CITY OF BEVERLY HILLS

TRAFFIC & PARKING COMMISSION

May 4, 2015

TO: Traffic & Parking Commission

FROM: Genevieve Row, Audit & Permit Administrator

DATE: April 24, 2015

SUBJECT: Beverly Hills Taxicab Franchise

This staff report transmits information to the Traffic & Parking Commission (TPC) related to the TPC Taxi Hoc Committee Meeting of Wednesday, April 22, 2015. Staff requests the Commission review the attached materials and provide feedback and recommendations regarding *the Beverly Hills Taxicab Franchise Traffic and Parking Commission Guide*. Staff intends to return to the June Commission meeting to review feedback.

The City of Beverly Hills Taxicab Franchise Rules & Regulations is also available for the public on the City's Website: http://www.beverlyhills.org/taxi.

BEVERLY HILLS TAXICAB FRANCHISE TRAFFIC & PARKING COMMISSION GUIDE

Traffic & Parking Commission/Guide/Revision: April 1, 2015

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A. Franchise Agreement Template

B. Franchise Agreement Taxi Company Enhancements

- City of Beverly Hills Ordinance NO. 15-0-2671 BHMC 7-4-101 to 7-4-308 http://www.sterlingcodifiers.com/codebook/getBookData.php?pending_id=18050

- City of Beverly Hills Taxicab Rules and Regulations Booklet (April 1, 2015) http://www.beverlyhills.org/search/website/?Q=taxi

I. DEFINITIONS

BRIBE means anything of value or advantage, present or prospective, or any promise or understanding to give anything of value or advantage, asked, given or accepted, with the intent to unlawfully influence the person to whom it is given in his or her action in any public or official capacity.

CITY means the City of Beverly Hills, State of California, in its governmental capacity.

CO-OPERATIVE, ASSOCIATION or MEMBERSHIP means an independent taxicab enterprise or organization owned and operated by its Members for the financial benefit of its Members. Each authorized taxicab fleet slot correlates to a share and/or ownership in the Membership.

DEPARTMENT means the Department of Public Works Services.

DMV means the California Department of Motor Vehicles.

FRANCHISEE means every person, company, corporation, association, co-operative, membership or any other organizational structure approved by the City Council to hold a franchise to provide taxicab transportation services in the City. A franchisee includes directors, officers, members, management, and employees.

IMMEDIATE OUT OF SERVICE (IOS) means the placement of a taxicab in a status such that no person may operate the taxicab after notice by an authorized enforcement officer or police officer that the taxicab is in an unsafe condition or is not equipped as required by these Rules, except as may be necessary to return the taxicab to the residence or place of business of the owner or driver or to a garage, until the taxicab and its equipment are in compliance with these Rules. IOS may also mean the placement of a driver in a status such that he or she may not operate any taxicab after notice by an authorized enforcement officer or police officer that the driver may not operate a taxicab until the driver is in compliance with these Rules.

INACTIVATE means a permanent annulment by the City of a franchisee's existing permit by which cannot subsequently be renewed, replaced or reinstated without the timely submission of a new Taxicab Driver's Permit application or Taxicab Driver's Permit Transfer application.
CITY means the City of Beverly Hills.

LOS ANGELES INTERNATIONAL AIRPORT (LAX) for the purpose of taxicab regulation means, LAX shall include all of the upper and lower roadways of World Way and all areas and facilities adjacent thereof, and taxicab holding lot and West Imperial Terminal.

LEASE DRIVER means a person who is an independent contractor possessing a valid Taxicab Driver's Permit and who drives a taxicab with a franchisee or vehicle permittee.

ON DUTY means the time between the start and end of a work shift and documented by the franchisee dispatch for each driver.

OPERATE means to be in control of a taxicab that is transporting a passenger(s) or is available for receiving passengers.

ORDER AND DISPATCH RECORDS mean original documents prepared by hand and machine time-stamped at the time the document is completed or computer-generated documents showing the time, date, and specific information about telephone or equivalent communication orders for service, and the assignment of orders to drivers.

