Council Meeting of
November 23, 2010

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

Members of the Council:

SUBJECT: Transit- Amendment Dial-A-Taxi Agreements

Expenditure: $115,000

RECOMMENDATION:

Recommendation of the Transit Director that City Council:

1) Approve the 1st amendment of the Dial-A-Taxi contract service agreement (C2009-007) with Administrative Services Co-Op, d.b.a South Bay Yellow Cab and United Checker Cab Co-Op, (C2009-008) with All Yellow Taxi, Inc; and (C2009-009) with Bell Cab Company and;

2) Appropriate an additional $115,000 for an amount not to exceed $465,000 for the period of January 27, 2010 to January 26, 2011.

FUNDING:

One-time funding has been identified in the Transit Department's FY 2010-2011 operating budget.

BACKGROUND/ANALYSIS:

In 2003, the Torrance Community Transit Program (TCTP) was created as an umbrella for the Senior Taxi and Dial-A-Taxi disabled program. Using an all-taxi format, senior and disabled citizens can receive transportation taxi services 24 hours a day, seven days a week 365 days a year.

On January 13, 2009, your honorable body approved contract services agreements with four cab companies to provide taxi service to disabled individuals in the cities of Torrance and Lomita, at an annual cost not to exceed $350,000, and for the seniors of the city of Torrance at a cost not to exceed $750,000 annually.

The Dial-A-Taxi program during calendar year 2010 has experienced a substantial increase in its level of participation. It is projected that there will be over 5,400 more tickets utilized than budgeted for in 2010. As a result of the growth the agreement will be exceeded by approximately $115,000.

One-time funding, which includes the senior taxi program projected to be under budget by approximately $40,000, increased revenue (from the cities of Torrance and Lomita) of approximately $40,000 from the increased sale of taxi tickets and approximately $35,000 in budget adjustments have been identified to address the current projected shortfall for 2010.

Staff has concerns that projected future growth in the senior and dial-a-taxi program will result in further budget problems in 2011 and in future years. To address the long-term budgetary concerns of the senior and dial-a-taxi programs staff intended to meet with the Commission on Aging and the Transportation Committee to explore possible remedies and solutions and will return to your honorable body as soon as possible with recommendations for possible fare increases, reductions in the monthly taxi ticket allocation, income restrictions for the dial-a-taxi participants and reductions in the current city subsidies.

Respectfully submitted,

Kim Turner
Transit Director

CONCUR:

LeRoy J. Jackson
City Manager

Attachments: A) Amended Contract Services Agreement (C2009-007) with Administrative Services Co-Op.
(B) Amended Contract Services Agreement (C2009-008) with All Yellow Taxi, Inc.
(C) Amended Contract Services Agreement (C2009-009) with Bell Cab Company

Attachment A

FIRST AMENDMENT TO AGREEMENT (C2009-007)

This First Amendment to Agreement ("Amendment") is made and entered into as of November __, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Administrative Services Co-op dba South Bay Yellow Cab and United Checker Cab Co-op, a California corporation ("CONTRACTOR").

RECITALS:

A. In January 2009, the CITY entered into an Agreement with CONTRACTOR to provide services for CITY's Dial-A-Taxi Program.

B. The Agreement entered into was for an annual amount not-to-exceed $350,000. The Agreement was for a five year term with a termination date of January 26, 2014.

C. The Dial-A-Taxi program has been very successful. CITY desires CONTRACTOR to expand the scope of its services for the remaining term of the Agreement.

AGREEMENT:

1. Paragraph 3A, entitled "CONTRACTOR's Fee" is amended to read in its entirety as follows:

   "A. CONTRACTOR's Fee

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the annual sum of $465,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

2. The person(s) executing this Amendment on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Amendment on behalf of the CONTRACTOR; (iii) by so executing this Amendment, the CONTRACTOR is formally bound to the provisions of the Agreement as amended; and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

3. In all other respects, the Agreement entered into as of January 27, 2009, between the CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor

ADMINISTRATIVE SERVICES CO-OP dba South Bay Yellow Cab and United Checker Cab Co-op, a California corporation

By: _____
Raymond McGrevey, President

ATTEST:

_____
Sue Herbers
City Clerk

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

By: _____

Attachment A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 27, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Administrative Services Co-op d.b.a South Bay Yellow Cab and United Checker Cab Co-op , a California Corporation. ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide services for the City of Torrance Dial-A-Taxi Program.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 26, 2014.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $ 350,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. <u>RETENTION OF FUNDS</u>

