


DATE: 3/2/99 AGENDA ITEM # 110.
() APPROVED () DENIED
() CONTINUED TO _____

TO: James L. App, City Manager
FROM: Mike Compton, Director of Administrative Services 
SUBJECT: Transit Services
DATE: March 2, 1999

Need: For the City Council to consider various recommendations by the Fiscal Policy Committee to modify the level and type of transit services provided to the community.

- Facts:
1. Staff received a complaint from the Pine Street Saloon regarding the termination of taxi services after 7:00 p.m.
 2. Upon investigation of this matter, it was learned that, due to lack of ridership and financial burden, Paso Robles Cab had ceased operating its taxi cab service after 7:00 p.m.
 3. The City's municipal code relating to taxi cab operations requires a permitted operator to provide services seven days per week, twenty-four hours per day.
 4. Councilmen Lee Swanson and Tom Baron met with Joe Brady to discuss this matter and requested that he provide the City with a proposal to provide City taxi cab services in much the same manner as provided for in other communities in San Luis Obispo County.
 5. Joe Brady has submitted a proposal to provide City subsidized taxi cab services to the community (copy attached).
 6. The Fiscal Policy Committee has reviewed this matter and has made a number of recommendations as identified below.

Analysis and Conclusion:

At FPC direction, staff has investigated subsidized taxi cab operations throughout the County of San Luis Obispo. Copies of the agreements with County of San Luis Obispo for the Templeton Community Services District (TCSD) and South County Area Transit (SCAT), representing the cities of Arroyo Grande, Grover Beach and Pismo Beach, are attached.

These communities contract for subsidized taxi cab service because they do not provide other demand response transit alternatives; i.e. dial-a-ride services. In the case of TCSD, service is provided 365 days per year from 6:00 a.m. to 2:00 a.m. and the fare is \$1.00 per one-way ride within the boundaries of the TCSD and \$2.00 per one way ride outside the boundaries of TCSD (Paso Robles and Atascadero). Service within the TCSD boundaries is

provided to all persons. Service outside the TCSD boundaries is ONLY available to seniors and the handicapped.

In the case of SCAT, service is provided 365 days per year except Thanksgiving and Christmas days from 6:00 a.m. to 8:00 p.m. and the fare is \$3.00 per one-way ride within the established service boundaries. Service is ONLY provided to seniors (age 65+) and the handicapped.

COST ANALYSIS

Ridership and fare data was provided by Joe Brady for the four communities which contract for subsidized taxi cab services. The fare data is summarized and averaged (July thru November) as follows with Paso Robles DAR comparative data:

	<u>Average Fare/Cost*</u>	<u>One-way Fare</u>	<u>Average Subsidy</u>
Arroyo Grande	\$7.22	\$3.00	\$4.22
Grover Beach	7.16	3.00	4.16
Pismo Beach	9.15	3.00	6.15
TCSD	<u>13.76</u>	1.00/2.00	12.76/11.76
Average	\$9.32		
Paso Robles	\$10.07	1.25/1.50	8.82/8.52

** Gross cost per ride - before deduction for fare revenues*

Due to the compact size of Arroyo Grande and Grover Beach as compared to Pismo Beach, their average fare is less. Conversely, the average fare in TCSD is higher given its larger geographical service area as compared to the SCAT cities.

Given the geographical size of Paso Robles, one might reasonably conclude that the average fare would be at least \$10; especially given the long distances to the airport, the Target Center and Twin Cities area.

The City's current farebox ratio is 16% and it is estimated that the total annual net operating costs, excluding depreciation, will be \$92,000 (\$99,000 w/depreciation). However, it is important to note that it is difficult, if not impossible, to make any real comparisons of DAR with the SCAT cities since their subsidized taxi cab is not available to the general public. It is limited solely to seniors (65+) and the handicapped.

Only the subsidized taxi cab service level provided in TCSD compares to that provided in Paso Robles. As noted above, the City's average gross cost per ride is \$10.07. When compared to TCSD, this is a bargain with their \$13.76 gross cost per ride which is \$2.69 per ride more than the City's cost.

For comparative purposes, if DAR services were extended four hours daily, from 6:00 p.m. to 10:00 p.m., the estimated increase in annual cost would be \$27,000.

Being unable to predict public response to the replacement of DAR with subsidized taxi cab service, financial projections are difficult. But again, for comparative purposes, assuming all DAR riders used subsidized taxi cab services and said services could accommodate the volume, the following projections are provided (assumes current operating hours: 7:00 a.m. to 6:00 p.m., Monday thru Friday):

	Taxi Cab Annual Estimated Cost @ \$10	Taxi Cab Annual Estimated Cost @ 12	DAR Current Annual Cost**
Subsidized Taxi Service**	\$111,000	\$133,000	\$99,000
Fares (assumes \$1.50 fare for taxi service)	<u>20,200</u>	<u>20,200</u>	<u>20,200</u>
Estimated Public Subsidy	<u>\$90,800</u>	<u>\$112,800</u>	<u>\$78,800</u>

**gross costs before revenues*
***includes estimated depreciation expense @ \$7,000*

The cost of subsidized taxi cab services may be even greater if service was provided 24 hours a day, seven days per week.

PERFORMANCE ANALYSIS

While cost is a primary consideration, ability or lack of ability to perform should be given due consideration. The following tabulation of SCAT and TCSD data was constructed from data provide by Joe Brady and generally represents the time period from July 1 through November 30, 1998. For comparative purposes, DAR data is provided.

	Average Rides Per Monthly*	Average Rides/Monthly After 6 pm
Arroyo Grande	330	25
Grover Beach	150	9
Pismo Beach	90	1
TCSD	<u>210</u>	<u>13</u>
Average	195	12
Paso Robles	913	0

** 30 days per month for all agencies except Paso Robles which uses 22 days per month*

There is concern that Paso Robles' ridership levels may exceed taxi cab resources. As noted above, Paso Robles averages 42 rides per day while the other four communities average only 7 rides per day each. Even in the aggregate, all four communities only average 26 rides per day as compared to Paso Robles' 42. When considered in the context of geography, the ridership differential may be problematic.

While Joe Brady indicates that his cabs and drivers can accommodate wheel chair bound persons, this may be burdensome and/or embarrassing on such riders. According to the current DAR operator, there are a few riders who are unable to leave their wheel chairs.

CONCLUSIONS/OPTIONS

According to Joe Brady, local taxi cab service after 7:00 p.m. was terminated due to financial hardship resulting from the lack of calls. Forcing Mr. Brady to adhere to the code requirement to operate 24 hours per day would likely result in the elimination taxi cab service entirely.

In order for Joe Brady to provide evening service, he would need to have increased day time fares (profits) to cover evening service. The only way he may reasonably increase day time fares is for the City to 'give' him DAR ridership via subsidy and/or reduction or elimination of DAR service.

Providing subsidized taxi cab service would force the elimination or reduction DAR services since the City cannot afford to fund both operations. Providing a subsidy for taxi cab service would give the taxi cab service result in a competitive advantage against which the DAR could not reasonably be expected compete.

The possibility exists that the City might save money by providing subsidized taxi cab service in lieu of DAR services depending upon ridership levels. This might be especially true if ridership declines due to lack of taxi cab resources. Any savings that might be incurred could be used to eliminate accumulated operating deficits in City transit services and/or fund a modest expansion of the City's fixed route service.

Another option that the Council might consider is simply requiring the taxi cab operator to comply with the code requirements to provide tax cab service in the evenings. Locate a driver living in Paso Robles and provide him/her with a cell phone to respond to service calls on an 'as needed' basis.

A 'twist' on the option noted above would be to negotiate a new, lower rate with the current transit contractor to provide limited after hour service on a 'call response' basis.

Should the Council ultimately decide to implement subsidized taxi cab service in lieu of DAR, the City would have to negotiate a contract amendment with Laidlaw Transit Services, the City's contract operator. The existing contract does not expire until June 30, 2000.

FISCAL POLICY RECOMMENDATIONS

After review and consideration of the data provided by staff, the Fiscal Policy Committee is recommending the following transit modifications for full Council consideration:

1. Elimination of dial-a-ride services.
2. Expansion of fixed route transit services to include Saturday services.
3. Increasing the fixed route fare to \$2.00 per one way trip (current fare is \$0.75).
4. That the City prepare and distribute Request for Proposals for taxi cab type services wherein the farebox ratio is 50% or greater (subsidy is 50% or less).

Staff has met with representatives from Laidlaw Transit Services regarding the recommendation made by the Fiscal Policy Committee. While Laidlaw has concerns about public reaction to the proposed reduction in transit services and increase in fares, they are willing to work with the City and are keenly interested in being considered in any discussions relative to extended evening and/or weekend services.

Staff has also met with representatives from Central Coast Cab regarding the recommendation made by the Fiscal Policy Committee. The proposal for a "lump sum" contribution decreasing over time, rather than an ongoing fare subsidy, was not received favorably.

A preliminary "draft" Short Range Transit Plan Report (SRTP) has been completed since the FPC met to discuss transit operations. The SRTP indicates that there is significant public demand for increased transit services.

Additional discussions will be necessary and other alternatives may need to be investigated. The Council needs to provide direction to staff as to whether or not it is desirable to continue demand response transportation services; if so, how should such services be provided; i.e. taxi cab type service, dial-a-ride or some other mix or type of service; and, the amount of City contribution towards the cost of providing said services.

