

CITY COUNCIL MEETING

October 7, 1981

EXTENSION OF
AGREEMENT WITH
CITY CAB COM-
PANY FOR
DIAL-A-RIDE

RES. NO. 81-142

Following introduction of the matter by Assistant City Manager Jerry Glenn, Council on motion of Councilman Murphy, Pinkerton second, adopted Resolution No. 81-142 approving the extension of the Agreement with the City Cab Company for Dial-A-Ride to December 31, 1981 and authorized the Mayor and City Clerk to execute the Extension on behalf of the city.

Follow-up

RESOLUTION NO. 81-142

RESOLUTION APPROVING EXTENSION OF AGREEMENT
WITH THE CITY CAB COMPANY FOR DIAL-A-RIDE TO
DECEMBER 31, 1981

RESOLVED that the City Council of the City of Lodi does hereby approve the extension of the agreement dated August 6, 1980 with the City Cab Company thereby extending this agreement to December 31, 1981.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute this extension on behalf of the City of Lodi.

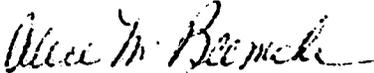
Dated: October 7, 1981

I hereby certify that Resolution No. 81-142 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 1981 by the following vote:

Ayes: Councilmen - Murphy, Hughes, Pinkerton, Katnich,
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None


ALICE M. REIMCHE
City Clerk

CITY COUNCIL

JAMES A. McCARTY, Mayor
• ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 120
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager
ALICE M. REIMSCHNE
City Clerk
RONALD M. STEIN
City Attorney

October 7, 1981

Mr. and Mrs. Wynston Margrave
City Cab Company
510 E. Lodi Avenue
Lodi, CA 95240

Dear Mr. and Mrs. Margrave:

It is hereby agreed that with the execution of this document by Wynston Margrave and Rae Neel Margrave, his wife, doing business as City Cab Company of Lodi, California, and by the Mayor and City Clerk of the City of Lodi that the Agreement for Dial-A-Ride made and entered into on August 6, 1980 shall be extended from June 30, 1981 to December 31, 1981.

All terms and conditions set forth in the aforementioned agreement, a copy of which is attached hereto, identified as Exhibit "A", and thereby made a part hereof shall remain the same for the duration of this extension.

ACCEPTED: CITY OF LODI,
A municipal corporation

By _____
Mayor

ATTEST: _____
City Clerk

DATE:

ACCEPTED: By Wynston Margrave
Wynston Margrave

By Rae Neel Margrave
Rae Neel Margrave

dba City Cab Company

DATE: 10/7/81

Followup

CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

October 14, 1981

Mr. and Mrs. Wynston Margrave
City Cab Company
510 E. Lodi Avenue
Lodi, CA 95240

Dear Mr. and Mrs. Margrave:

Enclosed herewith please find a letter extension of agreement for Dial-A-Ride, thereby extending the agreement entered into on August 6, 1980 to December 31, 1981.

Also enclosed please find a certified copy of Resolution No. 81-142, the enabling resolution for this action.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,


Alice M. Reimche
City Clerk

AR:dg

Enc.

CITY COUNCIL

JAMES A. MCCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

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(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

AUCI M. RIANCHI
City Clerk

RONALD M. STEIN
City Attorney

October 7, 1981

Mr. and Mrs. Wynston Margrave
City Cab Company
510 E. Lodi Avenue
Lodi, CA 95240

Dear Mr. and Mrs. Margrave:

It is hereby agreed that with the execution of this document by Wynston Margrave and Rae Neel Margrave, his wife, doing business as City Cab Company of Lodi, California, and by the Mayor and City Clerk of the City of Lodi that the Agreement for Dial-A-Ride made and entered into on August 6, 1980 shall be extended from June 30, 1981 to December 31, 1981.

All terms and conditions set forth in the aforementioned agreement, a copy of which is attached hereto, identified as Exhibit "A", and thereby made a part hereof, shall remain the same for the duration of this extension.

