



City of San Leandro

Meeting Date: September 8, 2020

Staff Report

File Number: 20-372 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.J.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeanette Dong
Recreation and Human Services Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution to Approve and Authorize the City Manager to execute a Memorandum of Understanding with the City of Hayward to provide dispatch and concierge services to FLEX RIDES On Demand members from July 1, 2019 through September 30, 2020 at a cost of \$81,429.02 utilizing Measure B and Measure BB funds.

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute a Memorandum of Understanding with the City of Hayward to coordinate and dispatch Transportation Network Company (TNC) transportation services for the FLEX RIDES On Demand program.

BACKGROUND

The City of Hayward (COH) acted as the lead agency in a subsidized Taxi Voucher Program that provided door to door services for paratransit riders that was also utilized by City of San Leandro (COSL) Paratransit Program members from FY 2014 through October 2018. The service model was a same day, wheelchair accessible transportation service that provided a limited number of subsidized same-day taxi rides to enrolled participants of the Hayward and San Leandro Paratransit Programs.

Taxi Voucher Eligibility: Rider must be an enrolled participant of the Hayward or San Leandro Paratransit Program in order to use this subsidized taxi service.

Taxi Voucher Operations:

- Enrolled participants of the Hayward or San Leandro Paratransit Program and who are 70+ years old and/or certified with East Bay Paratransit can purchase taxi vouchers at a cost of \$3.50 per voucher.

- Each voucher subsidizes up to \$14 of taxi meter fare.
- Riders may use more than one voucher per ride.
- Each enrolled participant can purchase a maximum of 150 taxi vouchers in a year.

Taxi vouchers can only be used with the designated taxi companies that are contracted to provide the service.

The shift in the door to door transportation industry away from taxis to TNCs (such as Uber and Lyft) made it increasingly difficult for San Leandro Paratransit Program members to rely on the Taxi Voucher Program.

Taxi Program Replaced by Uber and Lyft

Accordingly, in FY 2019 Hayward replaced the Taxi Voucher Program with an on-demand ride program utilizing a concierge service to provide Uber and Lyft to paratransit members, contracting with LIFE ElderCare. LIFE ElderCare partners with TNC's to fulfill rides for seniors and people with disabilities who are members of the FLEX RIDES On Demand program. A concierge organization assists in assuring the specific paratransit needs of the requesting rider are met by Lyft and Uber. 235 members of the FLEX RIDES Paratransit Program for FY 2020 qualified for FLEX RIDES On Demand.

The goal of the FLEX RIDES On Demand program is to deliver quality on-demand services to San Leandro residents, including being on-time and providing proper customer service to riders. Senior Services staff receives ongoing feedback from current riders regarding the satisfaction of FLEX RIDES On Demand service, as well as accepts feedback from yearly focus groups and written surveys.

Analysis

As mutually agreed by San Leandro and Hayward, pursuing a separate agreement for TNC concierge services will provide each city with the ability to structure its program to best meet the specific requirements of each community.

On June 15, 2020, by Resolution 2020-066, the City Council approved a non-professional services agreement with GoGo Technologies, Inc. Paratransit Operators to coordinate and dispatch TNC transportation services for the FLEX Rides On Demand program for FY 2020 - 2021. This separate service agreement with GoGo Technologies, Inc. will provide San Leandro with the independence and flexibility to tailor the FLEX RIDES On Demand program to meet the specific needs of our staff and community.

City of Hayward presented the Paratransit Program Memorandum of Understanding with the effective term of July 1, 2019 through September 30, 2020. Approval of this Memorandum of Understanding allows for a smooth transition away from joint transportation services with the City of Hayward to a City of San Leandro run program, and closes pending financial transactions.

Fiscal Impacts and Budget Authority

The total compensation for this Memorandum of Understanding is \$81,429.02, based on a

charge of \$51,150.00 for Administrative Overhead in addition to the actual cost for subsidized rides (up to a maximum of \$16 per ride), totaling \$30,279.02. The compensation will be funded by voter-approved Alameda County Measures B and BB. Appropriated funds for the Paratransit program are included in the FY 2021 adopted budget, in accounts 150-36-001-5640 and 150-36-002-5640.