Fiscal
Impact:

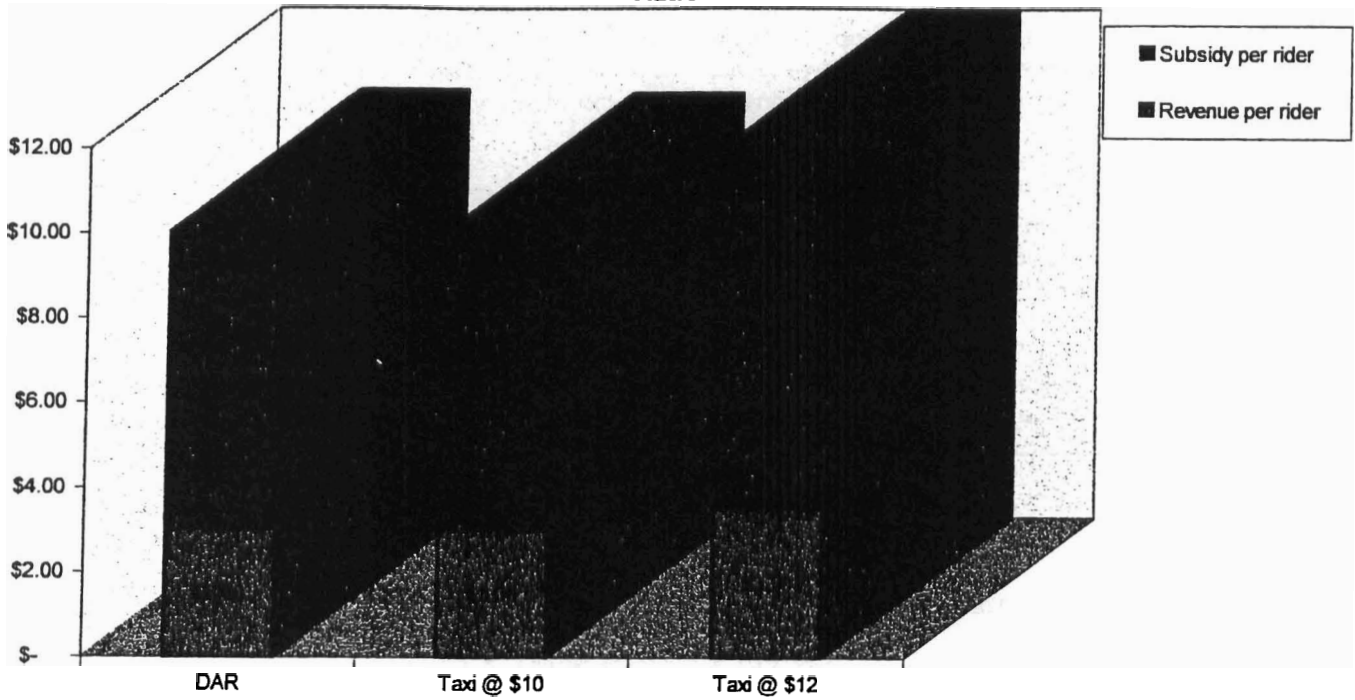
The City does not have sufficient resources to provide DAR, CATS and subsidized taxi cab services if repayment of the cash deficit is to continue. Transit operations has generated a negative cash balance as of June 30, 1998 of \$106,409 down from the previous year's deficit of \$117,374.

The City expects to receive \$350,000 in transit TDA funding. It is estimated that, including depreciation expense, transit operations will cost \$349,400. Estimated fare revenues of \$56,000 would reduce the negative cash balance by approximately 50% and would eliminate the deficit within two years at current service levels.

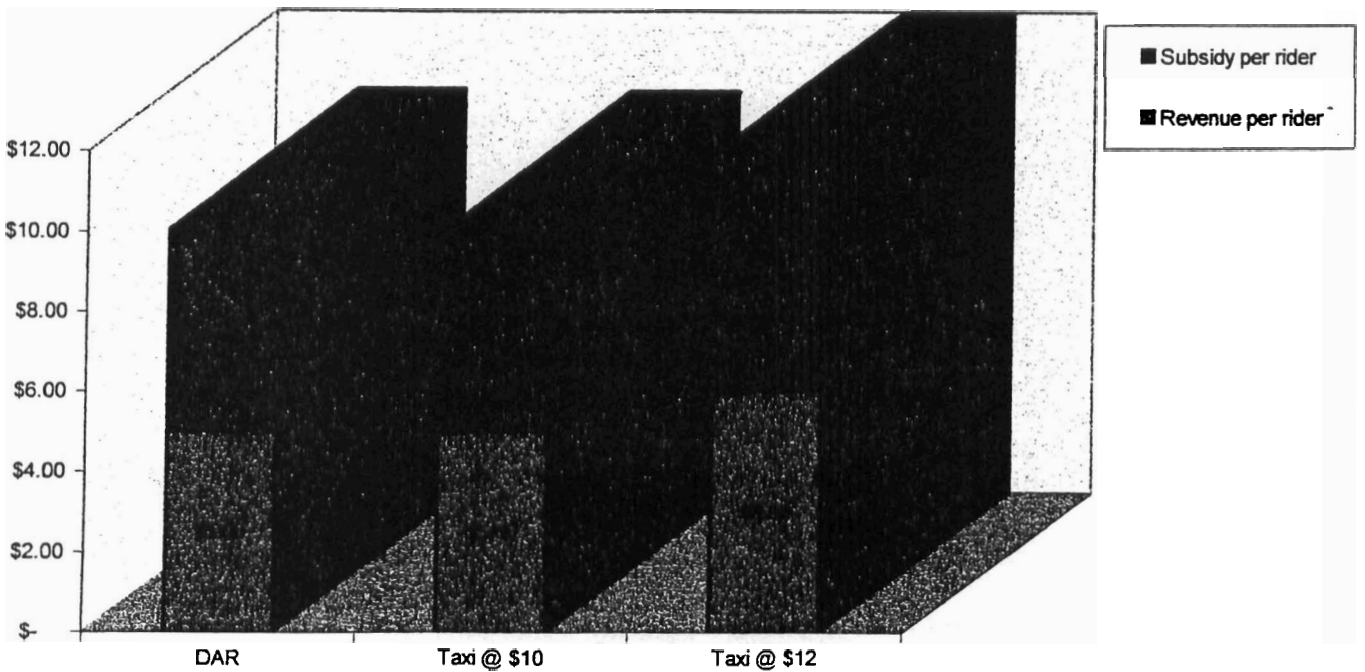
Options:

- a. That the City Council provide direction to staff regarding the recommendations of the Fiscal Policy Committee; or
- b. Amend, modify or reject any of the options above.

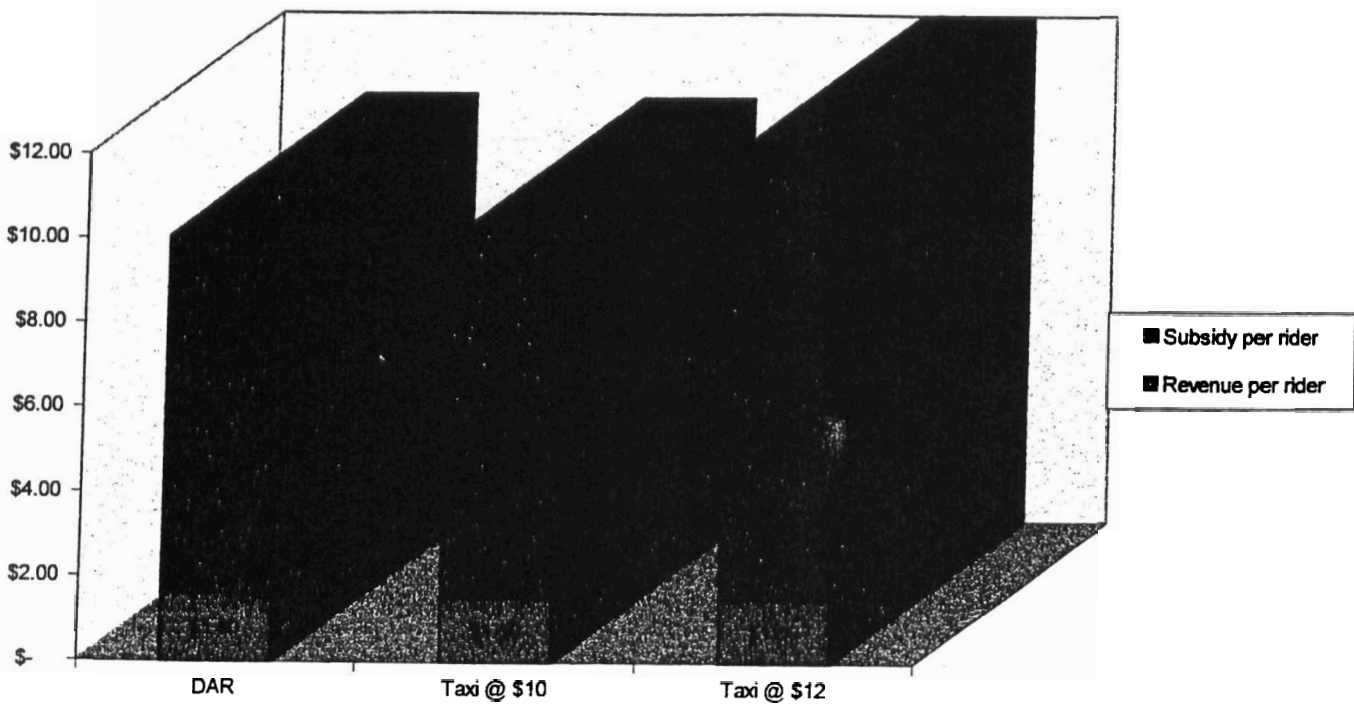
Demand Response (DAR) Cost per Rider - Subsidy versus Revenue - 30% Fare Box Ratio