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Kim Turner is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Raymond McGrevey
President

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages

whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Raymond McGrevey President Administrative Services Co-op 2129 W. Rosecrans Avenue Gardena, CA 90249 Fax: (310) 327-1703
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

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:_____

Administrative Services Co-op d.b.a
South Bay Yellow Cab and United
Checker Cab Co-op
a California Corporation

By:_____
Raymond McGrevey
President

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

Exhibit "A"

Scope of Work
Dial-A-Taxi Program

Section I: General Requirements

CONTRACTOR must be in complete compliance with Article 16 of Chapter 3 of Division 3 of the Torrance Municipal Code – Taxicabs and Vehicles for Hire and currently granted a non-exclusive franchise to provide taxicab service in the City of Torrance.

CONTRACTOR will provide taxicab service to the Disabled Citizens registered with Torrance Community Transit Program (TCTP), twenty-four (24) hours per day, seven (7) days per week.

The CITY will determine the eligibility of all patrons for this service and will sell all trip tickets for residents of the CITY. THE CONTRACTOR will only provide this service to patrons who present a ticket. The patron will be required to fill out the **trip origin, trip destination,** and **trip date** on the ticket and the CONTRACTOR will be required to fill in all order fields on the trip ticket (**total miles, odometer start /end, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and # of tickets used).**

CONTRACTOR must respond to the City within two business days on all complaints received. Response can either be done by phone or in writing. Any complaint not responded to will be deemed a valid complaint.

Section II: Work Performed by Contractor

Response Time
Each taxi cab operator must respond within twenty-five (25) minutes of the agreed upon (between patron and company dispatch) pick up time. In the event that a cab arrives later that the allotted 25-minute response time, neither the CITY nor the patron will be required to compensate said taxicab company for the cost of that trip.

Data Collection and Reporting
CONTRACTOR will collect data and maintain records in ticket collection, ridership, service mileage, service hours, trip call #, and safety and security as required. Reports are due on the 10th of each month for service provided in the previous month. Revised/corrected reports must be re-submitted within five (5) business days.

Trip call number is defined as a unique number generated by Dispatch to identify that particular trip.

All supporting documentation (coupon list by day, year-to-date coupon report, monthly summary report and year-to-date summary report), monthly invoices, ridership information, and safety and security information must be submitted both in person or by mail and electronically in a Microsoft Excel file.

Driver Training
CONTRACTOR will provide training in the following areas to all drivers who perform service in the TCTP.

1. Sensitivity to the Elderly and Physically Challenged, including proper handling of wheelchairs
2. Behavior Management of Forgetful, Disoriented or other Difficult Patrons
3. Defensive Driving and General Safety Procedures

CONTRACTOR will submit copies of all training materials and documentation signed by the driver upon completion of the training to the CITY within thirty (30) days of the execution of this Agreement.

Section III: Service Sanctions

Part 1: Service Complaint Penalties

A. Service complaints as deemed by the CITY include, but are not limited to: missed pick-ups, late (more than 25 minutes) arrivals/pick-ups, and rude behavior (including asking/ demanding a tip and/or drivers commenting on trip compensation).
B. If CITY receives five (5) or more complaints about the CONTRACTOR during any calendar month, the CITY will deduct one thousand dollars ($1,000.00) from the following month's invoice.
C. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by penalty amount.

Part 2: Missed Pick-Up / Failure to Pick-Up Penalties

A. A missed pick-up is defined as failure to pick up a client when the client has requested service and the CONTRACTOR has agreed to provide service at a mutually agreed upon time and place.
B. CITY will allow the CONTRACTOR to miss no more than a total of two (2) pick-ups in any calendar month.
C. CONTRACTOR will be assessed a penalty of two hundred fifty dollars ($250.00) per any missed pick-up in excess of two (2) in any calendar month. CITY will deduct the penalty amount from the following month's invoice.

D. CITY will notify CONTRACTOR, in writing, at their designated address that

said penalty is imminent and ask CONTRACTOR to reduce their invoice by the penalty amount.

Part 3: Ticket Requirements

The following conditions must be met or the CITY will not reimburse the CONTRACTOR for the tickets:

A. All fields on the Torrance tickets must be completed accurately. Each field on the ticket must be completed with correct information including, but not limited to, the trip origin, trip destination, trip date, total miles, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and number of tickets used.
B. All patrons must be scheduled through the dispatch system. In addition, a unique trip call number must be assigned at the time each call is received.
C. Tickets received for reimbursement by the CONTRACTOR will be cross checked against the database of tickets issued by the CITY. If a matching ticket number is not identified in the database of tickets issued, there will be no reimbursement by the CITY.