Cost for Administrative Overhead	\$51,150.00
Cost for Per Ride Subsidy	\$30,279.02
Total Costs July 1, 2019 - September 30, 2020	\$81,429.02

ATTACHMENT(S)

Attachment(s) to Resolution

- Memorandum of Understanding

PREPARED BY: Susan Criswell, Recreation Supervisor, Recreation and Human Services



City of San Leandro

Meeting Date: September 8, 2020

Resolution - Council

File Number: 20-373 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeanette Dong
Recreation and Human Services Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Authorize the City Manager to approve a Memorandum of Understanding with the City of Hayward to provide dispatch and concierge services to FLEX RIDES On Demand members for the period of July 1, 2019 through September 30, 2020 for \$81,429.02 utilizing Measure B and Measure BB funds.

WHEREAS, the City of Hayward has operated the Transportation Network Companies ("TNC") pilot program in Fiscal Year 2019 and the City of Hayward was previously functioning as the administrator of San Leandro's Taxi Voucher Program; and

WHEREAS, the parties have agreed to fund their proportionate amounts of the Fiscal Year 2020 TNC Program budget; and

WHEREAS, the City of Hayward has provided a dispatch service to facilitate transportation services utilizing TNC's for senior residents 70+ years old and residents with disabilities who are 18+ years old and East Bay Paratransit certified; and

WHEREAS, the City Council supports the FLEX RIDES On Demand program and allows these on-demand services to be available for senior residents 70+ years old and the disabled community 18+ years old and East Bay Paratransit certified; and

WHEREAS, the City supports the mobility of seniors and the disabled; and

WHEREAS, the City receives funding for these services through the Alameda County voter-approved Measures B and BB; and

WHEREAS, the City Council is familiar with the terms of the agreement; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro RESOLVES as follows:

1. That said Memorandum of Understanding \$81,429.02 is hereby approved; and
2. That the terms of the Memorandum of Understanding will be memorialized in writing by the City Manager, subject to the approval of the City Attorney; and
3. That the City Manager is authorized to execute said Memorandum of Understanding with the City of Hayward; and
4. That an original executed agreement shall be provided to the City Clerk and be attached to and made a part of this resolution.

City of Hayward and City of San Leandro

Paratransit Program

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), effective July 1, 2019 is between the City of Hayward (“COH”), a Municipal Corporation of the State of California, and the City of San Leandro (“COSL”), a Municipal Corporation of the State of California, hereinafter referred to as “Parties”, for the Administration of the Central County Same Day Transportation Network Companies Program (“TNC Program”).

WITNESSETH

WHEREAS, Alameda County Transportation Commission (“ACTC”) is responsible for the administration of revenues generated by Measure B, a half-cent transportation sales tax measure set to terminate/expire on March 31, 2022, and Measure BB, a full one-cent sales tax set to terminate/expire on March 31, 2045; and

WHEREAS, the City of Hayward has operated the Transportation Network Companies (“TNC”) pilot program in FY 2019 and the City of Hayward was previously functioning as the administrator of San Leandro’s Taxi Program; and

WHEREAS, the amount of \$255,000 is budgeted by ACTC and the City of Hayward for the TNC Program in FY 2020; and the City of San Leandro does not have a specified amount allocated toward the TNC Program in FY 2020; and

WHEREAS, the parties have agreed to fund their proportionate amounts of the FY 2020 TNC Program budget as referenced above; and

WHEREAS, the total TNC Program administrative costs for FY2019 – FY2020 is \$155,000, and the parties have agreed to COSL reimbursing COH for 33% of these costs, in an annual amount of \$51,150; and

WHEREAS, the parties have further agreed to COSL reimbursing COH for the ride subsidy of FLEX clients through the TNC Program, not to exceed \$51,150 of their paratransit funds for distribution associated with the administrative costs of the TNC Program; and

WHEREAS, the City of Hayward staff shall provide administrative support to COSL’s clientele from July 1, 2020 to July 31, 2020, during the transition of TNC program providers.

