

CITY COUNCIL MEETING

December 16, 1981

AGREEMENT WITH
CITY CAB
APPROVED

Following introduction of the matter by Assistant City Manager Glenn, Council, on motion of Councilman Pinkerton, Katnich second, approved an Agreement with the City Cab Company of Lodi to provide day-to-day operations of a subsidized low-cost transportation system to all residents of the City of Lodi and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.



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A G R E E M E N T

[Handwritten signature]

THIS AGREEMENT, made and entered into this ____ day of _____, 19__, 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 and incorporated herein by this 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 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 each person; \$300,000 each occurrence, bodily injury; \$100,000 property damage each occurrence, with the City of Lodi named as an additional named 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.

10. Company agrees that the response time for Dial-A-Ride customers shall be no more than 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 these 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 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, 1983. 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 _____
MAYOR

Attest _____
CITY CLERK

By _____
WYNSTON MARGRAVE

By _____
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 for 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 _____ 19____.

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.