

October 4, 2005

The Benicia City Council meets the 1st and 3rd Tuesday of each month at 7:30 p.m. in the Council Chambers. Copies of Council Agendas are available in the City Clerk's office on the Friday afternoon before the Council meeting.

BENICIA CITY COUNCIL  
CITY COUNCIL CHAMBERS

#### SPECIAL MEETING AGENDA

October 4th, 2005

6:45 PM

- I. CALL TO ORDER:
- A. ANNOUNCEMENT OF CLOSED SESSION
- II. CLOSED SESSION:
  - A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Initiation of litigation pursuant to subdivision (c) of Section 54956.9  
Number of potential cases: 1
- III. CONVENE OPEN SESSION:
  - A. ROLL CALL (APPROXIMATELY 7:00PM)
  - B. REFERENCE TO FUNDAMENTAL RIGHTS OF PUBLIC
  - C. PLEDGE OF ALLEGIANCE
- IV. ADOPTION OF AGENDA:
- V. COMMUNICATIONS:
  - A. WRITTEN
  - B. PUBLIC COMMENT
- VI. PUBLIC HEARING:
  - A. [Conduct a Public Hearing to consider the application of Regency Cab to operate cab service within the City of Benicia.](#) (Finance Director)

Due to a typographical error in the letter sent to notify the Cab Owners of Vallejo/Benicia Yellow Cab and Vallejo/Benicia City Cab about the prior public hearing held on Tuesday, August 16, 2005, staff decided to conduct another public hearing in regard to Regency Cab operation within the City of Benicia. Benicia Municipal Code Section 5.32.070 requires a public hearing for examination of the applicant and all persons interested in the addition of a new taxicab service. Regency Cab has proposed to serve the City of Benicia with two taxicabs, 24 hours per day, seven days per week, with a response time of 15 minutes. There is no impact on the Benicia Transportation Fund or the City General Fund.

Recommendation: Adopt the Resolution authorizing Regency Cab to begin providing taxicab service within the City of Benicia and the execution of the Benicia Taxi Scrip Program and Safe Ride Agreements.

VII. ADJOURNMENT:

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## **Public Participation**

**The Benicia City Council welcomes public participation.**

**Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on agendized and non-agendized matters under public comment. Comments are limited to no more than 5 minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.**

**Should you have material you wish to enter into the record, please submit it to the City Manager.**

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## **Disabled Access**

**In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact Diane O'Connell, the ADA Coordinator, at (707) 746-4211. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.**

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## **Meeting Procedures**

**All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.**

 [VI-A Staff Report Regency Cab.pdf](#)

**AGENDA ITEM  
CITY COUNCIL MEETING: OCTOBER 4, 2005  
PUBLIC HEARING**

**DATE** : September 1, 2005

**TO** : City Manager

**FROM** : Finance Director

**SUBJECT** : **PUBLIC HEARING TO CONSIDER THE APPLICATION  
OF REGENCY CAB TO OPERATE CAB SERVICE  
WITHIN THE CITY OF BENICIA**

**RECOMMENDATION:**

To approve or deny an application from Regency Cab to operate a taxicab service within the City of Benicia.

Upon approval, the following actions are required:

1. Approve a Resolution allowing Regency Cab to begin operating a taxicab service within the City of Benicia.
2. Authorize the City Manager to sign agreements with Regency Cab to accept taxi scrip from Benicia Taxi Scrip Program and Safe Ride tickets from Benicia Safe Ride Program.

**EXECUTIVE SUMMARY:**

Due to a typographical error in the letter sent to notify the Cab Owners of Vallejo/Benicia Yellow Cab and Vallejo/Benicia City Cab about the prior public hearing held on Tuesday, August 16, 2005, staff decided to conduct another public hearing in regard to Regency Cab operation within the City of Benicia.

The City received an application from Preet Mohinder Singh of Regency Cab to begin operating taxicab service within the City Limits of Benicia. Regency Cab would be based in Benicia and operate 24 hours a day seven days a week.

Benicia Municipal Code Section 5.32.070 requires a public hearing for examination of the applicant and all persons interested in the addition of a new taxicab service. Regency Cab has proposed to only serve the City of Benicia with two taxicabs 24 hours per day, seven days per week with a response time of 15 minutes.

**BUDGET INFORMATION:**

There is no impact to the Benicia Transportation Fund or the General Fund.

**BACKGROUND:**

Due to a typographical error in the letter sent to notify the Cab Owners of Vallejo/Benicia Yellow Cab and Vallejo/Benicia City Cab about the prior public hearing held on Tuesday, August 16, 2005, staff decided to conduct another public hearing in regard to Regency Cab operation within the City of Benicia.

The City received an application from Preet Mohinder Singh of Regency Cab to begin operating taxicab service within the city limits of Benicia. Regency Cab would be based in Benicia and operate 24 hours a day seven days a week. Regency Cab will follow the recently adopted taxicab rates by City Council of \$2.25 flag drop, \$2.25 per mile and \$22.50 waiting charge per hour.

Harprett Singh, Regency Cab General Manager was previously a taxi cab operator for Vallejo/Benicia Yellow Cab and has received a good recommendation from several members of the general public that used to ride in his taxi cab.

The Benicia Municipal Code Section 5.32.080 allows the City Council to determine whether the public convenience and necessity require the issuance of a permit. The City Council shall consider:

- A. The number of taxicabs already in operation;
- B. Whether existing transportation is adequate to meet the public needs;
- C. The effect of increased service on local traffic; and
- D. The character, experience and responsibility of the applicant.

