



**MEMORANDUM
PUBLIC WORKS
TRANSIT DIVISION**
County of Placer

TO: Honorable Board of Supervisors **DATE:** August 31, 2021
FROM: Ken Grehm, Director of Public Works
BY: Jaime Wright, Public Works Manager
SUBJECT: Squaw Downtowner, LLC Contract No. CN001273 / Amendment No. 2

ACTION REQUESTED

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 \$236,000 for the implementation of fall microtransit service in North Tahoe for the period of September 7, 2021 to December 9, 2021, to be absorbed in the FY21-22 Lake Tahoe Tourism and Promotions Budget.

BACKGROUND

On March 30, 2021, the Board approved the award of Contract No. CN001273 with Squaw Downtowner, LLC. The contract allows Squaw Downtowner to provide a microtransit pilot program for a two-year period with seasonal phases being implemented throughout the pilot. 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 initial phase, deployed in Summer 2021, identified a service start date of June 24, 2021 and an end date of September 6, 2021. The first phase of the microtransit pilot program encompassed two zones in North Tahoe. The two zones are Tahoe City/Westshore and Tahoe Vista/Kings Beach/Brockway. The initial contract identified July 1, 2021 as the start date of the service. Amendment number 1 extended the season to begin on June 24, 2021.

With the success of the microtransit program during the initial summer 2021 pilot phase coupled with continued staffing challenges within the Transit Division of Public Works, it is proposed that phase two of the microtransit pilot program be deployed in the evening hours only, September 7, 2021 through December 9, 2021. The second phase of the microtransit program would encompass four zones within North Lake Tahoe. The four zones would be Tahoe City/West Shore, Carnelian Bay/Cedar Flat/Tahoe Vista/Kings Beach/Brockway, Squaw Valley/Tahoe

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City, and Northstar/Kings Beach. The service will operate between 6 p.m. and 10 p.m., the same time that the Fall night bus service would have operated.

The contract amendment is to fund the additional phase of service by utilizing the savings of discontinuing the Fall night bus service and savings from the Winter Squaw Downtowner service.

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. 2 to Contract No. 001273 is \$236,000. There are sufficient savings in the Lake Tahoe Tourism and Promotions FY21-22 Budget to fund the contract amendment.

ATTACHMENTS

Contract No. CN001273 – Amendment No. 2

On File with Clerk of the Board:

Contract No. CN001273

Contract No. CN001273 – Amendment No. 1

CONTRACT No. CN001273 AMENDMENT No. 2

Contract Number: CN001273

Project Title: North Lake Tahoe Microtransit Pilot

Description: Contract No.CN001273 with Squaw Downtowner, LLC
Amendment No. 2 to Add Additional Service Days and Hours
and Pricing/Payment Terms

This Contract Amendment No. 2 (“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 and amended as of May 25, 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 second phase of this project term will be September 7, 2021 through December 9, 2021. Subsequent projects will be approved as amendments to this agreement. The second phase of the project contract cost shall not exceed Two Hundred Thirty-Six Thousand Dollars (\$236,000).**

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, September 7, 2021 through December 9, 2021
- 4-hour service span per day, Monday through Sunday (6pm – 10pm).
- Passenger wait times of no more than 60 minutes, 90% of the time within the Squaw Valley/Dollar Point/West Shore Zone and 90% of the time within the Carnelian Bay/Tahoe Vista/Kings Beach/Brockway/Northstar Zone.
- Shared passenger trips during peak hours will occur at an estimated 33% of the time within the Squaw Valley/Dollar Point/West Shore Zone and 23% of the time within the Carnelian Bay/Tahoe Vista/Kings Beach/Brockway/Northstar Zone.
- Maximum trip times within the Squaw Valley/Dollar Point/West Shore Zone will be no more than forty minutes.

- Maximum trip times within the Carnelian Bay/Tahoe Vista/Kings Beach/Brockway/Northstar Zone will be no more than forty 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 second phase of the pilot project term will be September 7, 2021 through December 9, 2021. Subsequent projects will be approved as amendments to this agreement. Contractor will provide service for the initial pilot term, Monday through Sunday, 6:00pm to 10:00pm beginning September 7, 2021 and operating through December 9, 2021. The number of vehicles running may be scaled based on anticipated demand during the operating hours. Wait times should be no more than 60 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 Dollar Point.

1.5.4. Performance Metrics and Incentive

In the event Metric 1 and Metric 2 performance metrics are not met on a monthly basis, the variable rate of the contracted amount will be reduced by 5%. If contractor meets or exceeds Metrics 1 and 2, full variable cost will be paid each month. The penalty associated with Metric 3 is listed within the description below.

A. Metric 1- Wait Time

The wait time goal of this pilot is 60 minutes. However, a grace period will be provided. Drivers will arrive within 60 minutes for at least 90% of ride requests. This metric assumes ride sharing is on. This metric is valid up to 40 rides per day in the Squaw Valley-Dollar Point-Westshore zone and 40 rides per day in the Carnelian Bay-Kings Beach-Tahoe Vista-Brockway-Northstar zone. On days when these ride thresholds are exceeded, drivers will arrive within 60 minutes for at least 80% of ride requests. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) will be documented by Contractor and not penalized.

A Ride Request is defined as a trip requested from an origin to destination with one or more passengers.

B. Metric 2- Trip Duration

80% of trips will have a maximum trip duration of no more than thirty minutes within the Squaw Valley/Dollar Point/Westshore Zone. 80% of trips will have a maximum trip duration of no more

than forty minutes within the Carnelian Bay/Tahoe Vista/Kings Beach/Brockway/Northstar Zone. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) 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 is 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.

1.5.8. 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 for summer 2021 service.
- Customer service concerns related to safety shall be addressed immediately and reported to the County within two (2) hours.
- County shall have access to all customer service comments, questions, requests, or complaints.

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 Fall of 2021 Fixed costs will be billed prior to upcoming month with the initial payment being due August 15, 2021 and subsequent payments being made monthly thereafter. Fixed costs will be \$30,714 per month for a total of \$92,142.

b. Variable Costs

Variable costs will be a maximum of \$143,858 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 September 7 – September 30 would be due on October 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: _____