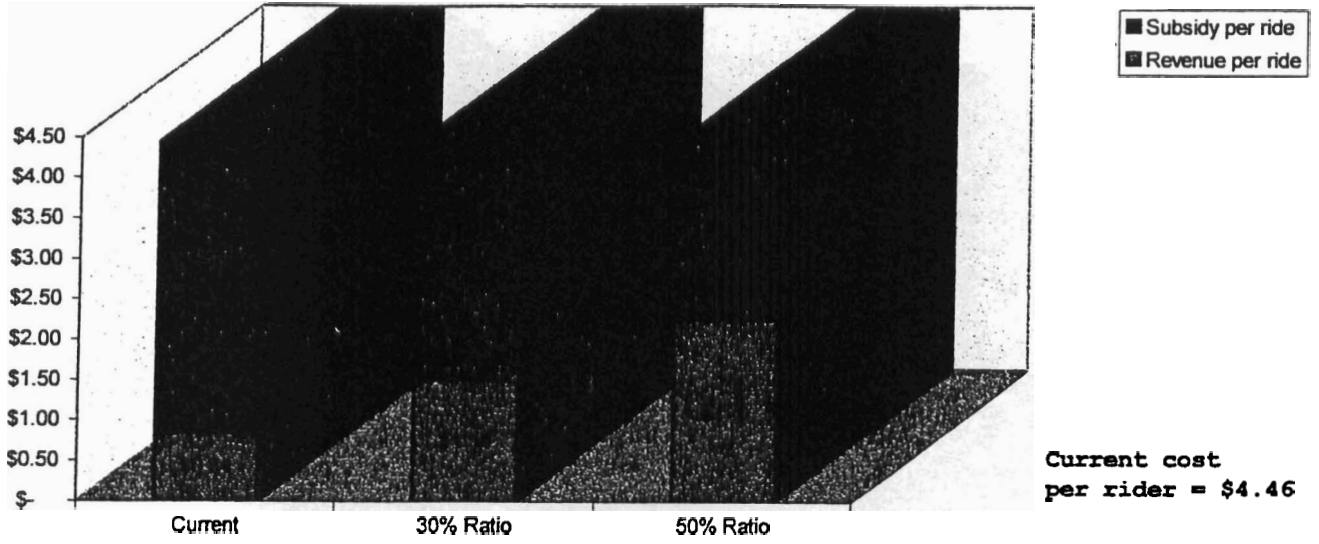
Demand Response (DAR) Cost per Rider - Subsidy versus Revenue - 50% Fare Box Ratio



Public Transit Cost per Rider - Subsidy versus Revenue



Fixed Route Cost per Rider - Various Ratios



Paso Robles City Council
Re: Dial-A-Ride Service

December 10, 1998

Dear Councilmember:

I have been asked to provide you with a technical work plan, and a cost comparison of the dial-a-ride service incorporated in your city, as compared to the dial-a-ride service we provide in Templeton, Grover Beach, Arroyo Grande, Oceano, and Pismo Beach. Our company has been providing this service in these areas for the past 3-5 years.

COMPANY BACKGROUND

Central Coast Taxi-Cab Services has been providing transportation for the citizens of San Luis Obispo County for the past 7 years. (a.k.a. Paso Robles Cab Co.). We incorporated and changed co. name 3 years ago. Our co. employs 22 people and has 12 taxi-cabs in its fleet. Our dispatch office is located in Santa Margarita Ca., but a local telephone number is provided for your citizens-237-2615.

TECHNICAL WORK PLAN

Our approach to the Paso Robles dial-a-ride would mirror the operations we already have in place at the cities mentioned. We would operate 7 days per week, with the following hours: Sun- Thur. 7a-12a, Fri-Sat. 7a-2a. We would operate 363 days per year, and close for Thanksgiving and Christmas. We would supply the city with 3 fully equipped, four door, white and red in color taxi-cabs, complete with two way radios (good throughout the county). If additional equipment is needed we are prepared to respond in a timely manner.

MAINTENANCE

Our company has 2 mechanics on payroll to insure the proper safety and reliability of our equipment. We also keep "back-up" cabs at our office for the unforeseen chance of mechanical failure. Total down time less than 1 hour from notification of car breakdown. We have semi-annual safety inspections as set forth by the city of San Luis Obispo.

CONTRACTOR RATES

- A.) \$ 2.00 pick-up fee
- B.) \$ 0.20 per 1/10 or fraction thereof per mile.

PROCEDURE OF OPERATION

After the city has sold a dial-a-ride card to a citizen, (see example attached), the passenger would call our dispatch office approx. 30 min prior to pick-up. Our dispatcher will then dispatch a cab to the passenger. When the driver "picks-up", he will ask for the card which the city will have a number assigned to. The driver will take 1 punch from the card and record it on his trip sheet. His sheet will provide pick-up and drop off address.

We keep complete records of all rides given. At the end of the month, our company will invoice the City of Paso Robles for services rendered. The invoice will be complete with the date and time, pick-up and drop off points, card # and price. We do not charge the city for waiting time and ask that be in the agreement when the card is sold.

BENEFITS TO THE CITY

Our business is based on the principle of the safe and timely delivery of our passengers. Due to the nature of our business, it is of mutual advantage to both the city and our company, to insure a timely pick-up and delivery of the customer. The city retains the fees generated from the sale of cards. It also only pays for services rendered. Our company pays for all insurance, dispatch, phones, fuel, w/c, maintenance etc. As you can see, this is a tremendous load lifted off of the person in charge of administering your current dial-a-ride system.

I have included the actual year to date totals for the dial-a-ride systems we currently operate:

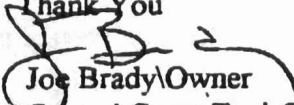
- 1.) Arroyo Grande— \$ 23351.50
- 2.) Templeton\Oceano \$ 32010.50
- 3.) Grover Beach-- \$ 9000.75
- 4.) Pismo Beach-- \$ 9531.00

Total All-- \$ 73,893.00

SUMMARY

As you can see, our company covers a lot of territory for a fraction of what your current system costs. Our estimate is based on numbers provided by the 97-98 transit report, actual cost will be relative to ridership.

You will find that your citizens will benefit by the personal service provided, ease of access into and out of car as compared to a bus (very important to the elderly), and the extended hours offer a more flexible timetable in which they can plan their days and evenings.

Thank You

Joe Brady\Owner
Central Coast Taxi-Cab Services

1/6-10

PASO ROBLES D.A.R. 97-98

<u>OPERATOR CONTRACT</u>	<u>VEHICLE MAINT.</u>	<u>MISC. EXP.</u>	<u>TOTAL EXP.</u>	<u>FARE REV.</u>	<u>NET COST</u>	<u>DAYS YRLY</u>	<u>DLY AVE</u>
\$ 76212.00	\$ 42312.00	\$ 7645.00	\$ 126,170.00	\$ 23,379.00	\$ 102,791.00	257	\$ 399.00

PROPOSAL & COST TO CITY

\$ 126,000.00	\$ 0.00	\$ 0.00	\$ 126,000.00	\$ 19,425.00	\$ 106,575.00	363	\$ 293.59
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The above comparison is based on figures obtained from the 1997-98 fiscal year transit report. Ridership during that period averaged 12951 or roughly 50 rides per day. We are basing our rates on an average of \$ 7.00 per run. These figures will actually fluxuate +/- due to you are only being charged for distance covered. Fare revenues are based on the purchase of a dial-a-ride card from the city at a recommended \$ 15.00 per ten ride card.

ATTENTION!

TEMPLETON COMMUNITY SERVICE DISTRICT RESIDENTS

Did you know there is **subsidized** transportation for Templeton residents??

For further information call the Templeton Community Service District at
434-4900

GENERAL CARD

This card is on sale to ALL residents of the Templeton Community Service District. Your cost is only \$10.00 per card and you can go anywhere in Templeton. Good for 10 rides.

SENIOR & HANDICAPPED CARD

This card is on sale to senior residents of the Templeton Community Service District. Your cost is only \$20.00 per card and enables you to travel anywhere in the Templeton, Paso Robles or Atascadero city limits. Good for 10 rides.

TEMPLETON SPECIALIZED TAXI SERVICE for GENERAL PUBLIC	
Printed Name	Signature
FOR YOUR RIDE CALL 237-2615	
1 2 3 4 5 6 7 8 9 10 Card #0015	

TEMPLETON SPECIALIZED TAXI SERVICE for SENIORS & HANDICAPPED	
Printed Name	Signature
FOR YOUR RIDE CALL 237-2615	
1 2 3 4 5 6 7 8 9 10 Card 000324	

**FOR YOUR RIDE CALL
PASO ROBLES CAB CO.
237-2615**

**JOINT AGREEMENT FOR SUBSIDIZED TRANSPORTATION SERVICES
FOR SENIOR CITIZENS AND DISABLED RESIDENTS OF
THE CITIES OF ARROYO GRANDE, GROVER BEACH, PISMO BEACH
AND THE COMMUNITY OF OCEANO**

THIS AGREEMENT is made and entered into this 11th day of December, 1996, by and between SOUTH COUNTY AREA TRANSIT, hereinafter referred to as "SCAT", and CENTRAL COAST TAXI-CAB SERVICES, LLC, hereinafter referred to as "Contractor".

WHEREAS, the Agencies of the City of Arroyo Grande, the City of Grover Beach, the City of Pismo Beach and the County of San Luis Obispo (representing the community of Oceano) have previously entered into a Joint Powers Authority for the purpose of providing transit services in the Five-Cities area of San Luis Obispo County; and

WHEREAS, this Joint Powers Authority is known as South County Area Transit; and

WHEREAS, the Agencies are responsible for implementation of unmet transit needs within their jurisdictional boundaries; and

WHEREAS, the San Luis Obispo Council of Governments, acting as the Regional Transportation Planning Agency, made the determination and finding to establish a subsidized transportation program for the senior and disabled residents of the cities of Arroyo Grande, Grover Beach, and Pismo Beach and the community of Oceano; and

WHEREAS, SCAT desires to provide subsidized transportation for the convenience of senior citizens and disabled residents of the entire Five-Cities area; and

WHEREAS, for the purposes of this Agreement, "Senior Citizens" refers to any individual who has been certified by any of the member agencies to have reached the age of 60 years. "Disabled Person" refers to any individual who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity of disability, is unable to obtain a driver's license, or is temporarily incapacitated from safely operating a motor vehicle, including but not limited to any individual confined to a wheel chair, who is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected; and "Temporary Incapacity or Disability" refers to an incapacity or a disability that leaves a person unable to operate a vehicle due to physical constraints or safety-related concerns for a designated period of time. Such temporary incapacity must be verified by a doctor or other health care provider; and

WHEREAS, SCAT desires to retain Contractor to provide the services described herein; and

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16-13
ADMINISTRATIVE SERVICES

WHEREAS, it is understood that the Contractor shall be an independent Contractor of SCAT.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Scope of Services. Pursuant to the terms and conditions of the Agreement, SCAT hereby engages Contractor, and Contractor hereby agrees to provide for SCAT, transportation service to residents of the cities of Arroyo Grande, Grover Beach, and Pismo Beach and the community of Oceano, who have been certified by the cities of Arroyo Grande, Grover Beach, or Pismo Beach or the Oceano Community Services District to be a senior citizen or a disabled person so as to prevent them for using existing public transportation. A map showing the location of the service area is attached hereto as Exhibit A; and another map showing the boundaries establishing the residency of the four jurisdictions is attached as Exhibit B, both of which are incorporated by reference herein.