If the City Council determines the public interest, convenience and necessity promote the issuance of the taxicab operator permit, the attached resolution should be adopted and the City Manager authorized to sign agreements to allow Regency Cab to participate in the Taxi Scrip and Safe Ride Programs.

In preparation for the public hearing, a notice was placed in the Benicia Herald and mailed to the two existing taxicab providers, Yellow Cab and City Cab.

Attachments:

- ❑ [Resolution](#)
- ❑ [Agreement for Taxi Scrip Program](#)
- ❑ [Agreement for Safe Ride Program](#)
- ❑ [Taxicab Ordinance](#)

## **RESOLUTION**

**RESOLUTION NO. 05-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING REGENCY CAB TO BEGIN PROVIDING TAXICAB SERVICE  
WITHIN THE CITY OF BENICIA AND THE EXECUTION OF THE BENICIA TAXI  
SCRIP PROGRAM AND SAFE RIDE AGREEMENTS**

**WHEREAS**, the City of Benicia regulates taxicab operation through an ordinance in the Benicia Municipal Code, Title 5, Chapter 5.32; and

**WHEREAS**, Regency Cab has filed an application with the City of Benicia Finance Department wanting to start a new taxicab service within the City; and

**WHEREAS**, the Council has considered the requirements set forth in Section 5.32.080, including:

- A. The number of taxicabs already in operation;
- B. Whether existing transportation is adequate to meet the public needs;
- C. The effect of increased service on local traffic; and
- D. The character, experience and responsibility of the applicant; and

**WHEREAS**, the Regency Cab will adopt the current rate structure adopted by City Council on July 19<sup>th</sup>, 2005 and participate in the City's Taxi Scrip Program and Safe Ride Program.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby authorize Regency Cab to begin operation within the City of Benicia in accordance with the City of Benicia Municipal Code, including provisions of Title 5, Chapter 5.32.

**BE IT FURTHER RESOLVED THAT** the City Manager is authorized to sign agreements with Regency Cab to accept taxi scrip from Benicia Taxi Scrip Program and Safe Ride tickets from Benicia Safe Ride Program.

\*\*\*\*\*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution is introduced and passed by the City Council of the City of Benicia at a regular meeting of the Council held on the 4th day of October 2005 and adopted by the following vote:

**Ayes:**

**Noes:**

**Absent:**

\_\_\_\_\_  
Steve Messina, Mayor

**Attest:**

\_\_\_\_\_  
Lisa Wolfe, City Clerk

# **TAXI SCRIP AGREEMENT**

## **AGREEMENT FOR PROVISION OF TAXI SCRIP PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_th day of October, 2005, by and between the City of Benicia, a municipal corporation with principal offices located at 250 E. L Street, Benicia, CA 94510, hereinafter referred to as "CITY" and Regency Cab, whose principal office is located 2769 Ruff Court, Pinole, hereinafter referred to as "CONTRACTOR".

### **WITNESSETH:**

**WHEREAS**, the CITY has a need for a taxi scrip program; and,

**WHEREAS**, the CONTRACTOR is qualified and willing to provide taxi service to the specifications listed in this Agreement.

**NOW, THEREFORE**, it is agreed by both parties that the CONTRACTOR shall provide the following services to CITY:

1. **SCOPE OF SERVICE:** Contractor will: (1) Provide curb to curb demand responsive taxi service for certified Benicia residents within the cities of Benicia and Vallejo, 24 hours a day, seven days a week, and (2) Take telephone calls and schedule trips as requested by eligible passengers; and, (3) Pick up passengers within 30 minutes of the passenger request for a trip. All work will be done in accordance with this agreement and *Attachment A: Taxi Scrip Program Description*
2. **TERM:** This Agreement shall be effective on the date first signed by the Benicia City Manager, and shall remain in force for one year from the above and may be extended on an annual basis each year thereafter.
3. **FEE:** The CITY agree to pay CONTRACTOR and CONTRACTOR agrees to provide taxi service to the service area (specified in ATTACHMENT A) based on the number of tickets submitted to the CITY at a rate of \$1.00 per scrip redeemed. Trips to/from locations outside the Cities of Vallejo or Benicia are not authorized as part of this Taxi Scrip Program.
4. **PAYMENT/INVOICING:** CONTRACTOR shall provide the CITY with detailed billing information each month for the previous month's trips. CONTRACTOR must submit all taxi scrip with the billing invoice. Payment by the CITY will not be made for trips without attached taxi scrip. Invoicing shall be sent to City of Benicia, Transit Services Division, 250 East L Street, Benicia, CA 94510. Payment shall be made to CONTRACTOR within fourteen (14) business days after receipt of CONTRACTOR's invoice.
5. **TERMINATION:** The CITY reserves the right to terminate this Agreement at any time upon written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be paid for satisfactory work performed to the date of termination

in accordance with the payment schedule, if any, or a prorated amount of the maximum payment, if any, as determined by the CITY to be appropriate.

