



Appendix B

Sample Color Scheme Ramp Taxi Medallion Use Agreement

City and County of San Francisco

Ramp Taxi Medallion Use Agreement between the City and County of San Francisco and [Company]

This Use Agreement is made this ____ day of _____, 20__, in the City and County of San Francisco, State of California, by and between, [COMPANY], hereinafter referred to as "the User," and the City and County of San Francisco, a municipal corporation, acting through its Municipal Transportation Agency, hereinafter referred to as "the SFMTA."

The parties to the following terms of this Use Agreement agree as follows¹:

1. This Use Agreement ("this Agreement") authorizes the User to operate San Francisco Ramp Taxi Medallion Number(s) _____("the Ramp Taxi Medallions") for the term of the Agreement in accordance with all applicable federal, state, and local requirements, including but not limited to those applicable to Medallion Holders.
2. The term of this Agreement shall be two years, with two, one-year renewal options, each of which may be exercised by the SFMTA upon its determination that User has complied with all terms set forth in this Agreement during the year preceding the exercise of the option. In no event shall the term of this Agreement extend for more than four years. This Agreement shall be effective on the date upon which it is fully executed, and shall expire two years from that date, or upon the last day of the last option exercised by the SFMTA to extend this Agreement ("the Expiration Date").
3. The User acknowledges and agrees that Ramp Taxi Medallions are subject to the regulatory control of the SFMTA, specifically Article 1100 of the City's Transportation Code, and that the User is bound by any amendment during the term

¹ Capitalized terms that appear in this Agreement shall have the meaning ascribed to those terms in Article 1100 of the San Francisco Transportation Code, unless otherwise defined herein.



of this Agreement to any applicable law, regulation, policy or procedure relating to the operation of Motor Vehicles for Hire in San Francisco and at the San Francisco



International Airport. Specifically, the User acknowledges and agrees that at any time the SFMTA Board of Directors may decide that it will no longer allow the operation of Ramp Taxi Medallions by Color Schemes under this Use Agreement, and may, without cause and without the payment of compensation to the User, terminate this Agreement. Upon such termination, the User must immediately surrender the Ramp Taxi Medallion to the SFMTA at 1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103, or to any other location within San Francisco as determined by the SFMTA.

4. Notwithstanding Section 1109(a) of the Transportation Code, the Ramp Taxi Medallion shall be deemed affiliated with the User. The Ramp Taxi Medallion may not be affiliated with any other Color Scheme during the term of this Agreement. The User must ensure that the Ramp Taxi Medallion has 24/7/365 access to dispatch orders through the Dispatch Service with which the Color Scheme is affiliated, and must ensure that the requirement of providing such 24/7/365 access to dispatch orders shall be included in a written agreement between the User and the Dispatch Service with which it affiliates, if different from the User. The User must affiliate with an e-hail application provider that meets criteria established by the Director of Transportation.
5. The User shall timely pay the monthly use fee set by the SFMTA Board.
6. The User's cessation of operation as a Color Scheme, or User's transfer of its business during the term of the Agreement within the meaning of Transportation Code Section 1103(g), shall constitute an "Event of Default" under Paragraph 18, below.
7. The User must own and maintain the Ramp Taxi vehicle(s) operated pursuant to the Ramp Taxi Medallion(s) covered under this Agreement. The User must purchase all insurance required by applicable law and regulations for such vehicles, and any insurance policies purchased must be issued to the User. Insurance must conform to requirements enumerated in the SFMTA's Minimum Requirements for Taxicab Company Participation in the SF Paratransit Program, or enumerated in the San Francisco Transportation Code.
8. The User must assign and schedule the Drivers of the Ramp Taxi vehicle(s) operating Ramp Taxi Medallion(s) pursuant to this Agreement, and must do so daily. The User must ensure that any person who is allowed to drive the Ramp Taxi vehicle(s): (a) holds a valid Driver Permit, (b) has successfully completed the SFMTA-approved ramp taxi training, and (c) has a valid certificate of completion on



file at SFMTA Taxi Services. Each Ramp Taxi driver with fewer than 72 paratransit wheelchair pick-ups per year is required to take and pass a refresher four-hour Ramp Taxi Training course annually.