The Contractor shall be responsible for the performance of the following:

- (a) Provide a minimum of two (2) vehicles during periods of service and a sufficient number of drivers.
 - (b) Maintain all vehicles in a safe, clean manner.
 - (c) Require all drivers to safety check, on a daily basis, all vehicles according to industry standards.
 - (d) Assure that all vehicles supplied shall meet all local, state, and federal laws governing such transportation.
 - (e) Obtain and comply with any and all local, state, and/or federal permits, licenses, and/or regulations that may be required.
 - (f) Punch coupon card once for each one-way passenger trip and provide information to the Agencies or its agents in a method prescribed by the Agencies.
 - (g) Will attempt to schedule pick-up of passengers to allow delivery to their destination on time.
 - (h) Obtain and maintain all insurance as defined in Section 8 of this Agreement.
 - (i) Provide medical transportation for passengers.
2. Period of Service. Contractor agrees to provide said transportation service 7 days a week, 6 a.m. to 10 p.m., with the exception of Thanksgiving and Christmas days, when no service will be provided.
 3. Contractor Rates. The meter rates for all vehicles operated under this Agreement shall be as follows:
 - (a) \$2.00 fare for pick-up; and
 - (b) \$.20 per 1/10th mile or fraction thereof.

4. Passenger Contribution. Each passenger, up to three passengers, shall pay a total of \$2 for a one-way trip by utilizing a "ten-ride" coupon card purchased from the Cities of Arroyo Grande, Grover Beach, or Pismo Beach or the Oceano Community Services District at a cost of \$20. Each coupon card is good for ten one-way taxi rides within the service area defined on Exhibit A. Each destination is a separate trip. The Cities of Arroyo Grande, Grover Beach, or Pismo Beach or the Oceano Community Services District will establish residency and eligibility of purchasers of the "ten-ride" coupon cards. Passengers must reside within the residency area as delineated on Exhibit B. Charges for waiting time are not included in the Agreement and must be paid to Contractor at the time the service is provided. Contractor shall provide all requested trips, regardless of the trip purpose, so long as the origin and destination of the trips are within the service area defined as Exhibit A.

5. Compensation to Contractor. SCAT agrees Contractor shall be paid for the amount of the fare, excluding waiting time, for all trips within the service area as defined in Exhibit A. Invoices shall be submitted to the respective Agency for service provided within that Agency. Agencies agree to make payments for services provided, payable monthly within 30 calendar days after receipt of Contractor's monthly billing.

6. Reporting Obligations. The Contractor shall maintain written records of all trips in a form mutually agreed by the Contractor and SCAT, which shall include but not be limited to the following:
 - (a) Name and address of passenger;
 - (b) Passenger's point of pick-up;
 - (c) Passenger's destination;
 - (d) Total charge at passenger's destination;
 - (e) Date and time of trip;
 - (f) Waiting time charged to passengers; and
 - (g) Coupon card number.

Copies of such records shall be provided to the SCAT agencies on a monthly basis and included with the monthly billing statement.

All records associated with the provision of services defined in this Agreement shall be made available to SCAT upon request and shall be retained by Contractor for a three (3) year period after completion of the Contract.

The Contractor shall permit authorized representatives of SCAT to inspect and audit all data and records of the Contractor relative to the performance of this Contract.

11-15

7. Employment Status. The Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel, or subcontractors, be construed to be employees of SCAT.

8. Insurance. The Contractor shall obtain and maintain insurance for the entire term of the Agreement, and Contractor shall not perform any work under this Agreement until after Contractor has obtained all insurance specified herein from a company acceptable to the Agencies, authorized to issue such insurance in the State of California. SCAT and its member agencies must review and approve all required insurance policy provisions prior to entering into this Agreement. Said insurance shall include, at a minimum, the following:
 - (a) Auto and Comprehensive Liability Insurance: The Contractor shall maintain, in full force and effect, while this Agreement is in force, automobile insurance and comprehensive liability insurance. The automobile and comprehensive liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of the Agreement, including, without limitation, acts involving owned and non-owned vehicles. The insurance for both automobile and comprehensive liability shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom; and property damage, or a combination thereof, in the total amount of \$1,000,000.

The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence."
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded.
- (4) SCAT and its member agencies, its officers, employees, and agents, shall be additionally insured under the policy, and the policy shall provide that the insurance shall operate as primary insurance and that no other insurance effected by SCAT or other additional insured will be called upon to contribute to a loss that would otherwise be paid by Contractor's insurer.
- (5) The policy shall contain a cross-liability or severability of interest endorsement.

- (b) Workers' Compensation Insurance: In accordance with the provisions of the Labor Code and all other applicable laws, the Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. The Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement.
- (c) The following requirements apply to all insurance to be provided by Contractor:
 - (1) A Certificate of Insurance shall be furnished to SCAT within ten (10) days after execution of this Agreement and prior to performing the work specified herein.
 - (2) Certificates and policies shall state that the policies shall not be cancelled without thirty (30) days prior written notice to SCAT.
 - (3) Approval of the insurance by SCAT shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from the Contractor's services or operations pursuant to this Agreement.
- (d) If the Contractor fails or refuses to procure or maintain the insurance required by this paragraph, or fails or refuses to furnish SCAT with proof that insurance has been procured, including copies of any and all insurance policies within ten (10) days of receipt of a request for same from SCAT and is in force and paid for, SCAT shall have the right, at its election, to forthwith terminate this Agreement by written notice effective immediately upon receipt.

9. Indemnification. The Contractor shall defend, indemnify, and save harmless SCAT and its member agencies, its officers, agents, and employees from any and all claims, demands, damages, cost, expenses, judgements, or liability arising out of Contractor's breach of this Agreement or Contractor's performance or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability including liability arising from trespass or inverse condemnation, violation of civil rights, and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to the Contractor's "independent contractor" status that would establish for failure to make social security and income tax withholding payment, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of the Contractor or its agents, employees, or other independent contractors directly responsible to the Contractor; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed

jointly or concurrently by the Contractor or the Contractor's agents, employees, or other independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages cost, expenses or judgements resulting solely from the negligence or willful misconduct of SCAT.

10. Length of Agreement. This Agreement shall be on a month-to-month basis. Any party may cancel this Agreement at any time upon thirty (30) days written notice to the others. Thirty (30) days after receipt of a written notice of termination, the Contractor shall discontinue operations of the Subsidized Transportation Service and incur no further obligations or expenses. The Contractor shall be paid for all services satisfactorily completed prior to the effective date of such termination.
11. Termination of Agreement for Cause. If, through any cause within its control, the Contractor fails to fulfill in a timely and professional manner its obligations under this Agreement, or if the Contractor shall violate any of the terms or provisions of this Agreement, SCAT shall have the right to terminate this Agreement effective upon giving fifteen (15) days written notice thereof to the Contractor. Fifteen (15) days after receipt of written notice of termination, the Contractor shall discontinue operations on the Subsidized Transportation Service and incur no further obligation or expenses. The Contractor shall be paid for all services satisfactorily completed prior to the effective date of such termination.
12. Non-assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, the Contractor shall not assign, transfer, delegate, or sublet this Agreement, or any interest therein, without the prior written consent of SCAT; and any such assignment, transfer, delegation, or sublet without SCAT's prior written consent shall be considered null and void. It is further agreed that any approved subcontractor or assignee will be subject to all of the provisions of this Agreement. Additionally, no subcontractor or assignee will be recognized as such; and all persons engaged in the performance of the Subsidized Transportation Service will be considered as employees of the Contractor; and the Contractor will be held responsible for their work.
13. Covenant. This Agreement has been executed and delivered in the State of California; and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligation of the parties created hereunder are performable in San Luis Obispo County, and SCAT shall be the venue for any action or proceeding that may be brought by reason of this Agreement.

14. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.
15. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
16. Warranty of Contractor. The Contractor warrants that the Contractor, and each of the personnel employed or otherwise retained by the Contractor, are properly certified and licensed under the laws and regulations of the State of California to provide the special Subsidized Transportation Services herein.
17. Changes in Scope of Services and Extra Work. No changes in the character or extent of work to be performed by the Contractor shall be made except by supplemental agreement, or change order, in writing, between SCAT and the Contractor.
18. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person, or by facsimile or sent by United States first-class mail, postage prepaid. Such notices shall be delivered to the chief executive of each party.
19. Smoke-Free Environment. The Contractor agrees to promote a smoke-free environment for the operators and the passengers of the vehicle. "No Smoking" signs will be installed in the vehicles; and the operation will request voluntary compliance of the passengers; and the operators will not smoke while in the vehicle.



 SOUTH COUNTY AREA TRANSIT CHAIRPERSON

 DATE



 CONTRACTOR

5/9/97

 DATE



 SCAT LEGAL COUNSEL

5/5/97

 DATE

SCAT FAX

TO: Joe Brady, Central Coast Taxi
FROM: Mike Fuson
SUBJECT: Program Changes - Subsidized Transportation Services
DATE: August 21, 1997
FAX #: 438-3999
PAGES: 1 (including cover page)

At its August 20 meeting, the SCAT Board approved increased fees and other proposed changes in the Subsidized Transportation Program, effective immediately.

The following changes are now in effect:

Cost for ten-ride coupon	\$30
Minimum age eligibility	Age 65
Hours of service	6:00 AM to 8:00 PM

Please let me know if you have any questions about these changes.

Mike Fuson
805-773-4657

16-20

AGREEMENT FOR SPECIAL TAXI SERVICES
FOR SENIOR CITIZENS, HANDICAPPED AND OTHER RESIDENTS
OF THE TEMPLETON COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is made and entered into this 5th day of April, 1994, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County", and PASO ROBLES CAB COMPANY, hereinafter referred to as "Contractor".