6. **DEFAULT:** In the case of default by the CONTRACTOR, the CITY may terminate this Agreement and pay any outstanding scrip up to the termination date.
7. **ASSIGNMENT:** Neither party shall assign this Agreement nor its rights or duties without written consent of the other party.
8. **ACCIDENTS:** CONTRACTOR shall provide a verbal report to the CITY within two (2) hours and a written report within twenty (20) working days of any vehicle accidents, which at the time of the accident, is being operated under this Agreement.
9. **COMPLAINTS:** CONTRACTOR shall direct passengers to contact the CITY's Transit Services Manager in regard to complaints and concerns regarding the Taxi Scrip Program.
10. **WHEELCHAIR ACCESSIBLE VEHICLE:** CONTRACTOR shall have made arrangements for a lift equipped wheelchair accessible vehicle. The lift-equipped vehicle will be available for passengers if adequate time is available in the schedule. Passengers will be required to contact the CONTRACTOR 24-hours prior to a trip request. CONTRACTOR must contact CITY if the lift-equipped vehicle is out of service for more than five (5) days.
11. **ADVANCED APPOINTMENTS:** CONTRACTOR shall allow passengers to schedule appointments as far as seven (7) days in advance. The CITY will instruct passengers to request appointments 24 hours in advance whenever possible.
12. **VEHICLE MAINTENANCE PROGRAM:** CONTRACTOR shall follow a reasonable vehicle maintenance program, including schedules for vehicle preventative maintenance and safety inspections, vehicle repair records, driver check out and post trip reports and related materials. This program shall be available for review by the CITY upon request.
13. **STANDARD OF PERFORMANCE:** All work shall be performed in a professional manner.
14. **ALTERATIONS OR VARIATIONS:** No alteration or variations of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
15. **HOLD HARMLESS:** CONTRACTOR shall hold the CITY, its officers and employees, harmless and indemnify and defend the CITY, its officers and employees, against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with any acts or omissions of CONTRACTOR, its officers, employees, or subcontractors in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this Agreement.

16. **INDEPENDENT CONTRACTOR:** It is expressly understood that in the performance of the taxi scrip program herein provided for, CONTRACTOR, (including CONTRACTOR's employees and subcontractors) is an independent contractor and is not an agent or employee of the CITY. CONTRACTOR shall be solely responsible for and hold CITY harmless from all matters relating to the payments of CONTRACTOR's employees (and subcontractors) including compliance with workers' compensation, Social Security withholding, and all other regulations governing such matters.
17. **INSURANCE:**The CONTRACTOR shall at its sole cost and expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

CONTRACTOR shall maintain limits no less than:

- a. General Liability Insurance in an amount not less than \$1,000,000.
- b. Automotive Liability: \$500,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Workers' Compensation coverage as required by the State of California.

CONTRACTOR shall name the CITY, its officers, agents and employees as additional insured by endorsement. CONTRACTOR shall provide CITY with certificates of insurance and endorsement. CONTRACTOR shall provide CITY with certificates of insurance and endorsements prior to the commencement of work under this Agreement. CONTRACTOR's insurance providers shall be subject to the CITY's approval for services performance under this Agreement. CONTRACTOR shall not cancel or amend the insurance policies/endorsements submitted to the CITY under this Agreement without first providing the CITY with written notification of the cancellation/amendment(s) at least 30 days in advance.

18. This Agreement shall be governed in all respects by the laws of the State of California.
19. The CITY's agent for administering this contract will be John Andoh, Transit Services Manager, City of Benicia, 250 E. L Street, Benicia, CA 94510, telephone: (707) 746-4261, fax: (707) 746-1190, email: [jandoh@ci.benicia.ca.us](mailto:jandoh@ci.benicia.ca.us)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day written first herein written.

CITY OF BENICIA

CONTRACTOR

By: \_\_\_\_\_  
Jim Erickson  
City Manager

By: \_\_\_\_\_  
Preet Mohinder Singh  
Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM

By: \_\_\_\_\_  
Heather McLaughlin  
City Attorney

Date: \_\_\_\_\_

## **ATTACHMENT A TAXI SCRIP PROGRAM DESCRIPTION**

The following service parameters are in effect for this Agreement:

### **Service Area**

CONTRACTOR agrees to operate a **door-to-door**, immediate demand responsive service within and between the Cities of Benicia and Vallejo city limits. Taxi Scrip is not valid for travel beyond the city limits of Benicia or Vallejo.

### **Hours and Days of Service**

CONTRACTOR agrees to operate service 365 days a year, seven (7) days a week, with a window of 15 minutes before and 15 minutes after the negotiated time between the passenger and dispatcher.

### **Fares**

Passengers who are age 65 years old or older or have a disability, who show proof of age or disability may purchase a book of ten (10) taxi scrip for \$5.00 from Benicia City Hall Finance Department, 250 East L Street, Benicia. Passengers are limited to a certain amount of taxi scrip books per month. The passenger will need to show their Regional Transit Connection (RTC) Discount Card to the taxi driver when boarding. The driver tips are not included in the Agreement and may not be expected by the passengers. Taxi scrip is only valid for one person. The passenger will need to fill out their name, address, trip destination, date and time of trip and fare information on each scrip before redeeming.

### **ADA Attendant**

In compliance with the Americans with Disabilities Act (ADA), persons with disabilities who require assistance may have an attendant ride with them from the same pick-up and drop-off location for no additional charge.

### **Companions**

Certified Benicia residents may bring companions from the same starting and ending destination. Each companion must pay using cash for the same fare as the person using the taxi scrip. A companion is someone who is riding with a person with disabilities but is not riding as a reason to assist the ADA passenger.

