid*
Fred M. Reid
Mayor

dba CITY CAB CO.

Attest:

Approved as to Form

Ronald M. Stein
Ronald M. Stein
City Attorney

Alice M. Reimcke
Alice M. Reimcke
City Clerk

CITY COUNCIL

DAVID M. HINCHMAN, Mayor
FRED M. REID
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

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THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

City Cab Company
510 East Lodi Avenue
Lodi, California 95240

Subject: Renewal 1985-86 Dial-A-Ride Agreement

This Letter Agreement made and entered into this 3rd day of July, 1985 by and between Wynston Margrave and Rae Neel Margrave, doing business as City Cab Co. of Lodi, California, hereinafter called Company; and the City of Lodi, a municipal corporation of the State of California, hereinafter referred to as CITY.

WHEREAS, Company and City entered into an Agreement dated June 20, 1984 and ending June 30, 1985, copy attached hereto as Exhibit A and incorporated herein by reference, whereby City agrees to provide a subsidized dial-a-ride transit system in the City of Lodi; and

WHEREAS, Company and City wish to renew said Agreement based on the same terms and conditions as in previous Agreement;

EXHIBIT "A"

NOW, THEREFORE, said Agreement is hereby extended for a one year period, commencing July 1, 1985 and ending June 30, 1986 under the same terms and conditions of said 1984-85 Dial-A-Ride Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By Wynston Margrave
Wynston Margrave

CITY OF LODI,
a municipal corporation

By Rae Neel Margrave
Rae Neel Margrave

By David Johnson
Mayor

dba CITY CAB CO.

Attest:

Alice M. Binche
City Clerk



A G R E E M E N T

THIS AGREEMENT, made and entered into this 20th day of June, 1984, by and between the City of Lodi, a municipal corporation, hereinafter called "CITY"; and Wynston Margrave and Rae Neel Margrave, his wife, doing business as City Cab Co. of Lodi, California, hereinafter called "COMPANY".

The parties hereto do hereby acknowledge that each have read and are completely familiar with the Dial-A-Ride Operation Plan, attached hereto as Exhibit "A" and incorporated herein by reference.

It is the intent of the City of Lodi to provide subsidized low-cost transportation to all residents of the City of Lodi. This transportation system is to be a demand response system with vehicles owned by the City, with operating policies promulgated by the City. Company will provide the day-to-day operations of the system, provide the drivers and the dispatching of the vehicles. In order to carry out said plans, the parties hereto are entering into this Agreement to cover the specific items of obligation of the respective parties. In consideration of

the mutual covenants and conditions herein contained, it is hereby agreed between the parties as follows:

1. City will provide sufficient vehicles in order to provide the levels of service outlined in the Dial-A-Ride Operation Plan within the incorporated limits of the City of Lodi, between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday of each week, excluding holidays (New Year's Day, Washington's Birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day).

2. The Company will have available sufficient drivers to provide no less than 40 hours' of vehicle service per day. The drivers will meet all of the requirements of Section 24-29, 24-30, and 24-31 of the Lodi Municipal Code.

3. Company shall maintain a separate log for all Dial-A-Ride customers, showing the time the call was received, the time the passenger was picked up, and the time the passenger was dispatched.

4. City and Company agree that regular passengers, delivery services and other regular taxicab business will not use vehicles provided by City. Dial-A-Ride passengers are required to share rides with other Dial-A-Ride passengers.

5. Only 1 fare shall be charged for up to 3 Dial-A-Ride passengers travelling between the same origin point and destination point. In no case will more than 5 adults be transported at any one time.

6. Company agrees to maintain the appearance of both the interior and exterior of all equipment in a neat, clean manner at all times.

7. It is the City's responsibility to provide the maintenance and upkeep of the Dial-A-Ride vehicles. The City Cab Company will be billed by City for all parts and labor performed or ordered by the City of Lodi, regarding the maintenance.

8. City will provide fuel and oil for the vehicles and will bill the City Cab Company on a monthly basis for the City's cost of fuel.

9. Company agrees to maintain in full force during the term hereof a policy of public liability insurance under which Company is named as insured, and containing an Additional Named Insured Endorsement naming the City of Lodi as an additional insured, and under which the insurer agrees to indemnify and hold Company and the City of Lodi harmless from, and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries,

including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Company, or Company's agents or employees. The minimum limits of such insurance shall be \$500,000.00/\$1,000,000.00. In addition to the Additional Named Insured Endorsement on Company's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement."

A certificate of insurance shall be filed with the City Clerk.