WITNESETH

WHEREAS, County is responsible for implementation of unmet transit needs in the Templeton area; and

WHEREAS, San Luis Obispo Council of Governments, acting as the Regional Transportation Planning Agency, made the determination and finding to establish a public transportation program for the senior citizens and/or handicapped residents of the Templeton area; and

WHEREAS, County desires to provide transportation for the convenience of senior citizens and/or handicapped and other residents of the Templeton area; and

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WHEREAS, for the purposes of this Agreement, "Senior Citizens" refers to any individual who has been certified by the Templeton Community Services District to have reached the age of 60 years. "Handicapped Person" refers to any individual who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including but not limited to any individual confined to a wheelchair, is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected; and

WHEREAS, "Temporary Incapacity or Disability" refers to an incapacity or a disability which lasts more than 90 days; and

WHEREAS, County desires to retain Contractor to provide the services described herein; and

WHEREAS, Sections 23004 and 31000 of the Government Code authorize County to enter into Agreements with Contractors for Special Services; and

WHEREAS, it is understood that Contractor shall be an independent Contractor of County.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Scope of Services. Pursuant to the terms and conditions of this agreement, County hereby engages Contractor, and Contractor hereby agrees to provide for County, portal to portal taxi cab service to residents that reside within the service area of the Templeton Community Services District, who have been certified by the Templeton Community Services District to have reached the age of 60 years and/or are handicapped so as to prevent them from using existing public transportation. Seniors and/or handicapped are entitled to taxi trips, from that area served by the Templeton Community

Services District, to any location within the Cities of Atascadero or Paso Robles and their return trips.

In addition to providing transportation services to the senior and/or handicapped, the contractor shall provide service to the general public but the service area shall be limited to trips within the area served by the Templeton Community Services District.

Contractor shall be responsible for the performance of the following:

- (a) Provide a sufficient number of taxi cabs and drivers with at least one taxi cab permanently stationed within the Town of Templeton.
- (b) Maintain all vehicles in a clean manner.
- (c) Require drivers to safety check, on a daily basis, all vehicles according to County requirements.
- (d) Assure that all vehicles supplied shall meet all local, State and Federal laws governing such transportation.
- (e) Obtain and comply with any and all local, State and/or Federal permits, licenses and/or regulations that may be required.
- (f) Punch coupon card once for each one-way passenger trip and provide information to County or its agents in a method prescribed by County.
- (g) Schedule pick-up of passengers to allow delivery to their destination on time.
- (h) Have the obligation to be certain that all vehicles used hereunder are safe and are in compliance with all State and Federal statutes and regulations prior to operating said vehicles.
- (i) Provide for all Contractor-owned vehicles: fuel, oil, tires, repairs and other required maintenance necessary to keep Contractor's vehicles operating in a safe manner.
- (j) Obtain and maintain all insurance as defined in Section 8. of this agreement and provide copy of policy to County.

2. Period of Service. Contractor agrees to provide said taxi cab service on a daily basis, between the hours of 6AM and 2AM the following day, three-hundred sixty five (365) days per year.

3. Contractor rates. The meter rate for all cabs operated under this Agreement shall be as follows:

- a. \$2.00 fare for pickup; and
- b. \$0.15 per 1/10th mile or fraction thereof.

4. Passenger Contribution. Each senior and/or handicapped passenger shall pay a total of \$2.00 for a one-way trip, between the area served by the Templeton Community Services District and the Cities of Atascadero or Paso Robles, by utilizing a "ten-ride" coupon card purchased from the Templeton Community Services District at a cost of \$20.00. Each coupon card is good for ten one-way taxi rides within the area as defined in Section 1.

Each passenger making a trip within the boundaries of the Templeton Community Services District shall pay a total of \$1.00 for a one-way trip by utilizing a "ten-ride" coupon card purchased from the Templeton Community Services District at a cost of \$10.00. Each coupon card is good for ten one-way taxi rides.

Each destination is a separate trip. The Templeton Community Services District will establish the residency and qualifications of purchasers of the "ten-ride" coupon cards. Passengers must reside within the service area of the Templeton Community Services District. Charges for waiting time are not included in the Agreement, and must be paid to contractor at the time the service is provided. Contractor shall provide all requested trips, regardless of the trip purpose, so long as the origin and destination of the trip is within the appropriate service area and the appropriate "ten-ride" coupon card is provided to the taxi driver.

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5. Compensation to Contractor. County agrees to pay to contractor the amount of the metered fare as stated in Section 3., excluding waiting time, for all trips within the appropriate service areas. County agrees to make payments for services provided; payable monthly within 20 calendar days after the receipt of Contractor's monthly billing.

6. Reporting Obligations. Contractor shall maintain written records of all trips in the form specified by the County Engineer, which shall include but not be limited to the following:

- a. Name and address of passenger;
- b. Passenger's point of pick-up;
- c. Passenger's destination;
- d. Total charge at passenger's destination;
- e. Date and time of trip; and
- f. Waiting time charged to passengers.

Copies of such records shall be provided to the County Engineer on a monthly basis and included with the monthly billing statement. All records associated with the provision of services defined in this Agreement shall be made available to the County Engineer upon request, and shall be retained by Contractor for a three (3) year period after completion of the contract. The Contractor shall permit authorized representatives of the County to inspect and audit all data and records of the Contractor relative to the performance of this Contract.

7. Employment Status. Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel, or subcontractors, be construed to be employees of County.

8. Insurance. Contractor shall, obtain and maintain for the entire term of this Agreement, and Contractor shall not perform any work under this Agreement, until after Contractor has obtained automobile insurance and comprehensive liability insurance, from

11-25

(c) The following requirements apply to all insurance to be provided by Contractor:

(1) A Certificate of insurance shall be furnished County within ten (10) days after execution of this Agreement.

(2) Certificates and policies shall state that the policies shall not be canceled without thirty (30) days prior written notice to County.

(3) Approval of the insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Agreement.

(d) If Contractor fails or refuses to procure or maintain the insurance required by this paragraph, or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate this Agreement.

9. Indemnification. Contractor shall defend, indemnify and save harmless the County and Templeton Community Services District, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this agreement or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability including liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Contractor or its agents, employees or other independent contractors directly responsible to Contractor, providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor or

a company acceptable to County, authorized to issue such insurance in the State of California. Said insurance shall consist of the following:

(a) Auto and Comprehensive Liability Insurance: Contractor shall maintain, in full force and effect, while this agreement is in force, automobile insurance and comprehensive liability insurance. The automobile and comprehensive liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving owned and non-owned vehicles. The amounts of insurance for both automobile insurance and comprehensive liability insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, or a combination thereof, in the total amount of \$1,000,000.00.

The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded.

(4) The County of San Luis Obispo, its officers, employees and agents, including Templeton Community Services District, shall be additional insured under the policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance effected by County or other additional insured will be called upon to contribute to a loss that would otherwise be paid by Contractor's insurer.

(5) The policy shall contain a cross-liability or severability of interest endorsement.

(b) Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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Contractor's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting solely from the negligence or willful misconduct of the County.

10. Length of Agreement. This Agreement shall be on a month-to-month basis. Either party may cancel this Agreement at any time upon thirty (30) days notice to the other. Termination may be effectuated by the County Engineer without need for action, approval, or ratification by the Board of Supervisors. Thirty days after receipt of telephonic or written notice of termination, Contractor shall discontinue operations on the Taxi Service and incur no further obligations or expenses. Contractor shall be paid for all services satisfactorily completed prior to the effective date of such termination.

11. Termination of Agreement for Cause. If, through any cause within its control, Contractor fails to fulfill in a timely and professional manner its obligations under this Agreement, or if Contractor shall violate any of the terms or provisions of this Agreement, County shall have the right to terminate this Agreement effective upon the County giving fifteen (15) days written notice thereof to Contractor. Termination may be effectuated by the County Engineer without need for action, approval, or ratification by the Board of Supervisors. Fifteen days after receipt of telephonic or written notice of termination, Contractor shall discontinue operations on the Taxi Service and incur no further obligations or expenses. Contractor shall be paid for all services satisfactorily completed prior to the effective date of such termination.

12. Non-assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor shall not assign, transfer, delegate, or sublet this Agreement, or any interest therein, without the prior written consent of County, and any such assignment, transfer, delegation or sublet without County's prior written consent shall be considered null and void. It is further agreed that any approved

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subcontractor or assignee will be subject to all of the provisions of this Agreement. Additionally, no subcontractor or assignee will be recognized as such, and all persons engaged in the performance of the Taxi Service will be considered as employees of Contractor, and Contractor will be held responsible for their work.

13. Covenant. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be the venue for any action or proceeding that may be brought by reason of this Agreement.

14. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

15. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16. Warranty of Contractor. Contractor warrants that Contractor, and each of the personnel employed or otherwise retained by Contractor, are properly certified and licensed under the laws and regulations of the State of California to provide the special Taxi Services herein agreed to.

17. Changes in Scope of Services and Extra Work: No change in the character or extent of work to be performed by Contractor shall be made except by supplemental agreement, or change order, in writing, between the County and Contractor. The supplemental agreement, or change order, shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by County to Contractor.

18. Notices: Unless otherwise provided, all notices herein required shall be in writing, and delivered in person, or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

County Engineer
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

Notices required to be given to Contractor shall be addressed as follows:

Contractor's Name and Address

Paso Robles Cab Company
1029 Park View Lane
Paso Robles, CA 93446

Phone No. 805-237-2615

Attention:

Contractor's Authorized Agent

Joseph E. Brady
Owner/Operator

(Title)

*4/25
Changed to
706 Caymans Ave.
Jupiter CA 93465*

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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

ATTEST:

COUNTY OF SAN LUIS OBISPO

FRANCIS M. COONEY

Clerk of the Board of Supervisors

By: Patricia Van Orden, Dep. Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By: [Signature]
Deputy County Counsel

Date: 3/8/94

By: Evelyn Delany

Chairperson of the Board of Supervisors

CONTRACTOR:

By: [Signature]

Owner/Operator
(type or print name & title)

Date: March 9, 1994

APPROVED AS TO INDEMNIFICATION AND INSURANCE PROVISIONS.

BY: [Signature]
Templeton Community Services District
General Manager

Date: 3/24/94

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16:31

**AMENDMENT TO AGREEMENT FOR
SPECIALIZED TAXI SERVICE FOR SENIOR CITIZENS,
HANDICAPPED AND OTHER RESIDENTS OF THE
TEMPLETON COMMUNITY SERVICES DISTRICT**

This amendment to Agreement is made by and between the County of San Luis Obispo and Paso Robles Cab Company on date below stated.