### **Vehicle Identification**

CONTRACTOR shall affix a seal or sticker provided by the CITY identifying the vehicle as a participating of the CITY's taxi scrip program.

### **Marketing and Promotions**

CITY shall develop marketing and promotional material for this program. CONTRACTOR shall distribute and make available information about this program as directed by the CITY.

# **SAFE RIDE PROGRAM AGREEMENT**

## **AGREEMENT FOR PROVISION OF SAFE RIDE PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_th day of October, 2005, by and between the City of Benicia, a municipal corporation with principal offices located at 250 E. L Street, Benicia, CA 94510, hereinafter referred to as "CITY" and Regency Cab, whose principal office is located 2769 Ruff Court, Pinole, hereinafter referred to as "CONTRACTOR".

### **WITNESSETH:**

**WHEREAS**, the CITY has a need for a safe ride program; and,

**WHEREAS**, the CONTRACTOR is qualified and willing to provide taxi service to the specifications listed in this Agreement.

**NOW, THEREFORE**, it is agreed by both parties that the CONTRACTOR shall provide the following services to CITY:

1. **SCOPE OF SERVICE:** (1) Provide curb to curb demand responsive taxi service for patrons of alcoholic establishments within Benicia, with a response time of 15 minutes or less, seven days a week, 365 days a year between the hours of 5:30 PM and 2:30 AM; and, (2) Take telephone calls and schedule trip as requested by passengers; and, (3) Accept tickets sold by the City at a value of \$8.00 for travel within the City Limits of Benicia; and (4) Charge passengers \$8.00 for travel within the City Limits of Benicia, \$12.00 to Glen Cove and \$20.00 to Vallejo, when boarding at an establishment with an alcohol license.
2. **TERM:** This Agreement shall be effective on the date first signed by the Benicia City Manager, and shall remain in force for one year from the above and may be extended on an annual basis each year thereafter.
3. **FEE:** The CITY agree to pay CONTRACTOR and CONTRACTOR agrees to provide taxi service to the service area (specified in ATTACHMENT A) based on the number of tickets submitted to the CITY at a rate of \$8.00 per ticket redeemed. Trips to/from locations outside the City of Benicia are authorized, however the passenger must pay \$12.00 to Glen Cove and \$20.00 to Vallejo. A ticket can be applied towards the fare to Glen Cove or Vallejo.
4. **PAYMENT/INVOICING:** CONTRACTOR shall provide the CITY with detailed billing information each month for the previous months' trips. CONTRACTOR must submit all taxi tickets with the billing invoice. Payment by the CITY will not be made for trips without attached taxi tickets. Invoicing shall be sent to City of Benicia, Transit Services Division, 250 East L Street, Benicia, CA 94510. Payment shall be made to CONTRACTOR within fourteen (14) business days after receipt of CONTRACTOR's invoice.

5. **TERMINATION:** The CITY reserves the right to terminate this Agreement at any time upon written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be paid for satisfactory work performed to the date of termination in accordance with the payment schedule, if any, or a prorated amount of the maximum payment, if any, as determined by the CITY to be appropriate.
6. **DEFAULT:** In the case of default by the CONTRACTOR, the CITY may terminate this Agreement and pay any outstanding scrip up to the termination date.
7. **ASSIGNMENT:** Neither party shall assign this Agreement nor its rights or duties without written consent of the other party.
8. **ACCIDENTS:** CONTRACTOR shall provide a verbal report to the CITY within two (2) hours and a written report within twenty (20) working days of any vehicle accidents, which at the time of the accident, is being operated under this Agreement.
9. **COMPLAINTS:** CONTRACTOR shall direct passengers to contact the CITY's Transit Services Manager in regard to complaints and concerns regarding the safe ride program.
10. **WHEELCHAIR ACCESSIBLE VEHICLE:** CONTRACTOR shall have made arrangements for a lift equipped wheelchair accessible vehicle. The lift-equipped vehicle will be available for passengers if adequate time is available in the schedule. Passengers will be required to contact the CONTRACTOR 24-hours prior to a trip request. CONTRACTOR must contact CITY if the lift-equipped vehicle is out of service for more than five (5) days.
11. **ADVANCED APPOINTMENTS:** CONTRACTOR shall allow passengers to schedule appointments as far as seven (7) days in advance. The CITY shall instruct passengers to request appointments 24 hours in advance whenever possible.
12. **VEHICLE MAINTENANCE PROGRAM:** CONTRACTOR shall follow a reasonable vehicle maintenance program, including schedules for vehicle preventative maintenance and safety inspections, vehicle repair records, driver check out and post trip reports and related materials. This program shall be available for review by the CITY upon request.
13. **STANDARD OF PERFORMANCE:** All work shall be performed in a professional manner.
14. **ALTERATIONS OR VARIATIONS:** No alteration or variations of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
15. **HOLD HARMLESS:** CONTRACTOR shall hold the CITY, its officers and employees, harmless and indemnify and defend the CITY, its officers and employees, against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with any acts or omissions of CONTRACTOR, its

officers, employees, or subcontractors in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this Agreement.