Any appeals for penalties must be submitted within five (5) business days in writing to the CITY at:

Torrance Transit System
Torrance Community Transit Program
20500 Madrona Ave.
Torrance, CA 90503

Part 4: Reporting Requirements

The following conditions must be met or the City will not reimburse the Contractor for the tickets:

A. The Contractor must provide a dispatch log of all Torrance Account Trips to the City with their monthly billing. The City will use this log to cross check the tickets prior to reimbursing the Contractor.
B. Reporting provided by the Contractor must contain a unique trip call number for each trip.

Section IV: Work performed by City of Torrance

Audit

A. Contractor will keep complete and accurate records, which are auditable and sufficient to show the accuracy and validity of the tickets for which they are seeking reimbursement. The City shall have the right to inspect and audit such records once each year, during normal business hours upon reasonable prior notice for the purpose of determining the accuracy of such records,
B. Contractor will retain documentation supporting reimbursement of the tickets for a period of three years. Supporting documentation will include waybills, dispatch logs, and onscreen GPS data of Torrance trips taken.
C. If, upon examination by the City of the records of Contractor, for any year, an an error in more than 5% of the tickets per month, then the reasonable cost of such examination shall be paid by Contractor to the City and the erroneous tickets will not be reimbursed.

EXHIBIT "B"

Compensation Schedule

CONTRACTOR will submit an invoice by the tenth (10th) of each month for the preceding month. Revised/corrected invoice must be re-submitted within five (5) business days.

The compensation will be as follows:

Flag Drop:	$ 2.85
Mileage:	$ 0.30 each additional 1/9 mile ($ 2.70 per mile)
Wait Time:	$ 0.30 each 37 seconds waiting time and/or traffic delay ($29.19 per hour)

All tickets will not exceed the value of $13.00 per ticket.

Attachment B

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") is made and entered into as of November __, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and All Yellow Taxi, Inc., a California corporation ("CONTRACTOR").

RECITALS:

A. In January 2009, the CITY entered into an Agreement with CONTRACTOR to provide services for City's Dial-A-Taxi Program.

B. The Agreement entered into was for an annual amount not-to-exceed $350,000. The Agreement was for a five year term with a termination date of January 26, 2014.

C. The Dial-A-Taxi program has been very successful. CITY desires CONTRACTOR to expand the scope of its services for the remaining term of the Agreement.

AGREEMENT:

1. Paragraph 3A, entitled "CONTRACTOR's Fee" is amended to read in its entirety as follows:

   "A. CONTRACTOR's Fee

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the annual sum of $465,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

2. The person(s) executing this Amendment on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Amendment on behalf of the CONTRACTOR; (iii) by so executing this Amendment, the CONTRACTOR is formally bound to the provisions of the Agreement as amended; and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

3. In all other respects, the Agreement entered into as of January 27, 2009, between the CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor

All Yellow Taxi, Inc., a California corporation

By: _____
Ali Podeh, President

ATTEST:

_____
Sue Herbers
City Clerk

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

By: _____

Attachment B

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 27, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and All Yellow Taxi, Inc., a California Corporation. ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide services for the City of Torrance Dial-A-Taxi Program.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 26, 2014.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $ 350,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Kim Turner is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Ali Podeh
President

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages

whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. **INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Ali Podeh President All Yellow Taxi, Inc. 16812 S. Hawthorne Blvd Lawndale, CA 90260 Fax: (310) 807-8898
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

ITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

All Yellow Taxi, Inc.
a California Corporation

By:_____
Ali Podeh
President

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

Exhibit "A"

Scope of Work
Dial-A-Taxi Program

Section I: General Requirements

CONTRACTOR must be in complete compliance with Article 16 of Chapter 3 of Division 3 of the Torrance Municipal Code – Taxicabs and Vehicles for Hire and currently granted a non-exclusive franchise to provide taxicab service in the City of Torrance.

CONTRACTOR will provide taxicab service to the Disabled Citizens registered with Torrance Community Transit Program (TCTP), twenty-four (24) hours per day, seven (7) days per week.