Whereas, the parties entered into an Agreement dated April 5, 1994 for Specialized Taxi Services; and

Whereas, the parties desire to amend their Agreement to provide different periods of service and compensation rates.

Now, Therefore the parties agree as follows:

1. Paragraph 2. of the Agreement dated April 5, 1994 is amended to read as follows:

Period of Service. Contractor agrees to provide said taxi cab service on a daily basis, between the hours of 6:00 A.M. and 2:00 A.M. the following day, excluding Thanksgiving and Christmas.

2. Paragraph 3. of the Agreement dated April 5, 1994 is amended to read as follows:

Contractor rates. The meter rate for all cabs operated under this Agreement shall be as follows:

- a. \$2.00 fare for pickup; and
- b. \$0.20 per 1/10 mile or fraction thereof.

3. In all other respects, the remaining terms and conditions of the Agreement dated April 5, 1994 shall remain in full force and effect.

**AMENDMENT No. 2 TO AGREEMENT FOR
SPECIALIZED TAXI SERVICE FOR SENIOR CITIZENS,
HANDICAPPED AND OTHER RESIDENTS OF THE
TEMPLETON COMMUNITY SERVICES DISTRICT**

This amendment to Agreement is made by and between the County of San Luis Obispo and Paso Robles Cab Company on date below stated.

Whereas, the parties entered into an Agreement dated April 5, 1994 for Specialized Taxi Services,

Whereas, the parties amended their Agreement to provide different periods of service and compensation rates on June 20, 1995; and

Whereas, the parties desire to amend their Agreement to provide for an expanded service area.

Now, Therefore the parties agree as follows:

1. Paragraph 1. of the amended Agreement dated June 20, 1995 is amended to read as follows:

Scope of Service. 1. Pursuant to the terms and conditions of this agreement, County hereby engages Contractor, and Contractor hereby agrees to provide for County, portal to portal cab service to residents that reside within the Sphere of Influence of the Templeton Community Services District, who have been certified by the Templeton Community Services District to have reached the age of 60 years and/or are handicapped so as to prevent them from using existing public transportation. Seniors and/or handicapped are entitled to taxi trips, from that area contained within the Sphere of Influence of the Templeton Community Services District, to any location within the Cities of Atascadero or Paso Robles and their return trips.

In addition to providing transportation services to the seniors and/or handicapped, the contractor shall provide service to the general public but the service shall be limited to trips within the area contained within the Sphere of Influence of the Templeton Community Services District.

2. In all other respects, the remaining terms and conditions of the amended Agreement dated June 20, 1995 shall remain in full force and effect.

Handwritten initials and date:
B.S.
B.M.
16.33

**AMENDMENT No. 3 TO AGREEMENT FOR
SPECIALIZED TAXI SERVICE FOR SENIOR CITIZENS,
HANDICAPPED AND OTHER RESIDENTS OF THE
TEMPLETON COMMUNITY SERVICES DISTRICT**

This amendment to Agreement is made by and between the County of San Luis Obispo and Central Coast Taxi Services previously known as Paso Robles Cab Company on date below stated.

Whereas, the parties entered into an Agreement dated April 5, 1994 for Specialized Taxi Services,

Whereas, the parties amended their Agreement to provide different periods of service and compensation rates on June 20, 1995,

Whereas, the parties amended their Agreement to provide for an expanded service area on November 14, 1995,

Whereas, the parties desire to amend their Agreement to reflect the Contractor's name change from Paso Robles Cab Company to Central Coast Taxi Services.

Now, Therefore the parties agree as follows:

1. The preamble of the amended Agreement dated November 14, 1995 is amended to read as follows:

THIS AGREEMENT is made and entered into this 5th day of April 1994, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County", and Central Coast Taxi Services, hereinafter referred to as "Contractor".

TEMPLETON
SPECIALIZED TAXI SERVICE
for
SENIORS & HANDICAPPED

Printed Name _____ Signature _____
FOR YOUR RIDE CALL 237-2618
1 2 3 4 5 6 7 8 9 10 Card # _____

TEMPLETON
SPECIALIZED TAXI SERVICE
for
GENERAL PUBLIC

Printed Name _____ Signature _____
FOR YOUR RIDE CALL 237-2618
1 2 3 4 5 6 7 8 9 10 Card # _____

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This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the services and tasks described in this Agreement or its agency under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

22. Nondiscrimination:

A. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, or national origin. CONTRACTOR shall take affirmative actions to insure that employees are treated during their employment without regard to their age, race, religion, color, sex, disability, or national origin.

B. CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

23. Conflict of Interest:

CONTRACTOR promises that it presently has no interest which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further promises that in the performance of this contract, no person having such an interest shall be employed.

24. Conflict of Transportation Issues:

CONTRACTOR shall not divert any revenues, passengers, or other business from CITY's project or any portion contracted out to other SUBCONTRACTORS to any other transportation operation of CONTRACTOR.

25. Operating Revenues:

All operating revenues collected by CONTRACTOR are the property of CITY. Operating revenues include but are not limited to, all fares, charter income, extra services, sales of tickets and passes, advertising sales, freight sales and rental of equipment. All revenues shall be counted and kept separate under appropriate security. Once a week or more frequently, if so directed by CITY, all revenues shall be deposited by CONTRACTOR as directed by CITY. Reports on the revenues collected and deposited shall be provided to CITY.

26. Stop Work:

CITY may stop work on CITY's transportation system upon forty-eight (48) hours written notice to CONTRACTOR. CITY shall only be liable for all costs incurred prior to the stop-work period and for restart, if any.

27. Termination:

A. Mutual Agreement. This agreement may be terminated at any time upon the mutual written agreement of the parties.

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

B. Lack of Funds. If the CITY's source of funding ceases, CITY will have the right to terminate this agreement. Any intention by CONTRACTOR not to renew Contract at the normal anniversary is to be submitted in writing 120 days prior to said anniversary. In the event of such termination, CITY shall pay CONTRACTOR for services rendered to that date.

C. Material Breach. CITY shall have the right to terminate this agreement immediately in the event of any material breach of this agreement by the CONTRACTOR. A "material breach" for this purpose shall include, but not be limited to, the following items:

- (1) Repeated failure by CONTRACTOR to operate the service within the time constraints of agreement.
- (2) Failure by the CONTRACTOR to operate a safe service (e.g. having an accident record higher than industry norms).
- (3) Failure by the CONTRACTOR to provide qualified personnel, training, facilities, tools, supplies or equipment required in this agreement.
- (4) Repeated failure by CONTRACTOR to provide services to the public in a courteous manner.
- (5) Failure by the CONTRACTOR to make corrections within twenty (20) days after receiving written notification of deficiencies.
- (6) Failure by the CONTRACTOR to submit the required reports on time in truthful, accurate format.

28. Information and Documents:

All information, data, reports, records, maps, survey results as existing, available, and necessary for carrying out the work as contemplated in this agreement, the RFP and the proposer's response shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible in the carrying out of the work without undue delay.

29. Proprietary Rights:

All inventions, improvements, discoveries, proprietary rights, patents, and copyright made by CONTRACTOR under this Agreement shall be made available to CITY with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released by CITY's representative or participating organization without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this Agreement for specific use in the CITY's transit system shall become the property of CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating

RIMC CODE
DATE: April 1, 1997
FILE PLAN: Finance License & Collections
SUBJECT: Transit Operations Agreement
LOCATION: Administrative Services
RETENTION: 5 Years

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Chapter 5.40

TAXICABS*

Sections:

- 5.40.010 Definitions.
- 5.40.020 Owner's permit—Driver's permit—Required.
- 5.40.030 Owner's permit—Application.
- 5.40.040 Owner's permit—Reasons for denial.
- 5.40.050 Twenty-four hour service—Failure to comply.
- 5.40.060 Owner's permit—Revocation—Hearing.
- 5.40.070 Additional vehicles—Substitution—Procedure.
- 5.40.080 Driver's permit—Application.
- 5.40.090 Driver's permit—Conditions met before granting.
- 5.40.100 Driver's permit—Revocation—Hearing.
- 5.40.110 Owner's permit—Driver's permit—Application for.
- 5.40.120 Certificate of permit issuance.
- 5.40.130 License fee.
- 5.40.140 Motor vehicle liability policy—Required.
- 5.40.150 Motor vehicle policy—Specifications.
- 5.40.160 Motor vehicle policy—Cancellation—Effect.
- 5.40.170 Owner—Filing annual report.
- 5.40.180 Contract between owner, driver.
- 5.40.190 Vehicle kept in sanitary, safe conditions.
- 5.40.200 Riding on outside—Driver's compartment.
- 5.40.210 Passenger compartment—Exclusive use.
- 5.40.220 Engaging services of taxicab.
- 5.40.230 Direct route.
- 5.40.240 Changing insignia, color scheme, etc.

- 5.40.250 Driver's working hours.
- 5.40.260 Stand permits—Issuance—Revocation—Painting curbs.
- 5.40.270 Penalties for violations.
- 5.40.280 Severability.

*State regulation of city carriers — See California Public Utilities Code Division 2, Chapter 2.

5.40.010 Definitions.

For the purpose of this chapter, the following terms shall be deemed and construed to have the meaning respectively ascribed to them in this section, unless from the particular context, it clearly appears that some other meaning is intended.

The term TAXICAB as used herein shall mean and include every motor vehicle used in the business of carrying passengers for hire, the destination and route of which are under the control of the passenger or passengers being carried therein, and which is not operated between fixed termini.

The term OWNER shall mean and include every person, firm, association, or corporation owning or controlling any taxicab.