PUBLIC TRANSPORTATION VEHICLE means any propelled vehicle, not otherwise defined in this section, used in the business of transporting passengers over the streets of the city, irrespective of whether or not any fee, compensation, or consideration is paid for such transportation.

PENALTY POINTS mean a method of assigning points to the franchisee as a result of violations of these Rules or violations of any provisions of a permit, the franchise agreement, the Beverly Hills Municipal Code or the California Vehicle Code.

REVOCATION means a permanent removal of the privileges granted to the holder of an existing permit or franchise by the City, which cannot subsequently be renewed, replaced or reinstated without the approval of the City, hearing officer.

BHMC means the Beverly Hills Municipal Code.

STANDBY means the time period during which a taxicab driver waits for a passenger, at the passenger's request and with the taximeter activated, until the passenger returns or until the taxicab is dismissed.

SUSPENSION means a temporary removal of the privileges granted to a Franchisee or permittee.

TAXICAB means any motor-propelled vehicle which is designed to carry not more than eight persons, excluding the driver, and is either equipped with a taximeter or a top light or has the words "taxi," "cab" or "taxicab" displayed on the exterior of the vehicle, and is used for the transportation of passengers for hire within and without the boundaries of the city, for which a fee is charged and that does not operate over a defined route.

TAXICAB DRIVER or DRIVER/OPERATOR means any person possessing a valid Taxicab Driver's Permit driving and in immediate possession of a taxicab for the purpose of providing taxicab transportation services. The individual may be an employee of a franchisee, a lease driver, or a member of Franchisee.

TAXICAB DRIVER'S PERMIT means a non-transferable authorization for an individual taxicab driver to operate a vehicle in a City-franchised taxicab transportation service in the City.

TAXICAB ZONE OR HACK STAND means an area on private property (such as hotels) designated by the property owner for parking taxicabs while waiting for passengers.

TAXICAB VEHICLE PERMIT means a non-transferable authorization for a vehicle to be driven or operated in a City-franchised taxicab transportation service in order to pick up or attempt to pick up passengers within the boundaries of the City, whether as owner, lessor, lessee or otherwise.

TAXICAB STAND means a curb parking area on a public street designated and posted by the Parking and Traffic Engineer for the standing or parking of taxicabs while awaiting employment.

TAXIMETER means an instrument or device by which the charge for the hire of a taxicab is registered, calculated, or indicated by figures in accordance with the distance traveled and/or the time elapsed.

TERMINATION means the voluntary or involuntary separation of a taxicab driver from employment with a Franchisee.

TERMS AND CONDITIONS means an Ordinance of the City Council of the City of Beverly Hills granting a taxicab franchise to provide taxicab services in the City of Beverly Hills and the terms and conditions that the franchisee is subject to.

TIME MACHINE means an automatic clock device that accurately prints date and time on a document.

TRANSPORTATION OFFICIAL: With respect to matters governing taxicabs and the taxicab franchise system, "Transportation Official" shall mean the Director of Public Works Services or his or her designee. With respect to matters governing Public Transportation Vehicles other than taxicabs, "Transportation Official" shall mean the Director of Community Development.

VEHICLE CODE means the California Vehicle Code in its latest revision.

VEHICLE PERMITTEE means a person that has been granted a Taxicab Vehicle Permit.

II. Purpose of Citizen Advisory Bodies

Productive citizen boards, committees, and commissions can provide the insights and energy essential for creating better communities. Members of these groups help bring about important decisions that can shape the future of the City, often using their impressive talents and expertise. As a City commissioner, you provide a critical link to the public, and help to ensure that City policies reflect community values.

With the exception of the Planning Commission, all City of Beverly Hills commissions are strictly advisory, meaning they submit recommendations to the City Council after sifting and analyzing data. The Council – which always makes the ultimate decision – may or may not approve a commission's recommendations. Nevertheless, each suggestion from a City commission aids in the process of wise decision-making.