The CITY will determine the eligibility of all patrons for this service and will sell all trip tickets for residents of the CITY. THE CONTRACTOR will only provide this service to patrons who present a ticket. The patron will be required to fill out the **trip origin, trip destination,** and **trip date** on the ticket and the CONTRACTOR will be required to fill in all order fields on the trip ticket **(total miles, odometer start /end, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and # of tickets used).**

CONTRACTOR must respond to the City within two business days on all complaints received. Response can either be done by phone or in writing. Any complaint not responded to will be deemed a valid complaint.

Section II: Work Performed by Contractor

Response Time
Each taxi cab operator must respond within twenty-five (25) minutes of the agreed upon (between patron and company dispatch) pick up time. In the event that a cab arrives later that the allotted 25-minute response time, neither the CITY nor the patron will be required to compensate said taxicab company for the cost of that trip.

Data Collection and Reporting
CONTRACTOR will collect data and maintain records in ticket collection, ridership, service mileage, service hours, trip call #, and safety and security as required. Reports are due on the 10th of each month for service provided in the previous month. Revised/corrected reports must be re-submitted within five (5) business days.

Trip call number is defined as a unique number generated by Dispatch to identify that particular trip.

All supporting documentation (coupon list by day, year-to-date coupon report, monthly summary report and year-to-date summary report), monthly invoices, ridership information, and safety and security information must be submitted both in person or by mail and electronically in a Microsoft Excel file.

Driver Training
CONTRACTOR will provide training in the following areas to all drivers who perform service in the TCTP.

1. Sensitivity to the Elderly and Physically Challenged, including proper handling of wheelchairs
2. Behavior Management of Forgetful, Disoriented or other Difficult Patrons
3. Defensive Driving and General Safety Procedures

CONTRACTOR will submit copies of all training materials and documentation signed by the driver upon completion of the training to the CITY within thirty (30) days of the execution of this Agreement.

Section III: Service Sanctions

Part 1: Service Complaint Penalties

A. Service complaints as deemed by the CITY include, but are not limited to: missed pick-ups, late (more than 25 minutes) arrivals/pick-ups, and rude behavior (including asking/ demanding a tip and/or drivers commenting on trip compensation).
B. If CITY receives five (5) or more complaints about the CONTRACTOR during any calendar month, the CITY will deduct one thousand dollars ($1,000.00) from the following month's invoice.
C. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by penalty amount.

Part 2: Missed Pick-Up / Failure to Pick-Up Penalties

A. A missed pick-up is defined as failure to pick up a client when the client has requested service and the CONTRACTOR has agreed to provide service at a mutually agreed upon time and place.
B. CITY will allow the CONTRACTOR to miss no more than a total of two (2) pick-ups in any calendar month.
C. CONTRACTOR will be assessed a penalty of two hundred fifty dollars ($250.00) per any missed pick-up in excess of two (2) in any calendar month. CITY will deduct the penalty amount from the following month's invoice.

D. CITY will notify CONTRACTOR, in writing, at their designated address that

said penalty is imminent and ask CONTRACTOR to reduce their invoice by the penalty amount.

Part 3: Ticket Requirements

The following conditions must be met or the CITY will not reimburse the CONTRACTOR for the tickets:

A. All fields on the Torrance tickets must be completed accurately. Each field on the ticket must be completed with correct information including, but not limited to, the trip origin, trip destination, trip date, total miles, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and number of tickets used.
B. All patrons must be scheduled through the dispatch system. In addition, a unique trip call number must be assigned at the time each call is received.
C. Tickets received for reimbursement by the CONTRACTOR will be cross checked against the database of tickets issued by the CITY. If a matching ticket number is not identified in the database of tickets issued, there will be no reimbursement by the CITY.

Any appeals for penalties must be submitted within five (5) business days in writing to the CITY at:

Torrance Transit System
Torrance Community Transit Program
20500 Madrona Ave.
Torrance, CA 90503

Part 4: Reporting Requirements

The following conditions must be met or the City will not reimburse the Contractor for the tickets:

A. The Contractor must provide a dispatch log of all Torrance Account Trips to the City with their monthly billing. The City will use this log to cross check the tickets prior to reimbursing the Contractor.
B. Reporting provided by the Contractor must contain a unique trip call number for each trip.

