

Council Meeting of  
June 26, 2007

Honorable Mayor and Members  
Of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Transit – Inter-Agency Agreement with City of Lomita for the Dial-A-Taxi Program**

**RECOMMENDATION**

The Transit Director recommends that the City Council approve the Inter-Agency Agreement with City of Lomita for participation in the Dial-A-Taxi program from July 1, 2007 to June 30, 2010.

**FUNDING**

Not applicable.

**BACKGROUND**

Since 1978, City of Torrance has been operating a transportation program for the disabled community in partnership with City of Lomita and City of Redondo Beach. In the fall of 2005, City of Redondo Beach decided to no longer participate in the Dial-A-Taxi program due to the rising costs.

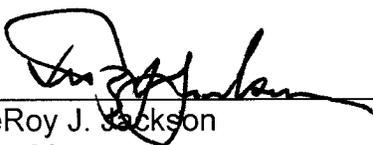
**ANALYSIS**

The City of Lomita continues to partner with City of Torrance to provide transportation service to the disabled community and the current Inter-Agency Agreement expires June 30, 2007. Both City of Torrance and City of Lomita have expressed a desire to continue the partnership and renew the Inter-Agency Agreement.

Respectfully submitted,

  
\_\_\_\_\_  
Kim Turner  
Transit Department

Concur:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachments:

A) Inter-Agency Agreement for Dial-A-Taxi Program

**AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July 1, 2007, by and between the City of Torrance, a municipal corporation, hereinafter referred to as Torrance, and the City of Lomita, a municipal corporation, hereinafter referred to as Lomita.

**WITNESSETH**

WHEREAS, Torrance operates a 24-hour All-Taxi transportation service for transportationally disabled person, commonly referred to as the "Dial-A-Taxi" program;

WHEREAS, Lomita is desirous of providing the same service to the transportationally disabled residents of their city, and;

WHEREAS, Torrance has expanded its service to provide the Dial-A-Taxi program to the City of Lomita.

NOW, THEREFORE, the parties hereby mutually agree as follows:

**ARTICLE I****TERM**

Unless earlier terminated in accordance with Article VIII below, this Agreement will continue in full force and effect from July 1, 2007 through June 30, 2010.

ARTICLE II  
**SERVICES TO BE PROVIDED**

Torrance will provide 24-hour service using regular taxicabs or accessible minivans under three taxicab companies. These taxicab companies will transport and return "Dial-A-Taxi" participants from any given location within the Cities of Torrance and Lomita. Torrance participants may travel with no restriction of boundaries. Lomita participants may travel from any to any given point within any of the two named cities, or from and to any of the following named satellite points outside the two cities:

- a. Beach Cities Ambulatory Care Center – Redondo Beach
- b. Cal-State University, Dominguez Hills
- c. Carson Intercommunity Hospital
- d. Community Hospital of Gardena
- e. El Camino College
- f. Harbor/UCLA Medical Center
- g. Healthcare Partners – Redondo Beach
- h. Kaiser Permanente Medical Center, Harbor City Facility
- i. Kaiser Medical Offices of Gardena
- j. Kaiser Chemical Dependency Recovery Program
- k. Los Angeles Harbor Community College
- l. Memorial Hospital of Gardena
- m. San Pedro Peninsula Hospital

ARTICLE III  
**ELIGIBILITY OF SERVICE**

- A. Lomita shall determine eligibility for the residents of the city and shall provide screening, processing, and identification of such eligible residents.
- B. No person, whether resident of Torrance or Lomita shall be eligible to subscribe to or participate in the Dial-A-Taxi program unless and until they have been determined to be eligible by their respective City.

ARTICLE IV  
**HOURS OF OPERATION**

Torrance shall provide Dial-A-Taxi services 24 hours a day, seven days a week.