The term DRIVER shall mean and include every person in actual charge and control of any taxicab as the driver thereof. (Ord. 87 N.S. § 1, 1941)

5.40.020 Owner's permit—Driver's permit—Required.

It shall be unlawful for any person, firm, association or corporation to operate or cause to be operated at any point in the City of El Paso de Robles any taxicab, unless there shall have been issued an owner's permit to the owner and a driver's permit to the driver thereof and unless each such permit shall be in full force and effect, and unless all of the other provisions of this chapter have been fully complied with. (Ord. 87 N.S. § 2, 1941)

5.40.030 Owner's permit—Application.

Any owner desiring to obtain the permit required by Section 5.40.020 hereof shall make application therefor to the city council. The application shall be verified under oath and shall set forth:

(a) The name, age, business address, residence and citizenship of the applicant if a natural person; or if a corporation, its name, date and place of incorporation, address of its principal place of business, and the names of its principal officers, together with their respective addresses; or if a partnership, association or unincorporated company, the names of the partners, or the persons comprising the association or company, with the place of business and residence of each such partner or person.

(b) A description of each motor vehicle which the applicant proposes to use, giving the type of each vehicle, the name of the manufacturer thereof, the horse power and the seating capacity thereof.

(c) The past experience of the applicant in the matter to which the required permit appertains; and the home address, and past experience of the person to be in charge of the premises of business.

(d) A verified financial statement of the applicant.

(e) That applicant is the registered owner of each of the taxicabs to be operated under any owner's permit granted to applicant.

(f) Whether or not any permit has been revoked, and if so, the circumstances of such revocation.

(g) The color scheme, name, monogram, or insignia which applicant proposes to use.

(h) Such further information as the city council or such official of the city of El Paso de Robles to whom the application may be referred, may require. (Ord. 87 N.S. § 3, 1941)

5.40.040 Owner's permit—Reasons for denial.

In addition to the grounds set forth in Section 5.40.030 of this chapter, governing the issuance

of permits, upon which an application for an owner's permit may be denied, the city council shall deny the same if it shall appear to its satisfaction that such vehicle proposed to be operated is inadequate or unsafe, that the applicant has been convicted of a felony or violation of any narcotic law, or of any penal law involving moral turpitude or for excessive previous traffic violations or has been convicted of the excessive use of intoxicants; that the applicant's proposed color scheme or other insignia will tend to confuse the identification of the vehicles proposed to be operated by such applicant with those of another owner operating in the City of El Paso de Robles.

Further, the city council may deny the granting of any permit to operate any taxicab in the city for the reason that there is insufficient public need or demand for the operation of the vehicle or vehicles for which a permit has been applied, or for any reasonable cause which, within its sound discretion, renders the proposed operations contrary to the public welfare. (Ord. 87 N.S. § 4, 1941)

5.40.050 Twenty-four hour service—Failure to comply.

A. SERVICE REQUIRED. Because of the public service nature of the taxicab business, each owner of a permit to operate one or more taxicabs in this city shall furnish twenty-four hour daily service, Sundays and holidays included.

B. FAILURE TO COMPLY. The failure of any owner or permit holder to comply with subsection A above, for a period of thirty days shall be reported by the chief of police to the city council, and upon receiving such report the city council may take steps as provided in this chapter to cancel the permit or permits.

C. REVOCATION. In the event any permit or permits to operate one or more taxicabs are canceled for failure to comply with subsection A above, any business license issued by this city to

the owner or any such permit or permits to operate a taxicab business is automatically revoked. (Ord. 87 N.S. § 4½, added by Ord. 181 N.S., 1954)

5.40.060 Owner's permit—Revocation—Hearing.

The city council shall upon denying an application for an owner's permit and upon revocation, suspension, or cancellation of any such permit, set a time for hearing and give written notice of such hearing to the owner of said taxicab business by depositing said notice in the United States mail properly addressed to said owner to the address contained in his application for permit as provided for in Section 5.40.030 of this chapter. Said notice shall be at least ten days in advance of said hearing. At the time of such hearing, said owner shall appear and show cause why said permit should not be denied, revoked, suspended or canceled as the case may be and said city council shall thereupon have full power to determine all issues relating to the granting, denying, revocation, suspension or cancellation of the aforesaid owner's permit. (Ord. 57 N.S. § 5, 1941)

5.40.070 Additional vehicles—Substitution—Procedure.

Any owner holding a permit to operate one or more taxicabs as provided in this chapter, who desires to add to the number of such taxicabs shall do so only upon obtaining from the council permission therefor, which shall be granted only upon application made in the same manner and under the same proceedings as are required in this chapter in the instance of obtaining the original permit. Any owner holding a permit to operate one or more taxicabs as provided in this chapter, who desires to substitute a different taxicab for a taxicab operated under such permit, shall do so only upon obtaining from the council permission therefor, which shall be granted only upon written application setting forth the particulars of such proposed substitution, and upon otherwise complying with the requirements of

this chapter. The council shall have the same authority in granting or denying such application for permission to add or substitute as is hereinbefore in this chapter vested in it in the matter of original application. Before making application for any such substitutions, the applicant shall obtain and shall file with the city clerk the consent of the insurer on his policy of insurance to such substitutions or additions. (Ord. 82 N.S. § 6, 1941)

5.40.080 Driver's permit—Application.

It is unlawful for any driver to operate any taxicab in the city unless the owner thereof has obtained a permit and license therefor as required in this chapter and unless such driver has obtained a driver's permit as provided in this chapter and both of said permits are in full force and effect. The application for such driver's permit shall be made to the chief of police and shall be in writing and in duplicate and the original thereof shall be duly acknowledged by some person lawfully authorized to administer oaths. Such original shall forthwith be transmitted to the city clerk. The application shall set forth the name, age, and address of the applicant, his past experience in operating automobiles, the names and addresses of his employers during the preceding period of three years, whether or not a chauffeur's license issued to him by the state of California or any other state or governmental agency has ever been revoked, the number of his chauffeur's license, the name and address of the owner by whom he is to be employed as a driver (and the owner shall endorse the application) and such additional information as the chief of police may require. (Ord. 87 N.S. § 7, 1941)

5.40.090 Driver's permit—Conditions met before granting.

Upon application for a driver's permit, and before it shall be issued, the driver, whether the owner or otherwise, must evidence a proficient knowledge of the traffic laws of the city and of the state of California, and demonstrate his ability to

operate the type of motor vehicle for which the driver's permit is sought, to the satisfaction of the chief of police. Upon satisfying the foregoing requirements, the driver shall be fingerprinted by, and his record filed in, the police department, bureau of identification. Every driver's permit issued under this chapter shall set forth the name of the owner by whom said driver is employed and shall be valid only so long as he continues in the employ of such owner. Upon the termination of such employment, the driver shall forthwith surrender his driver's permit to the chief of police. No such driver's permit shall be granted to any person under the age of eighteen years. Such driver's permit may be denied upon substantial evidence of facts of either physical or moral deficiencies of the applicant which in the sound discretion of the chief of police would render such applicant not a competent person to operate a taxicab. The driver shall also file with his application two recent photographs (size one and one-half inches by one and one-half inches), one to be filed with his application and one to be permanently attached to the driver's permit. When issued, the permit shall be posted in a place conspicuous from the passenger's compartment of the taxicab while the driver is operating the same. No driver's permit issued under this chapter shall be transferable in any event. (Ord. 401 N.S. § 1, 1977; Ord. 87 N.S. § 8, 1941)

5.40.100 Driver's permit—Revocation—Hearing.

The chief of police shall have the power to revoke or suspend any driver's permit issued under this chapter in the event the holder thereof shall be found guilty of a violation of any of the provisions of this chapter or shall be found guilty of reckless driving or for the violation of any other law, which violation in the sound discretion of the chief of police shall be deemed sufficient evidence of the fact that the driver is not a competent person to operate the motor vehicle for which the driver's permit was issued. In the event of such revocation or suspension of a

driver's permit, such certificate as may be issued in connection therewith shall be, by the holder thereof, forthwith surrendered to the chief of police.

In the event of such revocation or suspension of a driver's permit, a written notice of such revocation shall be given to the driver and a time shall be set for a hearing before the city council. Written notice shall be given to the driver by depositing the same in the United States mail properly addressed to the driver to the address contained in the application provided for in this chapter, at least ten days prior to the hearing. At the hearing, the driver shall appear and show cause why his driver's permit should not be revoked or suspended, and the city council shall thereupon have power to determine all issues relating to the revocation or suspension of the aforesaid driver's permit. (Ord. 87 N.S. § 9, 1941)

5.40.110 Owner's permit—Driver's permit—Application fee.

An application fee in the sum of two dollars and fifty cents shall be required to be paid by every person, firm, association or corporation seeking an owner's permit to operate any taxicab or automobile for hire. An application fee in the sum of one dollar shall be required to be paid by each applicant for a driver's permit. All such application fees shall accompany the application. (Ord. 87 N.S. § 19, 1941)

5.40.120 Certificate of permit issuance.

When any permit is granted under this chapter, the city clerk shall issue to the grantee thereof a certificate, giving the name and address of the grantee, the nature of the permit granted, and the date when the same was granted. (Ord. 87 N.S. § 20, 1941)

5.40.130 License fee.

Every person, firm or corporation operating any taxicabs in the city, upon obtaining a permit as provided in this chapter, shall pay an annual license fee in the sum of two hundred dollars

which shall cover four cabs, and for each additional cab the licensee shall pay twenty dollars per year. (Ord. 415 N.S. § 9, 1978; Ord. 414 N.S. § 9, 1978; Ord. 224 N.S. § 1, 1959; Ord. 87 N.S. § 21, 1941)

**5.40.140 Motor vehicle liability policy—
Required.**

It shall be unlawful for any owner to drive or operate or cause or permit to be driven or operated, any taxicabs in the city, unless such owner shall have placed on file with the city clerk a written certificate or certificates of a responsible and solvent corporation authorized to issue such policy under the laws of the State of California, that it has issued to or for the benefit of the owner, a motor vehicle liability policy or policies which, at the date of said certificate or certificates, are in full force and effect, and designating therein that any and all taxicabs which may be driven or operated under any permit granted to such owner under the provision of this chapter are, or will be, covered under said policy or policies. (Ord. 87 N.S. § 10, 1941)

**5.40.150 Motor vehicle policy—
Specifications.**

The motor vehicle liability policy required under the provisions of Section 5.40.140 of this chapter shall insure the owner, as defined herein, and any other person using or responsible for the use of any such vehicle, with the consent, express or implied, of such owner, against loss from the liability imposed upon such owner by law for injury to, or death of, any person, or damage to property, growing out of the maintenance, operation or ownership of any taxicab to the amount or limit of twenty thousand dollars, exclusive of interest and costs, on account or limit of twenty thousand dollars, exclusive of interest and costs, on account of injury to, or death of any person, of forty thousand dollars, exclusive of interest and costs, on account of any one accident resulting in injury to or death of more than one person, and of five thousand dollars for damage to property

of others resulting from any one accident.