Section IV: Work performed by City of Torrance

Audit

A. Contractor will keep complete and accurate records, which are auditable and sufficient to show the accuracy and validity of the tickets for which they are seeking reimbursement. The City shall have the right to inspect and audit such records once each year, during normal business hours upon reasonable prior notice for the purpose of determining the accuracy of such records,
B. Contractor will retain documentation supporting reimbursement of the tickets for a period of three years. Supporting documentation will include waybills, dispatch logs, and onscreen GPS data of Torrance trips taken.
C. If, upon examination by the City of the records of Contractor, for any year, an an error in more than 5% of the tickets per month, then the reasonable cost of such examination shall be paid by Contractor to the City and the erroneous tickets will not be reimbursed.

EXHIBIT "B"

Compensation Schedule

CONTRACTOR will submit an invoice by the tenth (10th) of each month for the preceding month. Revised/corrected invoice must be re-submitted within five (5) business days.

The compensation will be as follows:

Flag Drop:	$ 2.85
Mileage:	$ 0.30 each additional 1/9 mile ($ 2.70 per mile)
Wait Time:	$ 0.30 each 37 seconds waiting time and/or traffic delay ($29.19 per hour)

All tickets will not exceed the value of $13.00 per ticket.

Attachment C

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") is made and entered into as of November __, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Bell Cab Company, Inc., a California corporation ("CONTRACTOR").

RECITALS:

A. In January 2009, the CITY entered into an Agreement with CONTRACTOR to provide services for City's Dial-A-Taxi Program.

B. The Agreement entered into was for an annual amount not-to-exceed $350,000. The Agreement was for a five year term with a termination date of January 26, 2014.

C. The Dial-A-Taxi program has been very successful. CITY desires CONTRACTOR to expand the scope of its services for the remaining term of the Agreement.

AGREEMENT:

1. Paragraph 3A, entitled "CONTRACTOR's Fee" is amended to read in its entirety as follows:

   "A. CONTRACTOR's Fee

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the annual sum of $465,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

2. The person(s) executing this Amendment on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Amendment on behalf of the CONTRACTOR; (iii) by so executing this Amendment, the CONTRACTOR is formally bound to the provisions of the Agreement as amended; and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

3. In all other respects, the Agreement entered into as of January 27, 2009, between the CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor

Bell Cab Company, Inc.,
a California corporation

By: _____
Michael Calin,
Vice President/General Manager

ATTEST:

_____
Sue Herbers
City Clerk

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

By: _____

Attachment C

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 27, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Bell Cab Company, Inc. and TM-MTM, Inc.(Management Company), a California Corporation. ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide services for the City of Torrance Dial-A-Taxi Program.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 26, 2014.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $ 350,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Kim Turner is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Michael Calin
Vice President/General Manager

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages

whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. **INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Michael Calin Vice President/General Manager Bell Cab Company, Inc. 13030 Cerise Avenue Hawthorne, CA 90250 Fax: (310) 676-1637
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

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:_____

Bell Cab Company, Inc.
a California Corporation

By:_____
Michael Calin
Vice President/General Manager

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

Exhibit "A"

Scope of Work
Dial-A-Taxi Program

Section I: General Requirements

CONTRACTOR must be in complete compliance with Article 16 of Chapter 3 of Division 3 of the Torrance Municipal Code – Taxicabs and Vehicles for Hire and currently granted a non-exclusive franchise to provide taxicab service in the City of Torrance.

CONTRACTOR will provide taxicab service to the Disabled Citizens registered with Torrance Community Transit Program (TCTP), twenty-four (24) hours per day, seven (7) days per week.

The CITY will determine the eligibility of all patrons for this service and will sell all trip tickets for residents of the CITY. THE CONTRACTOR will only provide this service to patrons who present a ticket. The patron will be required to fill out the **trip origin, trip destination,** and **trip date** on the ticket and the CONTRACTOR will be required to fill in all order fields on the trip ticket **(total miles, odometer start /end, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and # of tickets used).**

CONTRACTOR must respond to the City within two business days on all complaints received. Response can either be done by phone or in writing. Any complaint not responded to will be deemed a valid complaint.

Section II: Work Performed by Contractor

Response Time
Each taxi cab operator must respond within twenty-five (25) minutes of the agreed upon (between patron and company dispatch) pick up time. In the event that a cab arrives later that the allotted 25-minute response time, neither the CITY nor the patron will be required to compensate said taxicab company for the cost of that trip.

Data Collection and Reporting
CONTRACTOR will collect data and maintain records in ticket collection, ridership, service mileage, service hours, trip call #, and safety and security as required. Reports are due on the 10th of each month for service provided in the previous month. Revised/corrected reports must be re-submitted within five (5) business days.

