

**AGREEMENT WITH Serra Yellow Cab  
FOR Transportation SERVICES  
For City Of Pacifica Senior Transportation Program  
(CaR)**

This Agreement, made and entered into this 1<sup>st</sup> day of July 2020, by and between the **CITY OF PACIFICA**, a municipal corporation existing under the laws of the State of California ("CITY"), and **Serra Yellow Cab**, a California Corporation ("CONTRACTOR"), whose address is 195 87<sup>th</sup> Street #D, Daly City, CA 94015 .

**R E C I T A L S:**

- A. CITY desires certain transportation services hereinafter described.
- A. CITY desires to engage CONTRACTOR to provide these transportation services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

**SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

#### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on July 1, 2020 and be completed on or about June 30, 2025.

#### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference.

#### **SECTION 6 – TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ninety (90) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

#### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

#### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

#### **SECTION 9 - INTEREST OF CONTRACTOR**

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

#### **SECTION 10 - CONTRACTOR'S STATUS**

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

#### **SECTION 11 - INDEMNITY**

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and

expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

#### **SECTION 12 - INSURANCE**

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

#### **SECTION 13 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

#### **SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR**

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

#### **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

#### **SECTION 16 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

#### **SECTION 17 - NON-DISCRIMINATION**

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race,



**SECTION 21 - AGREEMENT CONTAINS ALL  
UNDERSTANDINGS: AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

**SECTION 22 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

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

CITY OF PACIFICA

CONTRACTOR

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Kevin Woodhouse City Manager

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Talib Salamin, General Manager & President  
Serra Yellow Cab

APPROVED AS TO FORM

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Michelle Marchetta Kenyon, City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The City of Pacifica Senior Transportation Program (CaR) provides limited on-demand transportation services for City of Pacifica residents aged 65+ that have been qualified for the program by City of Pacifica staff.

The CONTRACTOR will be notified of eligible participants on an as-needed basis and prior to the rider's initial call to obtain service from the contractor. The information that will be provided will include the name, Pacifica address, phone number of the patron, and whether or not the patron requires a specific type of assisted transportation.

Riders are eligible to take eight one-way trips to any destination within the cities of Pacifica, Colma Bart, Hospitals /medical centers, Dialysis center between Daly City and Burlingame.

The CONTRACTOR will provide curb-to-curb assistance with bags, packages, etc., upon request.

The CONTRACTOR will provide transfer assistance to passengers needing assistance in and out of the vehicle upon request. The transfer assistance will be limited to cab to door and door to cab, excludes any stairs, and drivers will not carry any patrons.

The CONTRACTOR will provide wheelchair and scooter enabled vehicles upon request.

The CONTRACTOR will secure the patron's wheelchair or scooter to the vehicle.

CONTRACTOR will respond to on demand requests within 45 minutes of the call for standard vehicles and up to 60 minutes for wheelchair and scooter-equipped vehicles.

CONTRACTOR will provide background and driving record checks on all employees with direct access to riders.

CONTRACTOR will not make any extra stops on any ride. Patrons can bring as many passengers as the vehicle is licensed to carry.

## **EXHIBIT B**

### **PAYMENT RATES**

CONTRACTOR will submit an itemized invoice to the CITY by the 20<sup>th</sup> of each month.

Invoices should be sent to:

Attn: Senior Transportation Program  
(CaR)

540 Crespi Drive  
Pacifica CA, 94044

The CITY will send invoiced payment within 30 days of receipt of the invoice.

Payments should be sent to:

Serra Yellow Cab  
Attn: Talib Salamin  
195 87<sup>th</sup> Street #D  
Daly City, CA 94015

Transportation rates will be charged at the following rates: \$3.10 starting fee (flag drop), plus \$3 per mile, plus 15% service fee. Any rides that are less than five miles will be charged the five mile (\$18.10) rate. An additional \$0.30 click charge will be incurred for trips slowed by excessive traffic or other uncontrollable circumstances. The senior patrons will pay the first \$5.00 and the remaining fee will be paid by the City.

Prices inclusive of assisted ride or ride requiring mobility equipped vehicle (able to accommodate wheel chairs and scooters).

All fees, taxes and services under this Agreement shall not exceed \$85,000.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

#### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

#### ***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.