16. **INDEPENDENT CONTRACTOR:** It is expressly understood that in the performance of the taxi script program herein provided for, CONTRACTOR, (including CONTRACTOR's employees and subcontractors) is an independent contractor and is not an agent or employee of the CITY. CONTRACTOR shall be solely responsible for and hold CITY harmless from all matters relating to the payments of CONTRACTOR's employees (and subcontractors) including compliance with workers' compensation, Social Security withholding, and all other regulations governing such matters.
17. **INSURANCE:**The CONTRACTOR shall at its sole cost and expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

CONTRACTOR shall maintain limits no less than:

- e. General Liability Insurance in an amount not less than \$1,000,000.
- f. Automotive Liability: \$500,000 per accident for bodily injury and property damage.
- g. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- h. Workers' Compensation coverage as required by the State of California.

CONTRACTOR shall name the CITY, its officers, agents and employees as insured by endorsement. CONTRACTOR shall provide CITY with certificates of insurance and endorsement. CONTRACTOR shall provide CITY with certificates of insurance and endorsements prior to the commencement of work under this Agreement.

CONTRACTOR's insurance providers shall be subject to the CITY's approval for services performance under this Agreement. CONTRACTOR shall not cancel or amend the insurance policies/endorsements submitted to the CITY under this Agreement without first providing the CITY with written notification of the cancellation/amendment(s) at least 30 days in advance.

This Agreement shall be governed in all respects by the laws of the State of California.

The CITY's agent for administering this contract will be John Andoh, Transit Services Manager, City of Benicia, 250 E. L Street, Benicia, CA 94510, telephone: (707) 746-4261, fax: (707) 746-1190, email: [jandoh@ci.benicia.ca.us](mailto:jandoh@ci.benicia.ca.us)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day written first herein written.

CITY OF BENICIA

CONTRACTOR

By: \_\_\_\_\_  
Jim Erickson  
City Manager

By: \_\_\_\_\_  
Preet Mohinder Singh  
Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM

By: \_\_\_\_\_  
Heather McLaughlin  
City Attorney

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SAFE RIDE PROGRAM DESCRIPTION**

The following service parameters are in effect for this Agreement:

**Service Area**

CONTRACTOR agrees to operate a door-to-door, immediate demand responsive service within and between the Cities of Benicia and Vallejo city limits. Taxi Tickets are valid for travel beyond the City limits of Benicia with additional fare paid in addition to the ticket to Glen Cove or Vallejo.

**Hours and Days of Service**

CONTRACTOR agrees to operate service 365 days a year, seven (7) days a week, between 5:30 PM and 2:30 AM, with a window of 15 minutes before and 15 minutes after the negotiated time between the passenger and dispatcher.

**Fares**

Business Owners of an establishment that has an alcohol license may purchase tickets from the CITY for \$8.00 per ticket and distribute to their patrons at their discretion. Tickets are valid for one free ride per passenger within the City of Benicia. Tickets are only sold at the Benicia Finance Department, 250 East L Street, Benicia, CA 94510. Passengers wanting to travel to or from Vallejo and Glen Cove must pay the difference in cash with an \$8.00 ticket being applied towards the fare of \$12.00 to Glen Cove and \$20.00 to Vallejo.

**ADA Attendant**

In compliance with the Americans with Disabilities Act (ADA), persons with disabilities who require assistance may have an attendant ride with them from the same pick-up and drop-off location for no additional charge.

**Additional Passengers In Vehicle**

Each passenger will require a ticket or must pay the \$8.00 fare within the City of Benicia, or \$12.00 to Glen Cove and \$20.00 to Vallejo.

**Vehicle Identification**

CONTRACTOR shall affix a seal or sticker provided by the CITY identifying the vehicle as a participating of the CITY's Safe Ride program.

**Marketing and Promotions**

CITY shall develop marketing and promotional material for this program. CONTRACTOR shall distribute and make available information about this program as directed by the CITY.

**Benicia Municipal Code**  
**Chapter 5.32 TAXICABS**

(Online viewers may access Chapter 5.32 by going to:  
<http://www.codepublishing.com/municodes.html#CA> )

**Benicia Municipal Code  
Chapter 5.32  
TAXICABS**

**Sections:**

- 5.32.010 Definitions.**
- 5.32.020 Exceptions.**
- 5.32.030 Carrier/owner permit – Required.**
- 5.32.040 Carrier/owner permit application.**
- 5.32.050 Carrier/owner permit – Fee.**
- 5.32.060 Carrier/owner permit – Hearing – Notice.**
- 5.32.070 Carrier/owner permit – Hearing – Council determination.**
- 5.32.080 Carrier/owner permit – Hearing – Matters for consideration.**
- 5.32.090 Carrier/owner permit – Terms and conditions of issuance.**
- 5.32.100 Carrier/owner permit – Suspension or revocation – Grounds.**
- 5.32.110 Carrier/owner permit – Suspension or revocation – Hearing.**
- 5.32.120 Driver’s permit – Required.**
- 5.32.130 Driver’s permit – Application.**
- 5.32.140 Driver’s permit – Fee.**
- 5.32.150 Driver’s permit – State motor vehicle operator’s permit required.**
- 5.32.160 Driver’s permit – Applicant investigation.**
- 5.32.170 Driver – Permit – Approval or rejection by city manager.**
- 5.32.180 Driver’s permit – Issuance – Term.**
- 5.32.190 Driver’s permit – Display.**
- 5.32.200 Driver’s permit – Suspension and revocation.**
- 5.32.210 Compliance with applicable laws required.**
- 5.32.220 Driver’s duties and responsibilities.**
- 5.32.230 Information to be displayed.**
- 5.32.240 Rate schedule to be filed with the city.**
- 5.32.250 Fare receipts to be given.**
- 5.32.260 Daily manifests to be kept.**
- 5.32.270 Recordkeeping.**
- 5.32.280 Service business requirements.**
- 5.32.290 Liability insurance required.**
- 5.32.300 Identification markings.**
- 5.32.310 Cleanliness required.**
- 5.32.320 Open stands – Establishment.**
- 5.32.330 Open stands – Use.**
- 5.32.370 Nonliability of city.**
- 5.32.380 Inspection – Certification.**
- 5.32.390 Inspections – Periodic.**
- 5.32.400 Charging of unlawful rates prohibited.**
- 5.32.410 Refusal to pay fare prohibited.**
- 5.32.420 Carrying of additional passengers prohibited when.**
- 5.32.430 Exceeding seating capacity of vehicles prohibited.**
- 5.32.440 Refusal to carry passengers prohibited.**