ACCEPTED: CITY OF LODI,
A municipal corporation

James A. McCarty
By _____
Mayor

ATTEST: *Auci M. Rianchi*
City Clerk

DATE: 10-7-81

ACCEPTED: By *Wynston Margrave*
Wynston Margrave

By *Rae Neel Margrave*
Rae Neel Margrave

dba City Cab Company
10/7/81

DATE:

AGREEMENT FOR DIAL-A-RIDE

This Agreement, made and entered into this 6th day of August, 1980, 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 Demonstration Project Implementation Plan prepared by J. H. K. & Associates, dated December 2, 1977. The provisions and intent of that Plan are incorporated herein by this reference.

In order to carry out said Plan, 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. Company will have available sufficient taxi cabs in order to provide the levels of service outlined in the Dial-A-Ride Demonstration Plan within the incorporated limits of the City of Lodi, between

the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday of each week, excluding holidays.

Company shall log on a separate log sheet all Dial-A-Ride callers. Drivers for Company will record on their log sheets those customers who are Dial-A-Ride customers.

City and Company agree that sharing of the cab with the regular passenger and the Dial-A-Ride passenger is permissible, with the understanding that the regular passenger will be notified at the time of the call and may refuse to share a cab. Dial-A-Ride passengers are required to share rides with other Dial-A-Ride passengers.

Only one fare shall be charged for up to three Dial-A-Ride passengers travelling between the same origin point and destination point.

Company agrees to maintain its equipment in good, clean, neat operating condition at all times during the term of this Agreement, both the interior and exterior.

Company agrees that the response time for a Dial-Ride customer shall be no more than thirty minutes, it being the intention that the same

level of service be rendered to a Dial-A-Ride passenger as to a regular passenger. Dial-A-Ride customers shall be urged to be available at the curbside for pick-up so that Company will not have to wait longer than a minute to a minute and a 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.

Company agrees to indemnify and hold the City of Lodi free and harmless from any claim or demand for damages to persons or property that may occur while operating under this Agreement and serving Dial-A-Ride passengers. In this respect, Company agrees to furnish to City a Certificate of Insurance showing the issuance of coverage of \$100,000; \$300,000; \$100,000 liability with the City of Lodi named as an additional insured in said policy. In the event of the non-issuance of said insurance or in the event of cancellation of said policy and failure to substitute another policy, City reserves the right to cancel and terminate this Agreement.

Company agrees to submit to City, cancelled tickets for all Dial-A-Ride passengers served by

them and at the same time shall present copies of the regular taxi logs as well as the drivers' logs. These tickets and logs shall be presented bi-weekly.

Company acknowledges that it has read the J.H.K. Plan and specifically the information regarding project monitoring and evaluation commencing at Page 10 and terminating at the bottom of Page 13. The information required therein shall be furnished by Company to City or its designated agent when requested.

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

City's obligation under this agreement is set forth in said J.H.K. Plan and specifically, City agrees to:

Perform the obligations imposed upon it in the said Dial-A-Ride Plan.

Effective August 7, 1980, Company reimbursement rate shall be increased from the present \$2.10 rate to \$2.50 for each Dial-A-Ride ticket presented to City bi-weekly during the term of this Agreement upon

presentation of logs and records of Company which establishes the number of Dial-A-Ride passengers served by Company.

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 July 1, 1980 to June 30, 1981. 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 without a fare adjustment or in the event that City determines that Company is not carrying out the intent and spirit of the Plan 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

Walter J. Katrich
MAYOR

Attest: Alfred M. Beemel
City Clerk

By Wynston Margrave
Wynston Margrave

By Rae Neel Margrave
Rae Neel Margrave

dba CITY CAB CO.

RESOLUTION NO. 81-142

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DECEMBER 31, 1981

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Dated: October 7, 1981

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and McCarty

Noes: Councilmen - None

Absent: Councilmen - None


ALICE M. REIMCHE
City Clerk