Following are a few ways in which citizen commissions serve the democratic process in Beverly Hills:

- Hosting public meetings and conducting outreach to determine how the community feels about certain issues
- Recommending policies and procedures related to their respective fields to the City Council
- Serving as intermediary between the public, City staff and the City Council by providing information, explanations and support for different points of view

Traffic and Parking Commission

- Five members, with staff support from the Public Works Services and Transportation departments
- Advises on issues of valet and taxi operations
- Advises on ways to improve general traffic conditions in the City
- Develops recommendations relating to transportation, traffic, and off-street and on-street parking in the City

Subcommittee:
Commissions may form subcommittees to study issues in detail or when outside expertise is needed. All subcommittee work comes back to the full commission for review in a public meeting. Subcommittees may not be composed of a quorum or board members. Meetings for continuing or "standing" subcommittees are considered public meetings and must have posted agendas in order to comply with the Brown Act.

III. Background

In response to concerns about taxi services in Beverly Hills, staff was directed to examine the comprehensive taxicab market and service levels provided to residents and visitors in the City. Nelson/Nygaard Consulting Associates was selected and conducted a comprehensive study of the City's taxi market and provided organizational and operational recommendations.

The baseline goals and objectives of the City's regulatory system were established as follows:

- Protect the Health, Welfare and Safety of taxicab users
- Maintain the current taxicab rates marginally below the region and surrounding jurisdictions
- Hold taxicab companies accountable for vehicles owner/operator actions
- Improve technology, including dispatch, ordering and payment options
- Improve customer service levels (equipment functionality, proper rate & route applications, and customer assistance – people and cargo)
- Maintain availability and response time of taxicab service
- Maintain customer alternatives – more than one choice of service provider
- Minimize disruption to residents, business, visitors and taxicab customers

At the City Council Formal Meeting of December 2, 2015 City Council approved changes to the Beverly Hills Municipal Code (BHMC) to allow for a Taxicab Franchise System, adoption of Fees and Charges and the Taxicab Rules and Regulations Schedule of Penalties, and awarded Franchise Agreements to:

- Bell Cab Company, Incorporated (40 Taxicabs)
- Beverly Hills Transit Cooperative, Inc. (60 Taxicabs)
- Independent Taxi Owners' Associations (43 Taxicabs)
- LA Checker Cab Co-Operative, Inc. (14 Taxicabs)
- United Independent Taxi Drivers Inc. (28 Taxicabs)

IV. <u>Traffic and Parking Commission (TPC) Roles and Functions</u>

Beverly Hills Municipal Code (BHMC)

Chapter 4

Public Transpiration Vehicles

Article 1: Taxicab Franchises

BHMC 7-4-103: EVALUATION OF FRANCHISES; GROUNDS FOR SUSPENSION, REVOCATION OR SANCTIONS:

Franchises shall be evaluated annually *(Consultant/staff)* on the basis of:

- Service Quality
- Compliance by the franchisee, vehicle owners, & drivers with the City's Taxicab Rules & Regulations
- Compliance with terms of the franchise agreement & other matters as determined by the Transportation Official

Franchises that fail to meet the city's standards may:

- Be placed on probation
- Be assessed monetary penalties
- Have their franchise suspended or revoked
- Have their number of authorized vehicles reduced
- Not have their franchise extended

On the basis of the annual evaluation, the Transportation Official shall recommend to the TPC any action to be taken and shall notify the franchisee in writing of the outcome of its evaluation and the recommended action.

No sooner than fourteen (14) days after notice in writing to a franchisee of a recommended action based on an annual evaluation:

- TPC shall hold a public hearing *(TPC Regular or Special Commission Meeting)*
    - At least ten (10) days notice of the hearing shall be provided *(by staff)* to the franchisee
    - At the conclusion of meeting the TPC may
        - Accept
        - Reject
        - Modify the Transportation Official's recommendation and
            - Impose probation
                - Franchise shall be notified of terms of the probation
                - Subject to re-evaluation no later than 6 months after being placed on probation
            - Assess monetary penalties
            - Suspend or revoke the franchise

    - Reduce number of authorized vehicles
    - Elect not to extend the franchise
- If the TPC
    - Imposes probation
    - Assesses monetary penalties
    - suspend
    - Suspends
    - Revokes
    - Reduces the number of authorized vehicles
    - Elects not to extend the franchise

the effect of the decision shall be stayed for 14 days during which time franchisee may appeal the decision to the City Council.