- 5.32.010 Definitions.**

In this chapter, unless the context otherwise requires, the following terms shall be defined as follows:

- A. “Carrier/owner” means a person engaged in operating a taxicab business, but does not include one employed as a driver.
- B. “Compensation” means money, thing of value, payment, or other consideration paid in exchange for transportation.
- C. “Taxicab” means every automobile or motor-propelled vehicle, operated at rates per mile or portion thereof, or flat rates, or for wait time, or for any combination thereof, used for the transportation of passengers for hire over the public streets of the city, and not over a fixed route, and irrespective of whether the operations extend beyond the boundary limits of the city, and such vehicle is routed as to destination under the direction of such passenger or passengers, or of such persons hiring the same.
- D. “Driver” means every person driving any taxicab, either as agent, employee, or otherwise under the direction of the carrier/owner, or as carrier/owner, as herein defined. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-501).

**5.32.020 Exceptions.**

This chapter does not apply to:

- A. A vehicle transporting a passenger from a point outside to a point inside the city, or a vehicle going to a point outside the city, which does not carry a passenger from the city;
- B. A vehicle operated under authority of the State Public Utilities Commission;
- C. A vehicle operated under what is commonly referred to as a “share the ride” arrangement, where a person going from his place of residence to his place of business, or vice versa, transports another person living and working in the same general vicinity for a payment to cover the actual or approximate cost of operating the vehicle;
- D. A vehicle operated as an ambulance;
- E. A vehicle rented or leased for self operation under a plan commonly known as “u-drive,” which is not used for transporting other persons for compensation. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-502).

**5.32.030 Carrier/owner permit – Required.**

It is unlawful to operate a taxicab in the city unless the carrier/owner shall apply for and obtain a license to do so, which license shall be applied for, granted and be in effect, all in compliance with the provisions of this chapter. No license issued hereunder shall be transferable. (Ord. 98-1 N.S.; Ord. 72-6 N.S., 1972; prior code § 5-511).

**5.32.040 Carrier/owner permit application.**

A person who desires to operate as a carrier/owner shall file an application with the city. The application shall include the following information:

- A. The name and address of the applicant and all persons, firms, or corporations directly interested in the license;
- B. The type of business organization;
- C. The number of vehicles to be operated;
- D. A description of every vehicle which the applicant proposes to use as a taxicab, giving:
  - 1. Trade name, year and model;
  - 2. Motor and serial number;
  - 3. State license number;
  - 4. Seating capacity;
  - 5. Body style; and
  - 6. Company vehicle I.D. number;
- E. The proposed schedule of rates or fares to be charged for carrying passengers;

- F. The distinctive color scheme, name of the taxicab company, monogram, or insignia to be used on the vehicle;
- G. The make and type of taximeter, if any, to be used in each taxicab;
- H. The past experience of the applicant;
- I. A statement showing whether or not a permit has been revoked, and if so, the circumstances of the revocation;
- J. Such further information as the city prescribes. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-512).

**5.32.050 Carrier/owner permit – Fee.**

The application fee for a carrier/owner’s permit as required under BMC 5.32.030 shall be established by resolution of the city council. (Ord. 98-1 N.S.; prior code § 5-571).

**5.32.060 Carrier/owner permit – Hearing – Notice.**

Upon the filing of an application, the city manager shall set a time for a public hearing on the application. The city manager shall give notice of the hearing at least 10 days before the date of the hearing by mailing notice of the hearing to all other applicants or permit holders, and publishing a notice in a newspaper of general circulation published in the city. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-513).

**5.32.070 Carrier/owner permit – Hearing – Council determination.**

- A. At the time set for the hearing of the application, the council may examine the applicant and all persons interested in the matter.
- B. The council shall determine whether the public interest, convenience and necessity require the issuance or the denial of the permit. If the council finds that taxicab service is required by the public convenience and necessity and that the applicant is fit and able to perform the service, then the council shall by resolution issue a carrier/owner’s permit. The resolution permit shall state the name and address of the carrier/owner, the number of vehicles authorized and the date of issuance of the permit. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-514).

**5.32.080 Carrier/owner permit – Hearing – Matters for consideration.**

In making the findings on the question of whether the public convenience and necessity require the issuance of a permit, the council shall consider:

- A. The number of taxicabs already in operation;
- B. Whether existing transportation is adequate to meet the public need;
- C. The effect of increased service on local traffic; and
- D. The character, experience and responsibility of the applicant. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-515).

