

**Administering Agency:** Washoe County  
**Contract No.** #TBD  
**Contract Description:** North Lake Tahoe Microtransit Program

## **SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Reno, Nevada by and between Washoe County, ("County"), and **Tahoe Downtowner, LLC** ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Term.** The Term of this agreement is from January 1, 2024 through April 30, 2024 or until contract costs exceed Four Hundred Thousand Dollars (\$400,000).
3. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The term will be January 1, 2024 through April 30, 2024. The project contract cost shall not exceed Four Hundred Thousand Dollars (\$400,000).**
4. **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
8. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
9. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's

obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. **Hold Harmless and Indemnification Agreement.** The Contractor hereby agrees to protect, defend, indemnify, and hold WASHOE COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other reasonable expenses incurred by WASHOE COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the WASHOE COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement.. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to Nevada theory of comparative fault.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the WASHOE COUNTY or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of WASHOE COUNTY from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

As used above, the term WASHOE COUNTY means WASHOE COUNTY or its officers, agents, employees, and volunteers.

11. **Insurance.**

Washoe County has established specific indemnification and insurance requirements to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit C, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

12. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

13. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

14. **Personnel.**

- A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as

explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of this Agreement by County, and payment shall be made pursuant to Section 16 (Termination) of this Agreement only for that work performed by Project Team members.

15. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

16. **Termination.**

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
  - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof; provided, however, that "writings" shall not include, or be deemed to include, any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes or algorithms, used in the performance of this Agreement.
  - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
  - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.

17. **Compliance with Laws; Nondiscrimination.** Contractor and any subcontractors, consultants, , and other vendors performing services under this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and County policies, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified
18. **Records.** Contractor shall maintain, at all times during the term of this agreement, complete detailed records with regard to work performed under this Agreement in a form reasonably acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data is the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder and/or termination of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Contractor retains all intellectual property rights and other rights, title and interest to its software, codes and algorithms used in performing services, and nothing in this Agreement provides or grants the County with any right, title or interest to any such software, codes or algorithms.
20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
21. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.
22. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 16, Termination.
24. **Governing Law.** This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that State shall govern its interpretation and effect. The Parties agree any legal dispute regarding this Agreement shall be brought under the jurisdiction of the Superior Court of Washoe County, State of Nevada.

25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

WASHOE COUNTY:

Washoe County  
Attn: Gabrielle Enfield  
1001 E. Ninth St.  
Bldg. A  
Reno, NV 89512

CONSULTANT:

Tahoe Downtowner, LLC  
Attn: Travis Gleason  
515 N Flagler Dr  
Suite P300  
West Palm Beach, FL 33483

Phone: 775-233-3957

Phone: 561-929-1471

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

26. **General Health Measures and Conduct:** Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of Contractor's employees or subcontractors shall not be considered a basis for that employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

27. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials. Consistent with Section 19 (Ownership of Information), "contract materials" shall not include, or be deemed to include any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes, or algorithms, used in the performance of this Agreement.

**28. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with Nevada law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**TAHOE DOWNTOWNER, LLC  
("CONTRACTOR")**

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

**WASHOE COUNTY ("COUNTY")**

_____ Alexis Hill Board of County Commissioners Chair
Date: _____

Approved as to Form Nathan Edwards District Attorney's Office
_____ Date: _____

**EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Payment Terms

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1.1 OBJECTIVES**

- Improve alternative transportation options compared to personal vehicles or traditional single occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Implement a free to the rider microtransit service in coordination with TART free to the rider fixed route service.
- Test the impact of a Mobility on Demand Rideshare Service through a short-term project model on the program innovation zones.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

#### **1.2 REQUIREMENTS**

##### **A. Turnkey solution provided through this Agreement to include the following items:**

- Real-time, dynamic service
- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- A telephone reservation system will be made available during all hours of service for those unable to utilize the smartphone app
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service
- Customer service
- Maintenance of vehicles
- Marketing of service in partnership with WASHOE COUNTY