In the event the franchisee provides written notice of appeal within 14 days the decision, the effect of the decision shall be further stayed until the City Council has heard the appeal and rendered a decision. *(Staff would schedule on City Council Agenda)*

Article 2. Taxis and Other Public Transportation Vehicles

- No person shall operate a taxi without a public transportation vehicle permit.

- Applications for public transportation vehicle permits shall be filed with the city and shall comply with the requirements in BHMC 7-4-202.

- The public transportation vehicle permit will be issued by the Transportation Official unless there is a finding outlined in BHMC 7-4-203.

- If the permit is denied *(by Enforcement/staff)*, the applicant shall be notified *(by staff)* in writing in accordance with title 1, chapter 5, article 1 of this code.

- Permits issued shall be effective for a period of one year from date of issuance unless a shorter term is specified on the permit. A separate permit required for each vehicle and is issued after successfully passing the annual vehicle inspections conducted *(by Enforcement/staff)* prior to the expiration date of March 31st.

- A permit issued under this article may be revoked, suspended, or sanctions imposed by the Transportation Official for any reasons as outlined in BHMC 7-4-206.

- Prior to suspension or revocation of a public transportation vehicle permit, or the imposition of sanctions, a hearing shall be held thereon by the Transportation Official (BHPD, PWS, City Attorney). The permittee shall be notified in writing of the grounds for suspension or revocation of the permit or imposition of sanctions at least ten (10) days prior to the scheduled hearing.
  BHMC 7-4-207

- Where the conduct of the permittee or the mechanical condition of the vehicle creates an imminent peril to the public health, welfare, safety, or where the permittee refuses to allow inspection of the vehicle pursuant to section *BHMC 7-4-216: INSPECTION OF VEHICLES* of this article, the permit may be summarily suspended by the Transportation Official upon written notice to the permittee stating the basis for the suspension and without a hearing; provided further, any temporary emergency suspension shall not exceed fifteen (15) days pending a hearing under section *BHMC 7-4-207 of this article.*

- The decision of the Transportation Official shall be rendered within five (5) days of the hearing. The decision shall be in writing, and shall set forth the findings and reasons for the decision, and the licensee shall be notified in writing in accordance with title 1, chapter 5, and article 1 of this code.
  BHMC 7-4-209

<u>7-4-211: APPEAL TO TRAFFIC AND PARKING COMMISSION:</u>

- Any final decision of the Transportation Official denying a permit or imposing sanctions under this article may be appealed to the traffic and parking commission.

- Any appeal shall be filed with the Transportation Official within fourteen (14) days of the decision by the Transportation Official.

- The TPC shall hold a hearing on the appeal *(TPC Regular or Special Commission Meeting)*, and the appellant shall be given at least ten (10) days' notice *(by staff)* of such hearing.

- The hearing shall be held under the rules of procedure adopted by the traffic and parking commission. *(TPC Regular or Special Commission Meeting)*

- The TPC shall have the authority to sustain, modify, or overrule the decision of the Transportation Official.

- The decision shall be in writing, shall set forth the reasons for the decision and the appellant shall be notified *(by staff)* in writing in accordance with title 1, chapter 5, article I of this code.

- Any decision rendered by the TPC under this section shall be final and <u>shall not</u> be appealable to City Council.

Article 3. Operator's Permit

- No person shall drive or operate a public transportation vehicle regulated by this chapter without a valid public transportation operator's permit issued under this article *(by staff)*.

- Application for an operator's permit shall be filed with the Transportation Official and shall comply with the requirements in BHMC 7-4-302.

- The operator's permit will be issued by the Transportation Official unless there is a finding outlined in BHMC 7-4-303.

- Where the permit is denied *(by BHPD/staff)*, the applicant shall be notified in writing *(by staff)* in accordance with title 1, chapter 5, article 1 of this code.

- Permits issued *(by BHPD/staff)* pursuant to this article shall be effective for a period of three (3) years from date of issuance.