WHEREAS, the effective term of this agreement is July 1, 2019 through September 30, 2020;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter contained, the Parties mutually understand and agree to the following:

SECTION 1: TERM

1.1 Except as otherwise provided for pursuant to the provisions of this MOU, this MOU is effective beginning on July 1, 2019 and terminates on September 30, 2020.

SECTION 2: COSL OBLIGATIONS AND AGREEMENTS

2.1 COSL authorizes COH to receive up to \$101,150 of the funding from COSL, for the TNC Program.

2.2 COSL will pay COH \$51,150, for agreed portion of the program administration costs of the TNC Program, and the full cost of ride subsidy associated with FLEX clients.

2.3 COSL authorizes COH to use these funds to administer the TNC Program.

2.4 COSL will work with COH and Life Eldercare to administer the TNC Program.

2.5 COSL will enroll clients and advertise information about the TNC program directly to COSL's clientele.

2.6 COSL will log and route all TNC complaints to COH weekly. Each week is defined by Monday through Friday. Complaint logs are due to COH by Tuesday following the end of the previous week.

SECTION 3: COH OBLIGATIONS AND AGREEMENTS

3.1 COH is the administrator of the TNC Program.

3.2 COH shall oversee the advertisement, award, and administration of the program contract for transportation, public access 866 phone line, and other applicable services as mutually agreed.

3.3 COH shall record and follow up with all complaints on the TNC Program

3.4 COH shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of the TNC Program for not less than five (5) years after the completion thereof. COH shall cooperate with COSL with an audit of such funds should one be necessary or ordered by a County, State, or Federal agency with jurisdiction over the use of such funds.

3.5 COH shall process all invoices and payments for the administration of the TNC Program.

3.6 COH shall receive and record TNC Program information, analyze ridership data, prepare and submit all reports to ACTC and provide copies of data and reports to COSL.

SECTION 4: HOLD HARMLESS

4.1 Neither COSL or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority, or jurisdiction delegated to COH under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, COH shall fully defend, indemnify, and hold harmless COSL from all suits or actions of every name, kind and description brought on, for, or on account of injury occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority, or jurisdiction delegated to COH under this MOU.

4.2 Neither COH or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COSL under or in connection with any work, authority, or jurisdiction delegated to COSL under this MOU. It is understood and agreed that pursuant to Government Code Section 895.4, COSL shall fully defend, indemnify, and hold harmless

COH from all suits or actions of every name, kind and description brought on, for, or on account of injury occurring by reason of anything done or omitted to be done by COSL under or in connection with any work, authority, or jurisdiction delegated to COSL under this MOU.

SECTION 5: TERMINATION

5.1 This MOU will terminate if the TNC Program or the Funding Agreement between COH and ACTC is terminated by ACTC. COH will provide COSL within five (5) business days any notification or correspondence with, to, or from ACTC regarding termination by COH or ACTC, or a potential breach in the Funding Agreement, or other reason for termination.

5.2 This MOU may be terminated for any reason as mutually agreed upon by the parties. COH will provide written notice to ACTC within five (5) business days of such agreement. In such an event, any unused TNC Program funds will be distributed and/or returned to ACTC and/or COSL as directed by ACTC.

5.3 In the event of termination, administration of the TNC Program shall revert back to COSL unless arrangements are made 60 days in advance to extend or modify this agreement.

5.4 If there are any unspent funds at termination or expiration, COH will consult ACTC for fund remittance procedures.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their duly authorized officers.

City of San Leandro

City of Hayward

By: _____

By: _____

Jeff Kay

Kelly McAdoo

City Manager

City Manager

Approved as to Legal Form:

Approved as to Legal Form:

By: _____

By: _____

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