10. Company agrees to make every practical effort to respond to Dial-A-Ride customers in 30 minutes. Dial-A-Ride customers shall be urged to be available at the curbside for pickup so that Company will not have to wait longer than a minute to a minute and one-half for the customer to appear. In this respect, it is agreed that this time limit will have to be varied in the case of handicapped passengers.

11. Company agrees to submit to City cancelled tickets for all Dial-A-Ride passengers served and at the same time shall present copies of said logs. Tickets and logs shall be presented bi-weekly.

12. Company acknowledges that it has read the Dial-A-Ride Operation Plan, and specifically, the information regarding project monitoring and evaluation. The information required therein shall be furnished by Company to City on a timely basis.

13. Company agrees to accept the ticket coupon which City will furnish to Dial-A-Ride passengers, and in the event of doubt as to the eligibility of a passenger to use a senior citizen or handicapped ticket, the driver may ask the passenger to show his or her identification card.

14. Upon the effective date of this Agreement, Company shall be reimbursed at the rate of \$3.00 for each Dial-A-Ride ticket presented to City for service within the City of Lodi, and \$3.50 for each ticket presented to the City of Lodi for service to the Woodbridge area, pursuant to the Agreement dated November 16, 1982 by and between the City of Lodi and the County of San Joaquin (Resolution No. 82-129), during the term of this Agreement upon presentation of logs and tickets which establishes the number of Dial-A-Ride passengers served by Company.

15. City accepts the responsibility of designing, printing and selling Dial-A-Ride tickets to qualified passengers and maintaining a record of the tickets sold to each eligible user.

The parties do hereby agree that this Agreement shall be for the period from the effective date of this Agreement to June 30, 1985. Each party reserves the right during said period to terminate and cancel this Agreement in the event that the monitoring of this project shows that the same is economically impossible for Company to continue the operations or in the event that City determines that Company is not carrying out the intent and spirit of the Dial-A-Ride system by furnishing clean, courteous and prompt service to Dial-A-Ride passengers.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove written.

CITY OF LODI,
a municipal corporation

By John R Snider
MAYOR

ATTEST:

Alice M Blonchi
CITY CLERK

By Winston Margrave
WINSTON MARGRAVE

By Rae Neel Margrave
RAE NEEL MARGRAVE

dba CITY CAB CO.

OPERATIONAL POLICY FOR LODI DIAL-A-RIDE

INTENT:

It is the intent of the City of Lodi to provide subsidized low-cost transportation within the City of Lodi to all of its residents. This intent is to be carried out with a demand-response-shared-ride transportation system. The manner in which this stated intent is carried out is described in the following sections.

SERVICE AREA:

The service area for the Lodi Dial-A-Ride project is the incorporated limits of the City of Lodi. Rides will not originate nor terminate outside the City limits of the City of Lodi.

USER POLICIES:

Use of Lodi Dial-A-Ride will be available to all residents of the City of Lodi. However, senior citizens (age 60 and over) and non-elderly handicapped persons will pay a lesser fee than the general public. It is anticipated that 200 riders per day will avail themselves of the Dial-A-Ride service.

CERTIFICATION PROCEDURE:

Senior Citizens

The Senior Service Agency of San Joaquin County currently is providing identification cards to persons 60 years of age or older in Lodi to certify them for the Nutrition Program and for other services available on the basis of age. For the price of one dollar, the Agency furnishes senior citizens with an identification card sealed in plastic which contains a photograph of the individual, name and address, year of birth, and signature, as well as special medical information. This ID card is satisfactory for the Dial-A-Ride eligibility. The 60 year age criteria is based on the fact that many people over age 60 in Lodi are on fixed incomes and/or have no convenient economical means of transportation.

A second reason for setting the eligibility age at this level is to give the largest number of individuals an opportunity to use the system. Low incomes and mobility impairments are not limited to any age group, and it is not uncommon to find persons in the 60-65 age group who have economic or medical circumstances more critical than their peers in the 75-and-over bracket.

Upper-income elderly persons may use the Dial-A-Ride service, although it is not intended for them. There is no practical way to prevent this without instituting income

requirements in the certification procedure. However, this type of ridership is likely to be small and will not have a substantial impact on project costs.

Handicapped Persons

The Senior Service Agency will also provide ID cards for handicapped persons in the same manner as senior citizens are certified. Criteria for handicapped status is either a doctor's certificate stating that the individual is physically or mentally unable to transport themselves, or show proof that they are receiving social security disability.

TICKET SALES:

The City of Lodi will be responsible for the sale of tickets. Convenient points of sale will be provided. At the present time, LOEL Center, 105 S. Washington Street, and the Lodi Fire Department Headquarters Station, 210 W. Elm Street are sales points. Tickets will be sold to anyone. Senior citizens or handicapped persons must present a valid Identification Card. At each ticket purchase, the user must sign for the number of tickets purchased.