Said motor vehicle liability policy shall inure to the benefit of any and all persons suffering loss or damage either to person or property, as herein provided, and the liability of the insurance carrier shall be in no manner abrogated or abated by the death of the tortfeasor or the owner. (Ord. 87 N.S. § 11, 1941)

**5.40.160 Motor vehicle policy—
Cancellation—Effect.**

Every certificate required under the provision of Section 5.40.140 of this chapter shall certify that the motor vehicle liability policy or policies therein cited shall not be canceled except upon ten days prior written notice thereof to the city council. Said motor vehicle liability shall be a continuing liability to the full amount thereof notwithstanding any recovery thereon and said certificate thereof shall so certify. All motor vehicle liability policies and all certificates thereof shall be subject to the approval of the city attorney in any and all matters and if at any time, in the judgment of the city council, said motor vehicle liability policies are not sufficient for any cause, the city council may require the owner of such taxicab or taxicabs who filed the same to replace said motor vehicle policies within ten days with other policies in accordance with the provisions of this chapter. If said owner fails to replace said motor vehicle policies within said ten days period with good and sufficient policies, as aforesaid, then at the termination of said period the owner's permit issued hereunder shall be by such failure automatically suspended until such time as said requirement is complied with, and the chief of police shall enforce such suspension. (Ord. 87 N.S. § 12, 1941)

5.40.170 Owner—Filing annual report.

Each owner holding a permit to operate one or more taxicabs shall file an annual written report not later than June fifteenth of each year, and before the new annual business license are issued

for the year. The report shall contain the following information:

(a) The number of his taxicabs licensed by this city and the name of each insurance company that has written public liability and/or property damage on each of said cabs and the date or dates of expiration of each of said policies, together with the policy number or numbers.

(b) A statement of the holder of the permit, giving the full name and address of permit holder and, if the ownership is in the names of more than one person, the names and addresses of said persons and the proportion of ownership of each of said persons. (Ord. 87 N.S. § 12½, added by Ord. 181 N.S., 1954)

5.40.180 Contract between owner, driver.

Any taxicab for which a permit has been issued hereunder shall be operated by the owner, personally, or his employee, on his behalf, and it shall be unlawful for any owner or driver to enter into any contract, agreement or understanding between themselves by the terms of which such driver pays to, or for the account of, such owner a fixed or determinable sum for the use of such taxicab. (Ord. 87 § 23, 1941)

5.40.190 Vehicle kept in sanitary, safe condition.

It shall be unlawful for any owner or driver to operate, or cause to be operated, any taxicab, while the same or any of the equipment used thereon or therewith shall be in a defective, unsafe or unsanitary condition. Every taxicab shall at all times be subject to the inspection of any police officer or sanitary inspector of the City of El Paso de Robles. (Ord. 87 N.S. § 13, 1941)

5.40.200 Riding on outside—Driver's compartment.

No driver of any taxicab shall permit any person to ride on the running board thereof or elsewhere outside of the body thereof. No driver of any taxicab shall permit more persons to ride in the driver's compartment thereof than can be

seated in the regular seats in said compartment, or permit any person to sit or stand at any place in or on said taxicab while such person obstructs the driver's view of traffic ahead or to either side. (Ord. 87 N.S. § 14, 1941)

5.40.210 Passenger compartment— Exclusive use.

When a taxicab is engaged, the occupant shall have the exclusive right to the full and complete use of the passenger compartment, and no owner or driver of said taxicab shall solicit or carry additional passengers therein without the consent of the original occupant or occupants. (Ord. 87 N.S. § 15, 1941)

5.40.220 Engaging services of taxicab.

The services of a taxicab operating pursuant to any permit granted hereunder shall be available only upon telephone call, engagement of the taxicab when parked at a regular stand, or when hailed from the street, sidewalk or curb, but not otherwise. (Ord. 87 N.S. § 22, 1941)

5.40.230 Direct route.

Any driver employed to carry passengers to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his destination. (Ord. 87 N.S. § 16, 1941)

5.40.240 Changing insignia, color scheme, etc.

It shall be unlawful for any person, firm, association, or corporation to drive or operate any taxicab other than one bearing the color scheme, name, monogram, or insignia set forth in the application for permit. It shall be unlawful for any person, firm, association, or corporation to change the color scheme, name, monogram or insignia without first having obtained the consent of the city council. (Ord. 87 N.S. § 17, 1941)

5.40.250 Driver's working hours.

It shall be unlawful for any driver to drive

upon any public street any taxicab for more than ten consecutive hours nor for more than ten hours spread over a total of fifteen consecutive hours. Thereafter, no driver shall drive any taxicab until eight consecutive hours have elapsed. (Ord. 87 N.S. § 18, 1941)

**5.40.260 Stand permits—Issuance—
Revocation—Painting curb.**

The city council may upon the written application of any taxicab owner, permit such owner to allow any vehicle operated by him to stand at certain places designated for said owner, while awaiting employment. Such application shall state the number and kind of vehicles for which the permit is sought and the proposed location of such stands. Such application must be accompanied by the written consent of the person primarily affected by reason of the fact that such vehicle shall stand in front of the premises either owned or occupied by him or in which he is otherwise interested. Not more than two such vehicles shall be permitted to stand upon one side of a street within the limits of any one block. No permit shall be issued for any stand to be located within fifty feet of another such stand on the same side of any street nor shall more than two stands be granted to any owner. No owner shall permit any vehicle to stand while awaiting employment at any place on a public street other than a stand for which a permit has been granted to such owner as herein provided; and not more than one such vehicle shall be so permitted or caused to stand in any one stand at any time.

The city council may, in its discretion, revoke any permit for a stand issued pursuant to this section. The city council shall, prior to such revocation, set a time for hearing and give written notice of such hearing to the owner of said taxicab business by depositing said notice to the United States mail properly addressed to said owner to the address contained in his application for permit as provided in Section 5.40.030 of this

chapter; which notice shall be at least fifteen days in advance of said hearing. At the time of such hearing said owner shall appear and show cause why said permit shall not be revoked and said city council shall thereupon have full power to determine all issues relating to the revocation of the aforesaid owner's permit for said stand.

Upon the issuance of a permit and designation of a taxi stand as hereinabove provided, the chief of police is hereby authorized to paint the curb along such stand yellow and to design thereon in black letters a "No Parking — Taxicabs Only," the length of which stand shall not exceed twenty feet, and which stand shall be used exclusively for the parking of any taxicabs operated by the party to whom the permit is granted. (Ord. 87 N.S. § 24^{1/2}, added by Ord. 98 N.S., 1942)

5.40.270 Penalties for violations.

Any person, firm, association or corporation violating any of the provisions of this chapter or operating any taxicab without the issuance to him of one or any license or permits required by the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine of not to exceed three hundred dollars or by imprisonment in the city jail or the county jail of the County of San Luis Obispo for a period of not more than three months, or by both said fine and such imprisonment. When a fine is imposed, the judgment may be directed that the defendant be imprisoned in said city jail or in said county jail until such fine is satisfied at the rate of two dollars per day. (Ord. 87 N.S. § 24, 1941)

5.40.280 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have passed this chapter and each section,

Chapter 5.41

DENIAL OR REVOCATION OF LICENSES

Sections:

5.41.010 Conditions and procedures.

5.41.010 Conditions and procedures.

A license issued under Municipal Code Chapters 5.02, 5.04, 5.06, 5.08, 5.12, 5.16, 5.20, 5.28, 5.36, 5.40 and 5.44 may be denied or revoked for the reasons specified below:

1. A license may be denied or revoked if the applicant has knowingly made a false statement in a material matter either in his application or in his testimony before the council or other body hearing such testimony.

2. A license may be denied or revoked unless the premises of the proposed business and the operation thereof comply with current building, fire, and health code requirements of the city.

3. A license may be denied or revoked if current license fee has not been paid.

4. A license may be denied or revoked if it is being used for a purpose different from that for which it was issued.

5. In addition, except as otherwise provided herein, conviction (including pleas of guilty and nolo contendere) of a felony or misdemeanor shall be prima facie disqualification of an applicant for the following city licenses or permits:

- (a) Arcade operations;
- (b) Billiard rooms;
- (c) Bingo operations;
- (d) Card rooms;
- (e) Locksmiths;
- (f) Pawn shops;
- (g) Taxi cabs.

If an applicant is charged with a felony, the city may delay issuance of a license or temporarily suspend a license pending ultimate determination of the charge.

The city licensing authority, however, may disregard such conviction or charge if it is found

and determined by such licensing authority that mitigating circumstances exist. In making such determination, the city licensing authority shall consider the following factors:

(a) The type of business license or permit for which the person is applying;

(b) The nature and seriousness of the offense;

(c) The circumstances surrounding the conviction;

(d) The length of time elapsed since the conviction;

(e) The age of the person at the time of the conviction;

(f) The presence or absence of rehabilitation or efforts at rehabilitation;

(g) Contributing social or environmental conditions.

6. The city licensing authority shall give notice of disqualification to an applicant disqualified under this provision. Such notice shall be in writing and delivered personally or mailed to the applicant at the address shown on the application.

7. Any licensee whose license is revoked forfeits any and all moneys paid for the license. No business shall be conducted or operated in any manner during any period of license revocation or suspension.

8. The service of the notice of revocation shall be accomplished by a letter on city letterhead mailed postage prepaid to such licensee, manager or agent of the licensee at the address appearing upon the license application.

9. A public hearing shall be held by the finance director on the question of license revocation or suspension. Each such hearing shall be open to the public and may be continued from time to time. At such hearing, all persons interested shall be given an opportunity to be heard. All public hearings under this chapter shall be heard before the finance director who shall hear all facts and testimony it deems pertinent. Said facts and testimony may include testimony relating to revocation or suspension of this license. The finance director shall not be limited by the technical rules of evidence.

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subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid. (Ord. 87 N.S. § 27, 1941)



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