- A permit issued under this article may be revoked, suspended, or sanctions imposed by the Transportation Official for any of the reasons in BHMC 7-4-306.

- Prior to suspension or revocation of a public transportation vehicle permit, or the imposition of sanctions, a hearing shall be held thereon by the Transportation Official (BHPD, PWS, City Attorney). The permittee shall be notified in writing of the grounds for suspension or revocation of the permit or imposition of sanctions at least ten (10) days prior to the scheduled hearing. BHMC 7-4-207

- Where the conduct of the permittee or the mechanical condition of the vehicle creates an imminent peril to the public health, welfare, safety, or where the permittee refuses to allow inspection of the vehicle pursuant to section *BHMC 7-4-216: INSPECTION OF VEHICLES* of this article, the permit may be summarily suspended by the Transportation Official upon written notice to the permittee stating the basis for the suspension and without a hearing; provided further, any temporary emergency suspension shall not exceed fifteen (15) days pending a hearing under section *BHMC 7-4-207 of this article.*

- The decision of the Transportation Official shall be rendered within five (5) days of the hearing. The decision shall be in writing, and shall set forth the findings and reasons for the decision, and the licensee shall be notified in writing in accordance with title 1, chapter 5, and article 1 of this code. BHMC 7-4-

<u>7-4-307: APPEAL TO TRAFFIC AND PARKING COMMISSION: (7-4-207, 7-4-208, 7-4-209, 7-4-211)</u>

- Any final decision of the Transportation Official denying a permit or imposing sanctions under this article may be appealed to the traffic and parking commission.

- Any appeal shall be filed with the Transportation Official within fourteen (14) days of the decision by the Transportation Official.

- The TPC shall hold a hearing on the appeal *(TPC Regular or Special Commission Meeting)*, and the appellant shall be given *(by staff)* at least ten (10) days' notice of such hearing.

- The hearing shall be held under the rules of procedure adopted by the TPC *(TPC Regular or Special Commission Meeting)*.

- The TPC shall have the authority to sustain, modify, or overrule the decision of the Transportation Official.

- The decision shall be in writing, shall set forth the reasons for the decision and the appellant shall be notified *(by staff)* in writing in accordance with title 1, chapter 5, article I of this code.

- Any decision rendered by the TPC under this section shall be final and <u>shall not</u> be appealable to City Council.

7-4-307: HEARING REQUIRED FOR SUSPENSION OR REVOCATION OF PERMIT OR IMPOSITION OF SANCTIONS:

The process for suspending, revoking or imposing sanctions on a public transportation vehicle operator's permit shall substantially follow the provisions of Sections 7-4-207, 7-4-208, 7-4-209 and 7-4-211 of this article.

IV. Addendums

A. Franchise Agreement Template

TAXICAB FRANCHISE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND
FRANCHISEE'S NAME

NAME OF FRANCHISEE:	Insert name of Franchisee
RESPONSIBLE PRINCIPAL OF FRANCHISEE:	Insert name, title
FRANCHISEE'S ADDRESS:	insert street address insert city, state, zip code Attention: Insert name, title
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: George Chavez Director of Public Works Services
COMMENCEMENT DATE:	Insert date of commencement
TERMINATION DATE:	Insert date of termination
CONSIDERATION:	Annual Franchise Fee as specified in Section 4 hereof

TAXICAB FRANCHISE AGREEMENT
BETWEEN THE City OF BEVERLY HILLS AND
FRANCHISEE'S NAME

This TAXICAB FRANCHISE AGREEMENT ("Agreement") is made by and between the City of Beverly Hills ("City"), and Insert Franchisee's name, a _____ ("Franchisee").

RECITALS

A. Title 7, Chapter 4 of the Beverly Hills Municipal Code authorizes the City, in the exercise of its constitutional police powers, to award one or more nonexclusive franchises for the operation of taxicab services initiating within the City, and to limit such taxicab service to only those operators to whom a franchise is awarded.

B. The City has determined that considerations of public safety and consumer protection require a degree of regulation of taxicab service attainable only through the issuance of nonexclusive franchises.