TICKET USE:

Dial-A-Ride customers pay for each trip with a ticket coupon. The trip is defined as travel between the point of pickup and the point of debarkation. If a passenger wishes to

make a pickup enroute, i.e., for a prescription at a drugstore, this will be considered a trip completion unless the stop is limited to 2 minutes and the vehicle has no more than 1 other paying passenger. Such exceptions will be at the discretion of the system dispatcher and the driver. If a driver is in doubt about the eligibility of a customer who presents a senior citizen or handicapped Dial-A-Ride ticket as fare payment, he should ask the customer to show his or her ID card. All groups of up to 3 persons travelling between the same origin point and destination point, may ride for 1 ticket. This procedure encourages group riding and improves the productivity of the system.

OPERATING HOURS:

Operating hours will be 7:00 a.m. to 7:00 p.m., Monday through Friday. Users will be required to call in request for service no later than 6:30 p.m. to receive service.

DISPATCHING:

Dial-A-Ride cabs will be dispatched in order to achieve the greatest efficiency in the use of vehicles and not necessarily on a first come, first served manner. The City Cab Company telephone number will continue to be used since most Dial-A-Ride passengers are already familiar with the number, or know how to find it in the telephone directory. Regular customers will be logged on a separate log sheet from Dial-A-Ride customers. This will facilitate dispatching of cabs and reporting bi-weekly statistics to the City of Lodi.

VEHICLES:

Vehicles used on the Dial-A-Ride project should be in good operating order, neat in appearance and clean. The exterior appearance is important in attracting riders and the cabs should be washed at least once per week. The interior condition, likewise, is important in providing satisfactory service and, to this end, the drivers should vacuum each cab at the beginning and in the midpoint of each shift.

The vehicles are the property of the City of Lodi. To this end, when vehicles are not being used for Dial-A-Ride, they may be used by the City of Lodi.

UTILIZATION OF VEHICLES:

The Lodi Dial-A-Ride vehicles will not be available for regular taxicab service. The Dial-A-Ride vehicles will be a distinctive color with City of Lodi logo.

All Dial-A-Ride passengers will be expected to share rides and may not refuse to ride with another passenger. It is to be noted that this feature potentially enables the operator to provide trips at a lower cost per passenger by increasing the productivity of the system.

INSURANCE:

The City of Lodi will self-insure itself for liability coverage. It shall be the contractor's responsibility to insure itself and its employees for primary coverage and name the City of Lodi as an additional named insured in accordance with Paragraph 9 of Agreement dated December 31 19 81.

The policy secured by contractor shall be endorsed to show it is primary over any other valid or collectible insurance or self insurance program.

LEVEL OF SERVICE

The maximum time for a taxicab to respond to a Dial-A-Ride customer's request for service shall be 30 minutes. This applies to peak demand periods as well as off peak periods. The response time will be consistent from hour-to-hour throughout the day, with no one period having excessive response times. It is extremely important in a shared-ride taxicab system that the time spent waiting for customers at the pickup point be minimized so that passengers already in the cab will not be inconvenienced. Drivers should wait no longer than 1 to 1-1/2 minutes for a customer to appear.

Inasmuch as the Dial-A-Ride service will be targeted largely at persons with impaired mobility, delay at pickup points may be somewhat longer than usual due to the necessity of assisting passengers into cabs or waiting for them to enter or leave without assistance. Dispatchers should use their discretion in assigning persons with known mobility problems to a cab with several other occupants.

MAINTENANCE:

The responsibility for maintaining the vehicles rests with the City of Lodi. Sufficient vehicles are available to assure that periodically, a vehicle may be taken in for service. The City Cab Company will pay for the cost of labor and parts used for maintenance of these vehicles. Diesel fuel will be made available for the vehicles and the City Cab Company will be billed for the fuel used, at the City's cost. Company will be responsible for delivering the vehicles for maintenance to the City's maintenance shop at Ham Lane and Kettleman Road, Lodi.

REPORTING AND MONITORING:

Dispatch logs for the Dial-A-Ride service will be submitted to the City at the same time cancelled tickets are presented for reimbursement. Drivers' logs will also be made available for inspection by the City and will be kept on file for 2 fiscal years.

The City Cab Company will furnish monthly totals of vehicle miles, vehicle service hours, and fuel consumption. In addition, the City Cab Company will prepare a profit-loss statement on its overall operation on a quarterly basis. This report is to be submitted 30 days after the end of each quarter. This data will be used to evaluate the overall effectiveness of the program but also to evaluate the reasonableness of the reimbursement rate.