**5.32.090 Carrier/owner permit – Terms and conditions of issuance.**

The council may impose conditions on the exercise of the carrier/owner permit if it finds that the interests of the public require it. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-516).

**5.32.100 Carrier/owner permit – Suspension or revocation – Grounds.**

The city may revoke or suspend the permit issued to a carrier/owner if the carrier/owner:

- A. Violates this chapter;
- B. Discontinues operation for more than 48 hours;
- C. Violates any ordinance of the city or the laws of the United States or the state, which reflects unfavorably on the carrier/owner’s fitness to offer public transportation. (Ord. 98-1 N.S.; Ord. 72-

6 N.S. § 5, 1972; prior code § 5-517).

**5.32.110 Carrier/owner permit – Suspension or revocation – Hearing.**

Before the city revokes or suspends the permit of a carrier/owner, the city shall give the carrier/owner notice of the proposed action, and the carrier/owner has the right to be heard upon the matter before the city council. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-518).

**5.32.120 Driver’s permit – Required.**

No person may drive a taxicab without a driver’s permit issued by the city. No carrier/owner shall permit a taxicab to be driven by a person who is not licensed. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-521).

**5.32.130 Driver’s permit – Application.**

A person other than the carrier/owner set forth in the carrier/owner permit who desires to drive a taxicab shall file an application with the city on a form prescribed by it. The application shall be under oath and shall contain the following information:

- A. The names and addresses of two persons who have known the applicant for a period of two years and who will vouch for the sobriety, honesty, and general good character of the applicant;
- B. The experience of the applicant in the transportation of passengers;
- C. Such other information as the city prescribes. Each application shall be accompanied by a certificate from a reputable physician in Solano County or Contra Costa County certifying that in his opinion the applicant is not afflicted with any disease or infirmity which might make him an unsafe or unsatisfactory driver. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-522; amended during 1980 codification).

**5.32.140 Driver’s permit – Fee.**

The application fee for a driver’s permit as required by BMC 5.32.120 shall be established by resolution of the city council. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-572).

**5.32.150 Driver’s permit – State motor vehicle operator’s permit required.**

Before an application is approved by the city, the applicant shall show that he has a current motor vehicle operator’s permit issued by the state. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-523).

**5.32.160 Driver’s permit – Applicant investigation.**

The police department shall conduct an investigation of each applicant for a taxicab driver’s permit and attach a report of the investigation and a copy of the traffic and police record of the applicant to the application for the consideration of the police chief. Within five business days of receipt of a driver application by the police department, the police department may issue a temporary driver’s permit valid for 30 days. The police department may extend such temporary driver’s permit for an additional 30 days for a total of 60 days. If, at the end of the 60-day period, the investigation of the background of the applicant is still pending issuance of a permanent driver’s permit, the police chief may extend the temporary driver’s permit an additional 30 days for a total of 90 days. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-524).

**5.32.170 Driver – Permit – Approval or rejection by city manager.**

The city manager shall consider the application and the reports and shall approve or reject the application. If the city manager rejects the application, the applicant may request a personal appearance before the city

manager to offer evidence why his application should be reconsidered. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-525).

**5.32.180 Driver's permit – Issuance – Term.**

Upon approval of an application for a taxicab driver's permit the city manager shall issue a permit to the applicant. The license shall contain the name, address, color, age, signature and photograph of the applicant. This permit is valid for four years unless revoked. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-526).

**5.32.190 Driver's permit – Display.**

Each driver licensed under this chapter shall post his driver's permit in such a place as to be in full view of all passengers while such driver is operating a taxicab. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-527).

**5.32.200 Driver's permit – Suspension and revocation.**

The city manager may suspend a driver's permit issued under this chapter for a driver's failing or refusing to comply with this chapter. The suspension shall last for a period of not more than five days. The city manager may revoke a driver's license for failure to comply with this chapter; however, the city manager may not revoke a license unless the driver is given notice and an opportunity to present evidence in his behalf. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-528).

**5.32.210 Compliance with applicable laws required.**

Every driver licensed under this chapter shall comply with all city, state and federal laws. The city manager may revoke a license for failure to do so. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-529).

**5.32.220 Driver's duties and responsibilities.**

Each driver shall:

- A. Take the most direct route possible which carries the passenger to his destination safely and expeditiously;
- B. Give a correct receipt upon payment of the correct fare when requested to do so;
- C. Accept only those passengers which will not exceed the rated seating capacity of the vehicle;
- D. Report to the police department all property left in the taxicab;
- E. Obey all orders and instructions of any peace officers. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-551).

**5.32.230 Information to be displayed.**

Each taxicab shall carry at all times and display in a manner so that it is visible to all passengers the following information:

- A. The driver's permit;
- B. A card stating the authorized rates of fare;
- C. Seating capacity of the vehicle. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-535).

**5.32.240 Rate schedule to be filed with the city.**

Each carrier/owner shall file with the city a statement setting forth tariffs or schedules of fares which the carrier/owner will charge for local service. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-541).

**5.32.250 Fare receipts to be given.**

The driver of the taxicab shall, upon demand by the passenger, give a receipt for the amount charged. The receipt shall show the name of the carrier/owner of the firm, vehicle license number, driver's name, amount of meter reading (if any) or charges, and date of the transaction. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-542).