C. Franchisee represents that it is a taxicab operator qualified to operate a taxicab service under and pursuant to a nonexclusive franchise.

D. Franchisee has applied for and, on the basis of its qualifications and the representations contained in its proposal, has been awarded the opportunity to enter into a nonexclusive franchise agreement for the operation of taxicabs in the City pursuant to this Agreement.

E. Franchisee proposes to operate a taxicab service in the City in full compliance with the requirements of this Agreement and the provisions of the Beverly Hills Municipal Code and all other applicable ordinances, laws, and rules and regulations, as may be amended from time to time.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant of Franchise. City hereby grants to Franchisee a non-exclusive franchise to operate ___ ( ) taxicabs for the provision of taxicab service originating within the territorial boundaries of the City; provided however, such number of authorized taxicabs shall be automatically reduced in accordance with Section 7-4-104B of the Beverly Hills Municipal Code if the City revokes a public transportation operator's permit from a driver of Franchisee pursuant to such section.

Section 2. Term of Franchise. The term of the franchise shall be for three (3) years, commencing on April 1, 2015 and terminating on March 31, 2018, unless sooner terminated as provided herein. The City may extend the term of this Agreement in writing for an addition two-year term, and thereafter, for five additional one-year terms pursuant to the same terms and conditions of this Agreement, for a total term of up to 10 years.

Section 3. Nature of the Franchise. The rights and responsibilities of Franchisee shall include those outlines in the City's Request for Proposal #___ ("RFP") attached hereto as Exhibit A, and the Franchisee's proposal ("Proposal") attached hereto as Exhibit B, each of

which are incorporated herein by this reference. In the event of any inconsistency between the terms of the RFP or the Proposal and this Agreement, this Agreement shall govern.

Section 4. Consideration. In consideration of the rights granted hereunder, Franchisee shall pay to City an annual franchise fee as set forth by Resolution adopted by the City Council, as may be amended from time to time, payable upon Franchisee's submittal of an executed copy of this Agreement to City, and annually thereafter for each year this Agreement is in effect on the anniversary date of this Agreement.

Failure of Franchisee to timely pay the annual franchise fee shall be a material breach of this Agreement. All late payments are subject to a ten percent (10%) penalty during the first ten (10) days of the applicable contract period, increased to fifteen percent (15%) during days eleven (11) through twenty (20), and twenty percent (20%) for days twenty-one (21) and beyond. Non-payment of franchise fees is grounds for immediate termination of the Agreement.

Section 5. Scope of Franchised Services. Franchisee shall have the right, utilizing its own employees and contractors, to provide taxicab services to customers originating service within the territorial boundaries of the City. Franchisee shall be permitted to utilize employees, licensed subcarriers, or a combination thereof to achieve its full complement of vehicles and drivers. The City reserves the right to approve in advance the form and content of any agreement to be used between Franchisee and its licensed drivers.

Taxicab services shall be provided in full compliance with the requirements of this Agreement, the Beverly Hills Municipal Code (including but not limited to Title 7, Chapter 4) and the rules and regulations applying to taxicabs. Franchisee and its drivers, coordinators, and other personnel shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service. The Franchisee shall be directly and solely responsible for the conduct of its drivers, coordinators, or other personnel utilized under this Agreement.

Franchisee agrees to abide by any and all: (1) applicable rules, regulations, orders, and restrictions now in force or which may be adopted in the future by the City with respect to its operations; (2) orders, directives, or conditions issued, given, or imposed by the City with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas in and about the City; (3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority lawfully exercising jurisdiction within the City, as may be subsequently amended from time to time.

Franchisee agrees to operate its vehicles in the City only when a current and valid decal or sticker has been permanently affixed to the vehicle in the appropriate location. Failure to have a current and valid decal or sticker affixed on a vehicle while operating in the City shall mean that Franchisee does not have City approval to operate said vehicle in the City, which shall constitute a material breach of this Agreement. City reserves the right to determine the frequency of and occasions when new or replacement decals or stickers may be issued.

Section 6. Rates. Franchisee's taxicabs shall charge those rates for taxicab service approved by the City Council.