The purpose of monitoring operations is to ensure the day-to-day operation of the project is being conducted smoothly and efficiently. This monitoring is critical in order to verify that users are receiving an adequate level of service and to provide operational guidance in the event problems arise that threaten to impair the project. Monitoring will take the form of periodic random surveillance of the vehicles and dispatching procedures.

The monitoring will include an evaluation of trip times, trip length, wait times, passengers per mile driven and passengers carried per hour of service.

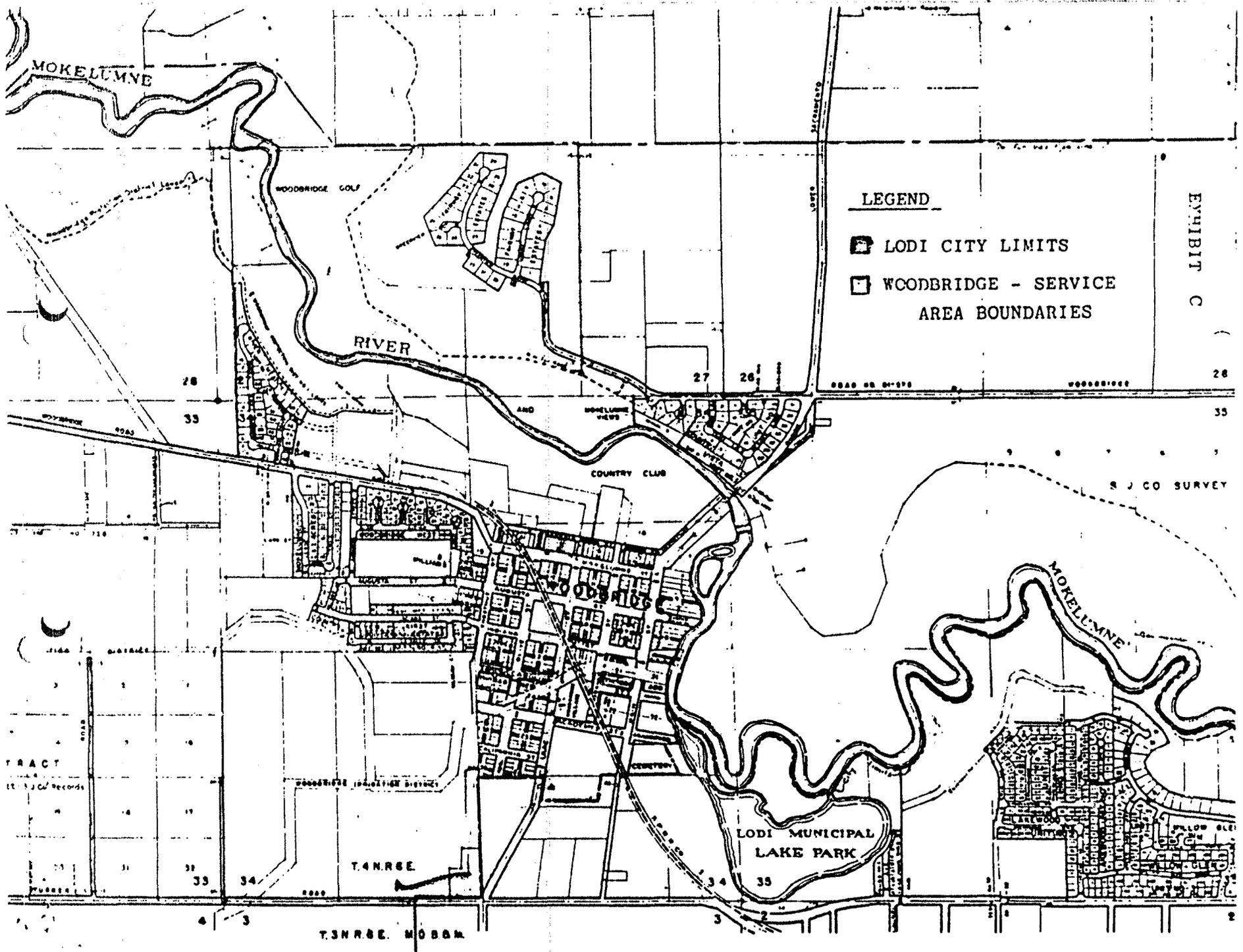


EXHIBIT C

LEGEND

- LODI CITY LIMITS
- WOODBRIDGE - SERVICE AREA BOUNDARIES

TRACT
 11. 1/2 of Records

T.3 N. R.6E. MO. 30 N.