##### **B. TART has identified a service zone and hours for the Mobility on Demand rideshare service TART Connect.**

- 7 days of service per week.
- 16-hour service span per day, Monday through Sunday
- Passenger wait time goal of no more than 15 to 30 minutes depending on service level deployed.
- Passenger wait times of no more than 20 to 60 minutes, 90% of the time depending on service level deployed.
- Shared passenger trips during peak hours will occur at an estimated 30%-60% of the time.
- Maximum trip time within zone will be no more than thirty minutes.
- Fleet dedicated to the Washoe County zone will consist of no fewer than 6 vehicles with a maximum of 2 to 5 vehicles online at any one time, depending on customer demand.
- When requesting a ride, patrons must immediately be given an estimated wait time based on driver availability.
- Advanced booking technology will be implemented within the TART Connect App.
- All trips must begin and end within the identified zones (Zones identified in Exhibit A).
- Ability for riders to seamlessly make connections between Microtransit service and TART fixed route service.



- Continued implementation of Real-time TART fixed route tracking technology within the TART Connect App.
- All trips will be free to the rider.
- Data sharing and ownership by WASHOE COUNTY as described in Section 1.5.3.
- On-site manager must be available during all hours when service is operational.
- Ability to request an ADA accessible vehicle on-demand using the same technology as other patrons.
- Service option for those without a smart phone or internet access.
- Provide accessible communications to individuals with Limited English Proficiency (LEP).
- Ability to scale service based on demand.
- Implement COVID-19 cleaning and capacity measures per current CDC Guidelines.
- Contractors shall comply with all current applicable federal, state, and municipal laws, codes, and regulations aimed at employers to protect the safety and health of employees and the public.

### **1.3 SERVICE DAYS AND HOURS**

Contractor will provide service to WASHOE COUNTY zone, Monday through Sunday, 8:00am to 11:59pm. The number of vehicles running may be scaled based on anticipated demand during the operating hours. Wait times should be no more than 20 minutes.

### **1.4 DETAILED SCOPE OF WORK**

WASHOE COUNTY requests the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the Program Rideshare Service, as envisioned by the County are outlined below.

#### **1.4.1. PROJECT MANAGEMENT**

Project management will be a key responsibility of the Contractor and a continuous function. The County has designated Gabrielle Enfield, Community Reinvestment Manager, to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables including, Program operations, vehicle acquisition, hiring of Contractors, vehicle wrapping or decals/branding, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

#### **1.4.2. PERFORMANCE MONITORING AND REPORTING**

A. Contractor shall provide regular reporting, as follows:

- Provide bi-weekly briefings to County staff on completed tasks, deliverables, and all issues experienced and/or resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming 2-week period. The bi-weekly briefing shall contain, at a minimum:
  - Summary of Work Completed To-Date
  - Updates to Project Schedule

- Status of Program and Deliverables
- Activities and expected deliverables for the upcoming month
- Red-flag issues
- All complaints, whether written, verbal, or app-based
- Any public app or County platform errors or downtime

B. Accident/Incident Reporting should be provided as follows:

- Contractor shall develop, implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints, subject to COUNTY review and approval prior to initiating services under this AGREEMENT.
- All accident reports are to be submitted to County within one (1) business day. Telephone notification on all injury accidents shall be provided to County within thirty (30) minutes of occurrence. Contractor should contact Washoe County Risk Management at: [riskmgmt@washoecounty.gov](mailto:riskmgmt@washoecounty.gov) or (775) 328-2665.
- Contractor will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form provided by the contractor.

C. Provide Performance Reports as follows:

- *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the County for regular use. All data collected as part of the Program must be openly shared with the County and is the property of the County. The Contractor shall create custom reports as requested by the County. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the County.
- *Performance Evaluation Reports:* Contractor shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At the end of the seasonal program, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the Rideshare Program to date.
- *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Program, using clear and measurable criteria that could include but are not limited to the list below, subtotaled for each zone:
  - Vehicle Revenue Hours/Miles: The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
  - Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often called platform time. This includes deadhead distance and time. This definition is consistent with the National Transit Database definition.
  - Passenger Miles: The cumulative sum of the distances ridden by each passenger. This definition is consistent with the National Transit Database definition.

- Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
- Total number of unduplicated riders; both monthly and cumulative
- Demand summary (Total number of ride requests, origin/destination, time of use, boarding's per revenue hour, total ridership, type of rider)
- Trip data per zone (travel times, number of shared rides, average wait time, trip denial rate, booking abandonment rates, percentage of time expected wait times are not met, passenger no-shows, missed trips)
- Hardware performance and reliability
- Vehicle maintenance, performance, and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service

#### **1.4.3. Performance Metrics and Incentive**

##### **A. Metric 1- Wait Time**

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.

##### **Wait Time Goals**

<b>Zone</b>	<b>90% picked up in &lt;= 20 min</b>	<b>90% picked up in &lt;= 30 min</b>	<b>Monthly Penalty</b>
1	Up to 150 rides	Up to 200 rides	\$1,000
2	Up to 120 rides	Up to 170 rides	\$1,000
3	Up to 150 rides	Up to 200 rides	\$1,000
4	NA	Up to 40 rides	\$1,000
5	NA	Up to 40 rides	\$1,000

Metrics assume ride sharing is on.

Rides that were delayed for reasons outside of the Contractor's control (such as road closures or severe weather) will be documented by Contractor and not penalized.

##### **B. Metric 2- Trip Duration**

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.

##### **Trip Duration Goals**

80% of trips in each zone will have a maximum trip duration of no more than thirty minutes.

<b>Zone</b>	<b>Monthly Penalty</b>
1	\$1,000
2	\$1,000
3	\$1,000
4	\$1,000
5	\$1,000

Metrics assume ride sharing is on.

Rides that were delayed for reasons outside of the Contractor's control (such as road closures or severe weather) will be documented by Contractor and not penalized.

#### C. Metric 3 – Missed Trips

A missed trip is defined as any occurrence when the driver does not arrive at the pickup location of a ride request, and there are no circumstances beyond the Contractor's control such as a safety concern or a physical constraint outside of the driver's control. Each missed trip will result in a \$500 penalty reflected in the variable rate of the contracted amount.

### **1.4.4. SOFTWARE, HARDWARE & EQUIPMENT PLANNING**

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

#### A. Backend Technology Platform Characteristics and Documentation

- The County desires full access to and ownership of all data associated with the Program to inform strategic transportation planning efforts. The County envisions a backend technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. The County's backend platform should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

#### B. Vehicle Hardware and Equipment

- The Contractor shall provide all necessary hardware required to deploy the Program Rideshare Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The Contractor user interface should be safe, easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

##### **a. Vehicle Acquisition & Operations Plan:**

The County expects the Contractor to supply and maintain all necessary vehicles for the Program. The program will be operated utilizing vehicles designed, used, or maintained for carrying **NO** more than ten passengers (including the driver), with a weight rating of less than (GVWR) of 26,001. One vehicle shall be wheelchair lift equipped on order to meet the equivalent service standards under 49 CFR Part 37 Americans With Disabilities Act transit requirements.

If Contractor does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The County desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or

subsequent renewals of this Agreement. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA and Nevada emission standards.

**b. Vehicle Operations:**

The Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The Contractor shall clearly demonstrate that insurance and liability coverage will be provided for drivers. Contractor will appropriately screen drivers to include but not limited to: Checking that they have a valid driver's license, obtaining a copy of their motor vehicle report, providing the appropriate training, prohibiting the use of electronic devices while operating a vehicle, and running a background check.

#### **1.4.5. SYSTEM AND USER TRAINING**

This Rideshare Service is expected to be provided by the Contractor as a turnkey solution with minimal County staff resources needed to implement the service. However, the Contractor shall provide training and manuals for the County staff needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers.

#### **1.4.6. TECHNICAL SUPPORT**

The Contractor shall provide ongoing technical support to both the public and the County for the duration of the Program. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

A. Public Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

B. Vehicle Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

#### **1.4.7. CUSTOMER SERVICE**

Customer service shall be available to riders anytime the Rideshare Service is in operation. The County expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app, "TART Connect", which can be downloaded on either Apple or Android devices or by calling a local number to be established no later than May 1, 2021.
- Customer service concerns related to safety shall be addressed immediately and reported to the County within two (2) hours. Customer service concerns related to safety shall be addressed immediately and reported to Washoe County Risk Management at: riskmgmt@washoecounty.gov or (775) 328-2665.

