

**TASK ORDER NO. 3 TO JOINT POWERS AGREEMENT BETWEEN
THE CITY OF UNION CITY AND THE CITY OF FREMONT
(PARATRANSIT SERVICES FY 2019/20)**

This Task Order No. 3 ("Task Order") is made and entered into by and between the City of Union City, a municipal corporation ("Union City"), and the City of Fremont, a municipal corporation ("Fremont").

RECITAL

- A.** Union City and Fremont entered into an agreement entitled Joint Powers Agreement between the City of Union City and the City of Fremont ("Agreement"), by which Fremont agreed to perform services in accordance with Task Orders issued by Union City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- 2. SCOPE OF TASK ORDER.** Fremont shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
- 3. PAYMENT.** For services performed by Fremont in accordance with this Task Order, Union City will compensate Fremont in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$49,860 (forty-nine thousand eight hundred and sixty-one dollars), as described in Exhibit "B," attached hereto and incorporated by reference.
- 4. SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Union City and Fremont.

IN WITNESS WHEREOF, the Union City and Fremont do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

Signature:_____

By: Brian Stott

Title: Assistant City Manager

Date:_____

CITY OF UNION CITY

Signature:_____

By: Joan Malloy

Title: City Manager

Date:_____

APPROVED AS TO FORM:

Signature: _____

By: Sandra Fox

Title: Special Counsel

APPROVED AS TO FORM:

Signature: _____

By: Kristopher Kokotaylo

Title: City Attorney

EXHIBIT A TO TASK ORDER NO. 3
SCOPE OF SERVICES
Paratransit Services for FY 2019-2020

1. GENERAL DESCRIPTION

The City of Fremont will provide subsidized taxi and ride-hailing services to Union City residents who are 80 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These transportation services are provided to elderly and disabled Union City residents in order to improve their access to health care, shopping, errands and social and recreational activities. Services will be provided from July 1, 2019 through June 30, 2020.

2. PERSONNEL

- a. Personnel working on this program will include members of the City of Fremont's Ride-On Tri-City! Program. The personnel assigned to this service includes: Program Manager, Program Coordinator, Human Services Specialist, Office Support Specialist and Public Services Assistant.
- b. The City of Fremont has contracted with local taxi companies, Lyft and Life ElderCare to provide paratransit services for the specified period.

3. SERVICE REQUIREMENTS

a. Program Parameters:

- (1) Rides provided by taxi companies and Lyft (for individuals with smartphones) will be available 8am – 6pm, seven days a week.

Rides provided by Life ElderCare on ride-hailing services (for individuals without smartphones) will be available Monday – Friday, 8am – 6pm.

- (2) Rides will be provided within Fremont, Newark and Union City.
- (3) Passenger Fares:

Fares for taxi rides: Depends on distance traveled. Riders will purchase taxi vouchers from the City of Fremont at a cost of \$4 per taxi voucher. Each taxi voucher subsidizes up to \$16 in taxi meter fare. Riders are responsible for fares beyond the voucher subsidy.

Fares for ride-hailing services: Riders will pay the first \$4 of a trip and up to \$16 of the trip will be subsidized. Riders are responsible for all fares above \$20. For staff-approved medical out-of-area trips, rider pays first \$4 of a trip and up to \$46 of the trip will be subsidized; riders are responsible for all fares above \$50. Passenger fares will be charged directly through the Lyft app or by Life ElderCare.

(4) Ride Requests with Taxi Companies:

Ride requests are made on the same day. Riders will be picked up within 45 minutes of their call or within 10 minutes of a time order request.

Direct Ride-Hailing Service with Lyft:

Ride requests are made on the same day through the Lyft app on the rider's own smartphone. Riders will receive special codes to apply to their rides in order to receive subsidized rides.

Ride-Hailing Service with Life ElderCare:

Ride requests are made on the same day. Riders without smartphones will call Life ElderCare for a ride and Life ElderCare will book the individual's ride on the Lyft or Uber ride-hailing platforms.

b. Services to be provided by the Ride-On Tri-City! Team include:

(1) Service Eligibility Screening & Program Enrollment

Staff will review applications, determine eligibility and enroll eligible individuals for paratransit services. A Rider's Guide will be provided to each enrolled participant. Pre-paid paratransit vouchers books and taxi vouchers will be sold to program participants by mail or in person at Fremont City Hall.

(2) Consumer Education and Service Coordination

Staff will provide one-on-one assistance to program participants who are experiencing difficulties in accessing or using the City's transportation services.

(3) Program Monitoring

Fremont's Program Manager will be responsible for the ongoing monitoring and evaluation of paratransit service operations. Staff from Fremont and Union City will meet quarterly to evaluate program and make adjustments as necessary to service operations.

(4) Service Documentation and Quarterly Invoicing

Documentation of paratransit services provided to each client will be kept in a manner consistent with the City of Fremont's existing practice. Service statistics will be maintained and submitted to City of Union City staff on a monthly basis, and as otherwise requested. The City of Union City will be responsible for all required reporting to the Alameda County Transportation Commission.

Fremont's Program Manager will submit a quarterly invoice to the City of Union City for paratransit services provided. Quarterly invoice will include the City of Fremont's administrative fee and reimbursement for the paratransit services provided to Union City residents through the City's contract with local taxi companies, Lyft and Life ElderCare.

EXHIBIT B TO TASK ORDER NO. 3
BUDGET
Paratransit Services for FY 2019-2020

The FY 2019-2020 budget for Task Order No. 3 is:

Paratransit Services: Up to a maximum of \$43,992

Administrative Fee: Up to a maximum of \$5,868

TOTAL BUDGET \$49,860

Quarterly invoicing to Union City will be broken down as follows:

- **Trip costs, by month, for all one-way trips provided to Union City residents:**
 - a) Total number of taxi vouchers redeemed by Union City residents multiplied by \$19 per voucher redeemed.
 - b) Total monthly subsidized trip costs for Lyft rides provided through Union City residents' Lyft smartphone app as invoiced by Lyft. Maximum cost of \$16 per trip within the Tri-City area and \$46 per trip for staff-approved medical trips outside of the immediate service area.
 - c) Total monthly subsidized trip costs for Lyft rides provided by Life ElderCare for Union City residents as invoiced by Life ElderCare. Maximum cost of \$24 (\$16 maximum for ride subsidy and \$8 ride coordination fee charged by Life ElderCare) per trip within the Tri-City area and \$54 (\$46 maximum for ride subsidy and \$8 ride coordination fee charged by Life ElderCare) per trip for *staff-approved medical trips outside of the immediate service area*.
- **The administrative fee (13.34% of total trip cost amount) will be billed quarterly.**

The City of Union City will reimburse the City of Fremont for service and administrative costs associated with the delivery of the services outlined above. The City of Fremont shall submit an invoice to Union City within twenty (20) days after the end of each service quarter. Union City shall make payments to Fremont within thirty (30) days of receipt of an invoice.