Section 7. Design Scheme & Enhancements. Franchisee's vehicles shall contain a distinctive and uniform color scheme or other identifiation which designates the company

responsible for the taxicab as described in more detail in Exhibit D hereto. In addition, Franchisee's vehicles shall contain the enhancements as described in Exhibit D.

Section 8. Green Vehicles. Within one year from the commencement date of this Agreement, at least 50% of Franchisee's taxi fleet shall be Green Vehicles, as such term is defined in the Request for Proposal attached hereto as Exhibit A.

Section 9. Independent Contractor. Franchisee is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as herein set forth. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 10. Assignment. This Agreement shall not be assigned in whole or in part, by Franchisee without the prior written approval of City. Any attempt by Franchisee to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 11. Responsible Principal(s)

(a) Franchisee's Responsible Principal set forth above shall be principally responsible for Franchisee's obligations under this Agreement and shall serve as principal liaison between the City and Franchisee. Designation of another Responsible Principal by Franchisee shall not be made without the prior written consent of the City.

(b) City's Responsible Principal shall be the Director of Public Works Services, or his designee, who shall administer the terms of the Agreement on behalf of City.

Section 12. Personnel. Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform Franchisee's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 13. Permits and Licenses. Franchisee shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 14. Customer Service Cards. The City reserves the right to place either a placard or cards within the passenger area of each cab informing customers of the City's representative who may be contacted if the patron would like to comment on the service provided. Additionally, the Franchisee may be required to produce, display and make available customer survey cards for patrons.

Section 15. Insurance.

(a) Franchisee shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Franchisee.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by Franchisee in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) Franchisee shall require each of its sub-Franchisees to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or polices required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Franchisee agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Franchisee's expense, the premium thereon.

(e) At all times during the term of this Agreement, Franchisee shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Franchisee shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general liability and vehicle liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Franchisee shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Franchisee shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Franchisee shall procure a bond guaranteeing payment of losses and expenses.

Section 16. Indemnification. Franchisee agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Franchisee or any person employed by Franchisee in the performance of this Agreement.

Section 17. Termination and Suspension.

(a) City may cancel this Agreement at any time upon five (5) days written notice to Franchisee. Upon receipt of a notice of termination, Franchisee shall: (1) promptly discontinue all services in the City; (2) promptly remove all vehicle decals; and (3) promptly return all driver identification cards issued by the City.

(b) In the event of termination or cancellation of this Agreement by City without cause, due to no fault or failure of performance by Franchisee, City will refund on a pro rata basis the franchise fee paid for that year of service. In the event of termination by City for cause, Franchisee shall not be entitled to a refund of any portion of the annual franchise fee.

(c) City shall have the right to suspend Franchisee's operations under the franchise in the event of a lapse in required insurance or any other violation of this Agreement or of the provisions of the Beverly Hills Municipal Code that, in the judgment of the City Manager, create an immediate safety hazard. In the event of a suspension, all Franchisee's

taxicab operations in the City shall cease until such time as the suspension is lifted. The suspension shall remain in effect for as long as the violation remains uncured.

Section 18. City's Responsibility. City shall provide Franchisee with all pertinent data, documents, and other requested information as is available for the proper performance of Franchisee's services under this Agreement.

Section 19. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Franchisee pursuant to this Agreement as City deems appropriate.

Section 20. Records and Inspections. Franchisee shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 21. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 22. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 23. Entire Agreement. This Agreement represents the entire integrated agreement between City and Franchisee, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Franchisee.

Section 24. References to Laws. All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Franchisee.