ARTICLE V  
**OPERATION OF THE SYSTEM**

- A. All Yellow Taxi, South Bay Yellow Cab/United Checker Co-Op, Bell Cab Company, Inc., will operate the Dial-A-Taxi system and shall provide all vehicles, drivers, fuel, upkeep, maintenance and repair.
- B. Torrance shall retain full responsibility for the Dial-A-Taxi contract and reserves the right to make reasonable rules and regulations for the operation of the program to assure, within reasonable limits, the safety of the passengers and the continued success of the program.
- C. Torrance agrees to use its best efforts to provide transportation through three taxicab companies on an as needed basis to all eligible residents, without preference or discrimination of any kind, provided, however, the

three taxicab companies, shall provide transportation on a first requested, first served basis.

- D. Torrance shall provide Lomita with copies of the contract's operator's monthly reports and shall provide weekly ridership data on request.

## ARTICLE VI

### **FUNDING AND PAYMENT**

The City of Torrance shall fund the Dial-A-Taxi service from any revenues and/or subsidies eligible to fund such services. Lomita shall be billed quarterly a sum of all metered rates carried by the passengers. Passengers for the purpose of this calculation shall include both attendants and regular fare-paying riders. Torrance shall also bill Lomita for actual fares paid by each fare-paying passenger if they boarded by using a ticket purchased in Lomita. The fare is \$1.00 per ticket.

## ARTICLE VII

### **CHANGES IN PROGRAM**

No changes will be made in service level, times, or days of Dial-A-Taxi service, fares, charges to Lomita, rider eligibility, or other material factors affecting service without first consulting with and notifying participating City, provided, however, Torrance retains the right to make emergency changes or adjustments to meet unforeseen circumstances, or in the event of threat of disruption of service from any cause, or because of any rule, regulation, or law of a higher governmental authority.

## ARTICLE VIII

**TERMINATION OF AGREEMENT**

- A. Lomita may terminate Dial-A-Taxi service and withdraw from this agreement provided Torrance has received no less than thirty (30) days' written notice of such intention. Similarly, Torrance may cease providing Dial-A-Taxi service and withdraw from this agreement provided the participating City has received not less than thirty (30) days' written notice of such intention. In either case, Torrance shall bill Lomita for any passengers using the service after the end of the quarter during which service was terminated.
- B. In the event of cancellation of this agreement and termination of the Dial-A-Taxi service, Torrance shall no longer provide Dial-A-Taxi service to any resident of Lomita, and Torrance shall not be liable for any damage or injury which may arise from that termination of service.

## ARTICLE IX

**LIABILITY**

- A. No employee, contractor, agent, or officer of participating City shall be deemed to be, nor shall any employee, contractor, agent or officer of participating City represent that he or she is the employee, contractor, agent, or officer of participating City.
- B. Participating City shall provide public liability and worker's compensation insurance for its own employees, contractors, agents, and officers, and no participating City shall be liable for wrongful acts or omissions committed or alleged to have been committed by the employee, contractor, agent or officer of participating City. This provision "B" is intended to conform with, and incorporates by reference, the provisions of Sections 895 through

895.8 of the Government Code of the State of California and as it may subsequently be amended.

ARTICLE X

**RENEWAL**

This agreement may be extended for additional five (5) year terms thereafter upon the same terms and conditions, or as may later be amended in writing, by the parties thereto. Said extension or renewal shall be in writing, executed by the parties prior to the expiration of this agreement or any subsequent extension thereof.

ARTICLE XI

**INTEGRATED AGREEMENT**

This agreement contains and embodies all of the terms and conditions of the parties, and any representations either oral or written made prior to or outside of this agreement are of no force and effect.

ARTICLE XII  
**NUMBER OF ORIGINALS**

This agreement shall be executed in four (4) original copies each of which is deemed to be an original.

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

CITY OF LOMITA

By \_\_\_\_\_  
Mark Waronek, Mayor

ATTEST:

\_\_\_\_\_  
Dawn Tomita, City Clerk

CITY OF TORRANCE  
a Municipal corporation

\_\_\_\_\_  
Frank Scotto, Mayor

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By \_\_\_\_\_