9. The User may not accept prepayment of Gate Fees, and may not accept any compensation other than Gate Fees paid on a daily basis in exchange for the right to drive the Ramp Taxi vehicle(s) during a particular shift, except as otherwise authorized by Transportation Code Article 1100.
10. The Ramp Taxi vehicle(s) used in connection with the Ramp Taxi Medallion(s) operated pursuant to this Agreement must be approved by the SFMTA in advance of the User's use, purchase, or lease of the vehicle(s).
11. The User agrees to transfer to its Drivers, within 30 days of receipt, any incentive payment paid by the SFMTA, through its Paratransit Broker, for performance related to authorized paratransit-related wheelchair riders, whether such incentive is paid monthly or quarterly. The User must also be able to provide proof of payment upon request.
12. The User must comply with the requirements of Transportation Code Section 1110 - Conditions Applicable to Ramp Taxi Medallions - at all times during the term of this Agreement, as well as the criteria set by the Director of Transportation for ramp taxi service standards, including, but not limited to, complying with the monthly minimum wheelchair pick up requirement. The paratransit wheelchair trips will be documented monthly by the SF Paratransit Broker's office.
13. The User agrees to prioritize emergency wheelchair transports as requested by Muni's Central Control, San Francisco Fire Department and San Francisco Police Department by accepting such calls for transport 24 hours per day, seven days per week. Compensation to User may be direct from the City or the City's Paratransit Broker. Generally, the User shall respond to emergency wheelchair transport calls within one hour or less.
14. User shall indemnify and save harmless the City and County of San Francisco and its Paratransit Broker (hereafter "the City Parties") and their officers, agents and employees from, and if requested shall defend them against, any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of any person, including the User's employees or independent contractor, or loss of or damage to property, arising directly or indirectly from the User's performance of this Agreement, including, but not limited to, the User's use of facilities or equipment provided by the City Parties or others, regardless of the negligence of, and regardless



of whether liability without fault is imposed or sought to be imposed on the City Parties, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the City Parties and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on the User, its independent contractors, or its subcontractors. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the City Parties' costs of investigating any claims against the City Parties. In addition to the User's obligation to indemnify the City Parties, the User specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City Parties from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to the User by the City Parties and continues at all times thereafter. User shall indemnify and hold the City Parties harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by the City Parties, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

15. The User shall be responsible for incidental and consequential damages resulting in whole or in part from the User's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.
16. Paragraphs 14 and 15 of this Agreement shall survive termination or expiration of the Agreement.
17. The User shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The User shall exercise this option by giving SFMTA at least 30 days' written notice of termination. The notice shall specify the date upon which termination shall become effective.
18. Each of the following shall constitute an event of default ("Event of Default") under this Agreement: a) failure to comply with any term of this Agreement as set forth in Paragraphs 1-17, above; b) failure to comply with any policy, procedure, or local, state or federal law, including but not limited to the provisions of Article 1100 of the Transportation Code, that is applicable to the User's operation of the Medallion or



the User's operation as a Color Scheme Permit Holder; or c) failure to pay a fine imposed by the SFMTA under Section 310 of the Transportation Code within 30 days of imposition of the fine. Upon an "Event of Default", the SFMTA shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate the Agreement immediately.

- 19. Upon the Expiration Date of this Agreement, or upon termination of this Agreement under Paragraph 17 or 18, above, or upon revocation of the Ramp Medallion Permit, the User shall no longer be permitted to operate a Ramp Taxi vehicle(s) in San Francisco under the Medallion(s), shall have no other right, title, or interest in the Medallion(s), and shall immediately surrender the Ramp Taxi Medallion(s) to the SFMTA at 1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103, or to any other location within San Francisco as determined by the SFMTA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

USER

APPROVED:

Jeffrey Tumlin
Director of Transportation
Municipal Transportation Agency

[Name]
[Title]
[Company]

Dated: _____

Dated: _____

APPROVED AS TO FORM:

David Chiu
City Attorney
By: _____
Stephanie Stuart
Deputy City Attorney

Dated: _____