- County shall have access to all customer service comments, questions, requests, or complaints.

#### **1.4.8. DRUG AND ALCOHOL TESTING**

The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Nevada, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

The Contractor agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and sub-contractors performing safety-sensitive functions related to this service. The Contractor agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved Contractor drug and alcohol policy to perform any services under this Agreement.

#### **1.4.9. Americans With Disabilities Act Service Requirements**

Access Requirements for Individuals with Disabilities: The Contractor agrees to comply with, and assure that any sub-contractor or, or third-party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Language from the Federal Transit Administration (FTA) Circular dated November 4, 2015 is included below for reference. Contractor is required to comply with any applicable updates:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37;
  - a. The following sections are relevant to the service provided by Contractor OR under this agreement:

49 CFR Part 37 section 37.77(c)

"For purposes of this section, a demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (1) Response time;
- (2) Fares;
- (3) Geographic area of service;
- (4) Hours and days of service;
- (5) Restrictions or priorities based on trip purpose;
- (6) Availability of information and reservations capability; and
- (7) Any constraints on capacity or service availability"

In addition to ensuring equivalent service, a transit agency must also ensure applicable ADA transit requirements are being met. FTA Circular 4701.1, Section 7.5 states: "With these services, agencies have the same obligations to ensure, for example, that service animals are allowed to accompany riders with disabilities and that portable oxygen is accommodated. The training requirements in section 37.173<sup>(1)</sup> can be particularly important. Vehicle Contractors, including taxi drivers and volunteer vanpool drivers, must

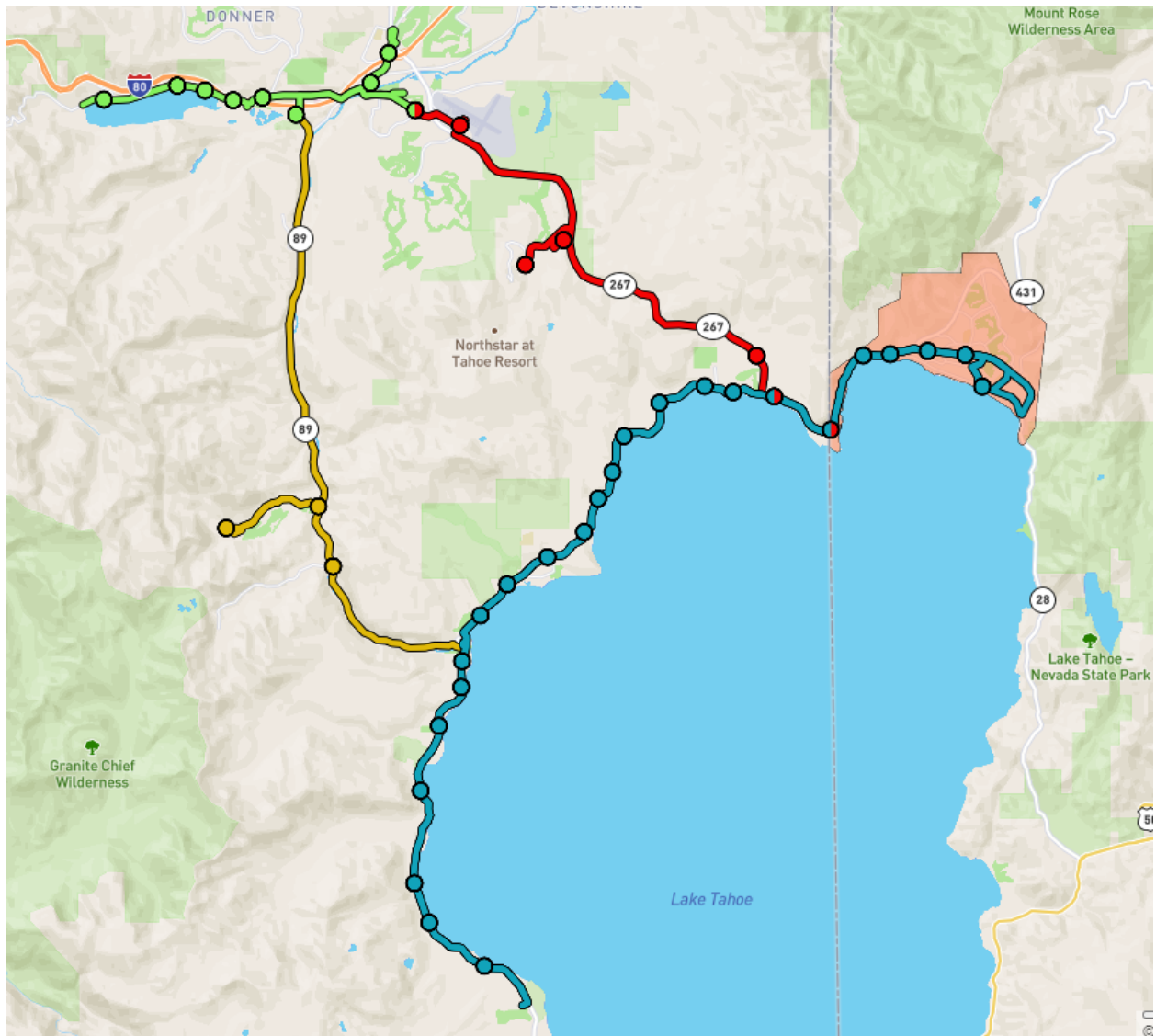
be trained to proficiency on safely operating vehicles and equipment and on properly assisting and treating riders with disabilities”.