Trip call number is defined as a unique number generated by Dispatch to identify that particular trip.

All supporting documentation (coupon list by day, year-to-date coupon report, monthly summary report and year-to-date summary report), monthly invoices, ridership information, and safety and security information must be submitted both in person or by mail and electronically in a Microsoft Excel file.

Driver Training
CONTRACTOR will provide training in the following areas to all drivers who perform service in the TCTP.

1. Sensitivity to the Elderly and Physically Challenged, including proper handling of wheelchairs
2. Behavior Management of Forgetful, Disoriented or other Difficult Patrons
3. Defensive Driving and General Safety Procedures

CONTRACTOR will submit copies of all training materials and documentation signed by the driver upon completion of the training to the CITY within thirty (30) days of the execution of this Agreement.

Section III: Service Sanctions

Part 1: Service Complaint Penalties

A. Service complaints as deemed by the CITY include, but are not limited to: missed pick-ups, late (more than 25 minutes) arrivals/pick-ups, and rude behavior (including asking/ demanding a tip and/or drivers commenting on trip compensation).
B. If CITY receives five (5) or more complaints about the CONTRACTOR during any calendar month, the CITY will deduct one thousand dollars ($1,000.00) from the following month's invoice.
C. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by penalty amount.

Part 2: Missed Pick-Up / Failure to Pick-Up Penalties

A. A missed pick-up is defined as failure to pick up a client when the client has requested service and the CONTRACTOR has agreed to provide service at a mutually agreed upon time and place.
B. CITY will allow the CONTRACTOR to miss no more than a total of two (2) pick-ups in any calendar month.
C. CONTRACTOR will be assessed a penalty of two hundred fifty dollars ($250.00) per any missed pick-up in excess of two (2) in any calendar month. CITY will deduct the penalty amount from the following month's invoice.

D. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by the penalty amount.

Part 3: Ticket Requirements

The following conditions must be met or the CITY will not reimburse the CONTRACTOR for the tickets:

A. All fields on the Torrance tickets must be completed accurately. Each field on the ticket must be completed with correct information including, but not limited to, the trip origin, trip destination, trip date, total miles, driver #, pick up/drop off time, meter amount, fare paid by rider (if any), charge to city, and number of tickets used.
B. All patrons must be scheduled through the dispatch system. In addition, a unique trip call number must be assigned at the time each call is received.
C. Tickets received for reimbursement by the CONTRACTOR will be cross checked against the database of tickets issued by the CITY. If a matching ticket number is not identified in the database of tickets issued, there will be no reimbursement by the CITY.

Any appeals for penalties must be submitted within five (5) business days in writing to the CITY at:

Torrance Transit System
Torrance Community Transit Program
20500 Madrona Ave.
Torrance, CA 90503

Part 4: Reporting Requirements

The following conditions must be met or the City will not reimburse the Contractor for the tickets:

A. The Contractor must provide a dispatch log of all Torrance Account Trips to the City with their monthly billing. The City will use this log to cross check the tickets prior to reimbursing the Contractor.
B. Reporting provided by the Contractor must contain a unique trip call number for each trip.

Section IV: Work performed by City of Torrance

Audit

A. Contractor will keep complete and accurate records, which are auditable and sufficient to show the accuracy and validity of the tickets for which they are seeking reimbursement. The City shall have the right to inspect and audit such records once each year, during normal business hours upon reasonable prior notice for the purpose of determining the accuracy of such records,
B. Contractor will retain documentation supporting reimbursement of the tickets for a period of three years. Supporting documentation will include waybills, dispatch logs, and onscreen GPS data of Torrance trips taken.
C. If, upon examination by the City of the records of Contractor, for any year, an an error in more than 5% of the tickets per month, then the reasonable cost of such examination shall be paid by Contractor to the City and the erroneous tickets will not be reimbursed.

EXHIBIT "B"

Compensation Schedule

CONTRACTOR will submit an invoice by the tenth (10th) of each month for the preceding month. Revised/corrected invoice must be re-submitted within five (5) business days.

The compensation will be as follows:

Flag Drop:	$ 2.85
Mileage:	$ 0.30 each additional 1/9 mile ($ 2.70 per mile)
Wait Time:	$ 0.30 each 37 seconds waiting time and/or traffic delay ($29.19 per hour)

All tickets will not exceed the value of $13.00 per ticket.