

RESOLUTION NO. 83-146

RESOLUTION APPROVING A SIX MONTH OPERATING
AGREEMENT BETWEEN THE COUNTY OF SAN JOAQUIN
AND THE CITY OF LODI TO CONTINUE DIAL-A-RIDE
SERVICE TO THE WOODBRIDGE AREA

RESOLVED, that the City Council of the City of Lodi does hereby approve a Six Month Operating Agreement between the County of San Joaquin and the City of Lodi to continue Dial-a-Ride Service to the Woodbridge area, a copy of which agreement is attached hereto, marked exhibit "A", and thereby made a part hereof.

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

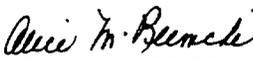
Dated: December 7, 1983

I hereby certify that Resolution No. 83-146 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 7, 1983 by the following vote:

Ayes: Council Members - Murphy, Pinkerton, Reid, Snider,
and Olson

Noes: Council Members - None

Absent: Council Members - None


ALICE M. REIMCHE
City Clerk

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ATTACHMENT I

A G R E E M E N T

between

CITY OF LODI & COUNTY OF SAN JOAQUIN

"Exhibit A"

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AGREEMENT

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THIS AGREEMENT, made and entered into this _____ day of _____, 1983, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as CITY, and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, CITY is presently operating a low-cost transportation system to the residents of the City of Lodi, commonly known as Lodi Dial-A-Ride; and

WHEREAS, the Board of Supervisors of COUNTY and the San Joaquin County Council of Governments (COG) have identified the transit needs of the unincorporated area of Woodbridge; and

WHEREAS, it has been determined that the most feasible method of serving the Woodbridge area transit needs is through an agreement extending the service area of the current Lodi Dial-A-Ride system to the Woodbridge area;

NOW, THEREFORE, the parties hereto, for and in consideration of the charges, terms, covenants, and agreements contained herein, agree as follows:

1. INCORPORATION BY REFERENCE

That agreement dated July 1, 1983, by and between CITY and Wynston Margrave and Rae Neel Margrave, doing business as City Cab Co., and that document entitled OPERATIONAL POLICY FOR LODI DIAL-A-RIDE are hereby incorporated herein by this reference as Exhibit A and Exhibit B, respectively.

2. SCOPE OF SERVICES

CITY agrees to provide sufficient vehicles to operate a dial-a-ride transit system in the unincorporated area of Woodbridge depicted on Exhibit C, a copy of which is attached hereto and by this reference incorporated herein, between the hours of 7:00 a.m. and 7:00 p.m.,

1 Monday through Friday of each week, excluding holidays (New Year's
2 Day, Washington's Birthday, Memorial Day, July 4th, Labor Day,
3 Thanksgiving Day and Christmas Day).

4 Services provided pursuant to this agreement shall meet all
5 applicable requirements of Exhibit A and Exhibit B herein. CITY
6 agrees to negotiate the revision of the present service area to
7 include the area depicted on Exhibit C herein.

8 3. TERM

9 The term of this agreement shall be a period of six (6) months
10 commencing on December 15, 1983, and terminating on June 30, 1984,
11 subject to earlier termination upon the cancellation or termination
12 of that agreement incorporated herein as Exhibit A. However, commence-
13 ment of service shall be conditioned upon the funding of a State
14 Transit Assistance (STA) grant.

15 4. COMPENSATION

16 In consideration for dial-a-ride services provided pursuant to this
17 agreement, COUNTY agrees to compensate CITY for each dial-a-ride
18 ticket presented to COUNTY at the rate of THREE DOLLARS FIFTY CENTS
19 (\$3.50). Tickets for Woodbridge dial-a-ride passengers shall be
20 furnished by CITY and shall be color coordinated so as to be
21 distinguishable from Lodi dial-a-ride tickets. Prices for Woodbridge
22 dial-a-ride tickets shall be within the sole discretion of COUNTY.
23 COUNTY agrees to pay CITY for services provided pursuant to this
24 agreement within ten (10) working days of receipt of a bi-weekly
25 invoice from CITY. The bi-weekly invoice shall be mailed to:

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1 Department of Public Works

2 Attn: Doralee Boles

3 Post Office Box 1810

4 Stockton, California 95201

5 5. INSURANCE

6 CITY agrees to obtain for COUNTY insurance coverage as an additional
7 insured and indemnification under the terms and conditions provided
8 in Exhibit A herein from Wynston Margrave and Rae Neel Margrave,
9 doing business as City Cab Co.

10 In addition to the extent not covered by provisions of Exhibit A
11 herein, COUNTY agrees to indemnify and hold CITY free and harmless
12 from any claim or demand for damages to persons or property that
13 may occur as a result of performance of this agreement.

14 6. RECORDS

15 CITY agrees to supply COUNTY with all records and information
16 necessary to satisfy State and federal grant and audit requirements.
17 CITY shall permit authorized representatives of COUNTY, the U. S.
18 Department of Transportation, and the Comptroller General of the
19 United States and the State or its designated representatives to
20 inspect and audit all data and records relating to the performance
21 of this agreement.

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

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CITY OF LODI, a
municipal corporation

By _____ Mayor

ATTEST:

City Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By _____
JOSE L. ALVA, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____ (SEAL)
Deputy Clerk

RECOMMENDED FOR APPROVAL:

Henry M. Hirata
Henry M. Hirata
Director of Public Works

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

By *Sandra Michael Affonso*
Sandra Michael Affonso
Deputy County Counsel

