



M E M O R A N D U M
DEPARTMENT OF PUBLIC WORKS
TRANSIT DIVISION
County of Placer

TO: Board of Supervisors DATE: May 25, 2021
FROM: Ken Grehm, Director of Public Works
By: Jaime Wright, Public Works Manager – Transit Services
SUBJECT: Squaw Downtowner, LLC Contract No. CN001273 / Amendment No. 1

ACTIONS REQUESTED

1. Approve and authorize the Director of Public Works, or designee, to execute an amendment to an agreement with Squaw Downtowner, LLC (Contract No. CN001273) for \$41,348 to develop and implement a microtransit service pilot program in North Tahoe, resulting in a total contract amount of \$506,348 for the period of June 24, 2021 to September 6, 2021.
2. Approve a budget amendment in the amount of \$41,348 to Fund 10201 – Lake Tahoe Tourism and Promotions Fund and Fund 21402 - Tahoe Truckee Area Regional Transit (TART) (Budget Amendment AM-00-482).

BACKGROUND

On March 30, 2021, the Board approved the award of Contract No. CN001273 with Squaw Downtowner, LLC, in an amount of \$465,000. The contract allowed Squaw Downtowner to provide a microtransit pilot program for the upcoming summer of 2021 within two zones in North Tahoe. The two zones are Tahoe City/Westshore and Kings Beach/Brockway Vista. The contract was awarded utilizing Placer County Procurement Policy 3.6A, which allows the award of a contract without a competitive process if the service is the only such service that meets the County’s operational requirements because of a technological, specialized, or unique character or proprietary nature. In this case, Squaw Downtowner has been operating in the Olympic Valley for two years, has a fleet, employees, and a management presence. No other private microtransit operator has this type of operation currently in North Tahoe. Squaw Downtowner can also meet all of the requirements needed to successfully implement a microtransit pilot program in a short amount of time.

The original scope identified a service start date of July 1, 2021 and an end date of September 6, 2021. Based on community feedback, the Department of Public Works requested a quote from Squaw Downtowner to extend the operating days allowing the service to begin one week earlier, operating June 24, 2021 through September 6, 2021. The contract amendment is to fund the additional services.

ENVIRONMENTAL IMPACT

The proposed actions are administrative activities for funding, and are therefore not projects pursuant to California Environmental Quality Act (CEQA) Guidelines section 15378, and are exempt under section 15061(b)(3). The proposed actions are also statutorily exempt from CEQA pursuant to Public Resources Code section 21080(b)(10).

FISCAL IMPACT

The cost of Amendment No. 1 to Contract No. 001273 is \$41,348. The total contract cost not to exceed cost of \$506,348 for the summer of 2021. In the current fiscal year, \$41,348 will need to be paid to Squaw Downtowner, LLC, which will require a budget revision to the Lake Tahoe Tourism and Promotions Fund – Fund 10201 and the DPW TART – Fund 21402 (AM-00482).

ATTACHMENTS

Contract No. CN001273 – Amendment No. 1

On File with Clerk of the Board: Contract No. CN001273

CONTRACT No. CN001273 AMENDMENT No. 1

Contract Number: CN001273

Project Title: North Lake Tahoe Microtransit Pilot

Description: Contract No.CN001273 with Squaw Downtowner, LLC
Amendment No. 1 to Adjust Service Days and Hours and
Pricing/Payment Terms

This Contract Amendment No. 1 (“Amendment”) is entered into by and between the County of Placer hereinafter referred to as “COUNTY”, and Squaw Downtowner, LLC., hereinafter referred to as “CONTRACTOR”, this _____ day of _____, 2021, and affects **SERVICES AGREEMENT, EXHIBIT A, “SCOPE OF SERVICES”, and EXHIBIT B, “PAYMENT FOR SERVICES RENDERED”** of the original Contract #CN001273, dated April 6, 2021. The Contract is hereby amended as follows:

I. The following sections of the Services Agreement, are stricken and replaced in their entirety as follows:

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 initial project term will be May 1, 2021 through September 6, 2021. Subsequent projects will be approved as amendments to this agreement. The initial project contract cost shall not exceed Five Hundred Six Thousand Three Hundred Forty-Eight Dollars (\$506,348).**

II. The following sections of Exhibit A, Scope of Services, are stricken and replaced in their entirety as follows:

1.3 REQUIREMENTS

B. TART has identified two zones for the Mobility on Demand rideshare service

- 7 days of service per week, Monday through Sunday, June 24, 2021 through September 6, 2021
- 16-hour service span per day, Monday through Sunday (8am – 12am midnight).
- Passenger wait times of no more than 15 minutes, 98% of the time within the Dollar Point/West Shore Zone and 99% of the time within the Tahoe Vista/Kings Beach/Brockway Zone.
- Shared passenger trips during peak hours will occur at a minimum of 38% of the time within the Dollar Point/West Shore Zone and 25% of the time within the Tahoe Vista/Kings Beach/Brockway Zone.
- Maximum trip times within the Dollar Point/West Shore Zone will be no more than thirty minutes.

- Maximum trip times within the Tahoe Vista/Kings Beach and Brockway Zone will be no more than twenty minutes.
- When requesting a ride, patrons must immediately be given an estimated wait time based on driver availability.
- 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.
- All trips will be free to the rider.
- Data sharing and ownership by Placer 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
- 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.

1.4 SERVICE DAYS AND HOURS

The initial pilot project term will be June 24, 2021 through September 6, 2021. Subsequent projects will be approved as amendments to this agreement. Contractor will provide service for the initial pilot term, Monday through Sunday, 8:00am to 12:00am midnight beginning June 24, 2021 and operating through September 6, 2021. The number of vehicles running may be scaled based on anticipated demand during the day. Wait times should be no more than 15 minutes and may differ for different service areas of the North Shore. Riders should always be able to travel within proposed service areas and between the service areas in Tahoe City and the West Shore.

III. The Following Sections of Exhibit B, Payment for Services is Rendered, is amended as follows:

1. Payment amount

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

a. Fixed Costs

For Summer of 2021 Fixed costs will be billed prior to upcoming month with the initial payment being due May 15, 2021 and subsequent payments being made monthly thereafter. Fixed costs will be \$71,942 per month for a total of \$215,827.

b. Variable Costs

Variable costs will be a maximum of \$290,521 for the term of the pilot project. 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 July 1 – July 31 would be due on August 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

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

**SQUAWDOWNTOWNERLLC
("CONTRACTOR")***

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

COUNTY OF PLACER ("COUNTY")

_____ Ken Grehm Department of Public Works Director
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: _____

Approved as to Form Office of Placer County Counsel
_____ Date: _____