Section 28. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____

Lili Bosse
Mayor

FRANCHISEE:

_____

Insert Franchisee Name
Insert Title

_____

Insert Franchisee Name
Insert Title

APPROVED AS TO CONTENT:

_____

George Chavez

Director of Public Works Services

_____

KARL KIRKMAN
Risk Manager

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT B

FRANCHISEE'S PROPOSAL

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

ADDRESS

C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐AUTOMOBILE LIABILITY ☐GENERAL LIABILITY ☐PRODUCTS/COMPLETED OPERATIONS ☐BLANKET CONTRACTUAL ☐Franchisee'S PROTECTIVE ☐PERSONAL INJURY ☐EXCESS LIABILITY ☐WORKERS' COMPENSATION ☐					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint

and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Franchisee agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Franchisee's officers, employees, agents or others employed by Franchisee while engaged by Franchisee in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

EXIBIT D

TAXICAB COLOR SCHEME

[Describe the particular franchisee's color scheme, name, monogram, or other identification]

B. Taxicab Franchise Agreement Enhancements

Bell Cab #51-15	BH Cab #52-15	ITOA #53-15	LA Checker #90-15	United #54-15
*75% of taxi fleet consists of hybrid, Level 4 green vehicles within 1 yr. of the start of the franchise and continuing thereafter. green vehicles will be in operation as Beverly Hills taxis as scheduled or sooner * ensure that its hybrid vehicles achieve actual mileage of at least 33 miles per gallon. * provide quarterly reports showing actual measured mileage of its green vehicle fleet. * put wheelchair accessible vehicles into operation per fleet schedule. At least three accessible vehicles will be brand new (2014 model year or newer). • The driver of a wheelchair accessible vehicle must be trained to proficiency in the use of the vehicle's accessibility equipment and how to provide proper assistance to a passenger boarding in a wheelchair. *implement the DDS WebBooker, integrated with the dispatch system, allowing booking without action by dispatchers. * provide monthly reports of the numbers of trips booked and served using this feature. * implement the DDS MobileBooker app that allows wallet-free payments, fare estimates, and SMS messaging to drivers. * Franchise will provide access to third-party booking apps such as Flywheel,	*71.7% of its Beverly Hills taxi fleet consists of Level 4 green vehicles * ensure that its Beverly Hills taxi fleet includes at least 10 wheelchair accessible vehicles. • The driver of a wheelchair accessible vehicle must be trained to proficiency in the use of the vehicle's accessibility equipment and how to provide proper assistance to a passenger boarding in a wheelchair. * Vehicles operated by the Franchisee in Beverly Hills taxi service will be no older than the model years shown in the Fleet Plan	72% green on Day 1 * implement the DDS Pathfinder dispatch system. * ensure that at least 71.7% taxi fleet consists of Level 4 green vehicles *ensure that taxi fleet includes at least 5 wheelchair accessible vehicles. • The driver of a wheelchair accessible vehicle must be trained to proficiency in the use of the vehicle's accessibility equipment and how to provide proper assistance to a passenger boarding in a wheelchair.	* Franchisee will ensure that all vehicles in its Beverly Hills taxi fleet, other than wheelchair accessible vehicles, are Level 4 green vehicles * no later 90 days after the start of the franchise, ensure that taxi fleet includes two (2) wheelchair accessible vehicles. *Fifty percent of Franchisee's Beverly Hills fleet will be operational at the start of the franchise, and the remainder will be operational within 90 days of the start of the franchise. * Green vehicles operated will be no older than model year 2012 and wheelchair accessible vehicles will be no older than model year 2010. * vehicles will have Janus V security cameras or equivalent installed and operational at all times the vehicles are in use providing taxi service. * All of Franchisee's drivers will receive training provided by the Beverly Hills Chamber of	* 38% of its Beverly Hills taxi fleet consists of Level 4 green * ensure that its taxi fleet includes at least * wheelchair accessible vehicles. *Vehicles in service will be no older than the model years shown in the Fleet Plan

including payment using a pre-registered credit card. *Security cameras will be installed in any unit that does not have a safety shield. * Automatic Flat Rate Adjustment that adjusts the meter fare for trips to LAX on the PIM			Commerce. Technology: • A live chat service ("Live Zilla Live Help" or equivalent • One or more smart phone applications that provide for mobile booking and/or payment and trip monitoring, • provide capability to present public safety information, animated advertising, or any other public service announcements through its passenger facing digital display system. • The telephone system also permits us to establish priority numbers for Beverly Hills residents • The OnCabs booking engine lets travelers pre-book online by using a state-of-the-art solution to search, choose, make payment, and place a booking. • create a custom website and mobile application	