**5.32.260 Daily manifests to be kept.**

Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare. The carrier/owner shall preserve all drivers' manifests in a safe place for at least the calendar year subsequent to the current calendar year. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-553).

**5.32.270 Recordkeeping.**

- A. Every carrier/owner shall keep accurate records of receipts from operations, operating and other expenses, capital expenditures, and such other operating information as may be required by the city manager. Such information shall be made readily accessible for examination by the city manager.
- B. All accidents arising from or in connection with the operation of taxicabs which result in death or injury to any person or in damage to any vehicles or to any property in an amount exceeding the sum of \$500.00 shall be reported within 24 hours, from the time of occurrence, to the police department.
- C. Each carrier/owner shall file with the city copies of all contracts, agreements, arrangements, memoranda, or other writings relating to the furnishing of taxicab service to any hotel, theater, hall, public resort, railway station or other place of public gathering. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-554).

**5.32.280 Service business requirements.**

Every carrier/owner shall maintain a central place of business and keep it open 24 hours a day for the purpose of receiving calls and dispatching cabs. The carrier/owner shall answer all calls received for service inside the city as soon as it can do so, and if service cannot be given within a reasonable time the carrier/owner shall notify the prospective passenger how long it will be before the call can be answered and give the reason for delay. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-555).

**5.32.290 Liability insurance required.**

Each carrier/owner shall maintain insurance in a form approved by the city on each taxicab, insuring the carrier/owner and the driver against liability for damage to property and for injury to or death of a person as a result of the ownership, operation or use of the vehicle. The minimum general liability limit for each vehicle is \$1,000,000. The combined single limit for auto liability that includes bodily injury to one or more persons is \$1,000,000. The minimum liability for property damage is \$100,000. The city may require additional insurance or may increase the limits. The carrier/owner shall file copies of the insurance certificate naming the city as an additional insured with the city manager. (Amended during 2004 republication; Ord. 98-1 N.S.; prior code § 5-535).

**5.32.300 Identification markings.**

Each taxicab shall have painted on the outside of each rear door in letters of between four and six inches the name of the firm and may also contain an identifying design. No taxicab may be licensed whose color scheme or identifying design conflict with or imitate the color scheme or identifying design used on a taxicab already operating. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-534).

**5.32.310 Cleanliness required.**

The carrier/owner and each driver shall keep the taxicab in a clean and sanitary condition. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-533).

**5.32.320 Open stands – Establishment.**

The city manager may establish open stands in places upon the streets as he considers necessary for the use of taxicabs. In establishing an open stand, the city manager shall consider the need for the stands by the carrier/owner and the convenience to the general public. The city manager shall fix the number of cabs that may occupy the open stand. The city manager may not create an open stand in front of a place of business where the stand would tend to create a traffic hazard or interfere with the business conducted by adjoining property owners. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-556).

**5.32.330 Open stands – Use.**

Drivers may use an open stand on a first-come, first-served basis. The driver shall pull on to the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five feet of their cabs and may not solicit passengers or engage in loud or boisterous talk while at an open stand. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-557).

**5.32.370 Nonliability of city.**

The carrier/owner shall agree to indemnify and hold the city harmless from all claims and demands resulting from the operation of the taxicab business. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-537).

**5.32.380 Inspection – Certification.**

- A. The police department, or an automotive repair facility registered with the State Bureau of Automotive Repair and approved by the police department, shall inspect every vehicle intended to be used as a taxicab. Each vehicle shall comply with such reasonable rules and regulations as may be prescribed by the police department. These rules and regulations shall be adopted to provide safe transportation. They shall specify such safety equipment and regulatory devices as the police department finds necessary.
- B. When the police department finds that a vehicle has met the standards established, the department shall issue a letter certifying to this fact and establishing the authorized seating capacity of the vehicle. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-531).

**5.32.390 Inspections – Periodic.**

The police department, or an automotive repair facility registered with the State Bureau of Automotive Repair and approved by the police department, shall inspect each taxicab at least once annually, and at such more frequent intervals as it establishes, to ensure the continued maintenance of safe operating conditions. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-532).

**5.32.400 Charging of unlawful rates prohibited.**

A carrier/owner or driver may not charge compensation for the use of the taxicab which is different than or not specified in the tariff on file with the city. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-582).

**5.32.410 Refusal to pay fare prohibited.**

No person may refuse to pay the lawful fare of a taxicab after hiring the vehicle. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-581).

**5.32.420 Carrying of additional passengers prohibited when.**

A person who hires a taxicab has the exclusive right to the full use of the rear seat. The driver may not solicit or carry additional passengers without the consent of the person first hiring the vehicle. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-552).

**5.32.430 Exceeding seating capacity of vehicles prohibited.**

No driver shall permit more persons in a taxicab as passengers than the rated capacity of his vehicle. However, children under 12 years of age with an adult may be taken in addition thereto; provided, however, each child under 12 years of age must have a safety belt meeting applicable federal motor vehicle safety standards, and children under four years of age must have a child passenger restraint system meeting applicable federal motor vehicle safety standards. (Ord. 98-1 N.S.; Ord. 72-6 N.S. § 5, 1972; prior code § 5-583).

**5.32.440 Refusal to carry passengers prohibited.**

No driver may refuse or neglect to convey an orderly person upon request, unless previously engaged or unable or forbidden by the provisions of this chapter to do so. (Ord. 72-6 N.S. § 5, 1972; prior code § 5-584).