**§37.173 Training requirements.** Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

2. U.S. DOT regulations “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles”, 49 CFR Part 38;
3. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;

## Exhibit A – Scope of Services

(Washoe County Zone: Incline Village/Crystal Bay Zone Map)





**EXHIBIT B**  
**PAYMENT TERMS**

**1. Payment amount**

Contractor shall be paid for both fixed and variable costs as described herein.

**a. Fixed Costs**

Fixed costs will be billed prior to the upcoming month with the initial payment being due December 15, 2023, and subsequent payments being made monthly thereafter.

Washoe County fixed costs will be \$50,147.94 per month for a total of \$200,591.76.

**b. Variable Costs**

Variable costs will be billed monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – The invoice for period January 1 – January 31 would be due on February 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day. Variable costs will include fuel and driver payroll.

Washoe County variable costs will be a maximum of \$199,408.24.

**2. Invoice Requirements**

The Contractor must submit written invoices monthly to the County by the 15th of each month for authorized expenses incurred in the preceding full month. For example, the invoice for the month of January would be due by February 15. Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

The monthly invoices must include both fixed and variable costs, must be in a format approved by the County, and must contain sufficient detail as required by the County.

Work performed and expenses incurred by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:                    WASHOE COUNTY  
Attn: Gabrielle Enfield  
1001 E. Ninth St., Bldg. A  
Reno, NV 89512  
genfield@washoecounty.gov

**3. Payment Timing**

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below. Incomplete or inaccurate invoices shall be returned to the Contractor unapproved for correction. Invoices shall be submitted in a format agreed upon by the County and the Contractor.

## EXHIBIT C

### INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS NORTH LAKE TAHOE MICROTRANSIT PROGRAM

#### INDEMNIFICATION

##### CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

##### General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

#### GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

##### INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such

requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

#### MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$ N/A per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

4. Technology Professional Liability and Network Security/Privacy Insurance:

Contractor shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the Contractor's services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and annual aggregate.

Coverage shall be included, without limitation, for any form of infringement of copyright or other intellectual property misuse including software copyright infringement, as well as errors, omissions, or negligent acts in the performance or failure to perform technological services for others which result in claims for damage arising out of or alleging programming errors, software performance, or Contractor's failure to perform the services and provide the products that Contractor delivers.

Contractor shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

Contractor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential

information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than One Million dollars (\$1,000,000) per claim and annual aggregate.

## DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

## OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

### 1. General Liability Coverages

a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-. VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings

upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

#### MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.