

REPORT TO CITY COUNCIL

DATE: DECEMBER 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: LOUIS CELAYA, DEPUTY CITY MANAGER
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES**

**SUBJECT: AWARD AGREEMENT FOR CONTRACTOR SERVICES WITH SPARE
LABS INC. FOR ENHANCED TRANSPORTATION SERVICES – DIAL-A-
RIDE**

During the FY 2021-2022 budget workshop, staff identified the need to review the City's current transportation service, (Dial-A-Ride), to address overall increased costs generally occurring in the transportation service industry, and to examine the ability to provide newer technology platforms available to the City for more efficient and potentially cost saving operation.

City staff has been working for over a year with Spare Labs Inc., (SPARE) to institute an enhancement to the existing transportation program and offer after hours and later evening services for residents and the general public. SPARE provides a software-as-a-service solution (SaaS) that provides a platform to analyze the current transportation needs and look for ways to enhance and improve the services. SPARE also partners with other micro-transportation service providers (Lyft), for dispatching and administration, and also for the provision of vehicles/drivers thereby providing a full turn-key system.

The enhanced transportation program will offer an extension from the existing Dial-A-Ride (DAR) Program, where after hours and evening service will run longer. There will also be a Sunday service component included. The enhanced service will run under the following parameters:

<u>Service Days</u>	<u>Service Hours</u>
Thursday, Friday, Saturday	5:00 pm – 11:00 pm
Sunday	10:00 am – 5:00 pm

The service will look to have a dedicated wheelchair accessible vehicle (required for services using public transportation funding) and one (1) dedicated service vehicle to first start the program. Additional vehicles can be added as the need demands. It should be noted while one dedicated vehicle is wheelchair accessible it will still be used during the normal operation when accessible vehicle services are not needed. The service will offer

an app based appointment feature, as well as standard telephone call in feature. SPARE and its partners will oversee the analyzing of data, reservations, dispatching and deployment of vehicles. City staff will be provided administrative access to the platform to view transportation data.

This enhanced program is being scheduled to commence in March 2023, as once the agreement is approved SPARE requires an approximate ten (10) week implementation timeline to establish internal process to prepare for the service, including the creation of the unique branded user app and training. The following is a phase overview of the ten (10) week process of work to be performed to prepare for the program implementation:

- Phase 1; Pre-Kickoff Meeting/Simulation – SPARE to be provided background data and other information regarding zones/stops, etc., to help create the transit simulation model
- Phase 2; Kickoff – Formal introduction to all team members involved in project and to allow for alignment on implementation objectives
- Phase 3; Service Set-Up – SPARE operation’s staff will design and set-up Agoura Hills service
- Phase 4; Training – SPARE to provide applicable trainings
- Phase 5; Marketing and Communications – Conduct kickoff to outline marketing strategy for service
- Phase 6; Testing - Dry run fields test of all facets of the service
- Phase 7 – Launch – Officially launching the service

The agreement with SPARE will be a one-year agreement, with a one-year extension option. This will afford City staff to review the service and determine if SPARE and its services fit with the communities expectations. The estimated cost for this enhanced service is a not-to-exceed \$200,900, which will be funded through Proposition A Transportation funding, and has been incorporated into the FY 2022-23 Budget. Staff has met with the Community Services Subcommittee on this program and received their support.

Should the City Council approve the agreement, City staff will work with SPARE to prepare for the program launch including all coordination, marketing, testing for the program, and introduction of the user app and other program features.

The agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council award the Award Agreement for Contractor Services with Spare Labs Inc. for Enhanced Transportation Services – Dial-A-Ride in the amount of \$200,900.

Attachment: Agreement for Contractor Services – Spare Labs Inc.

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Spare Labs Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Kristoffer Vik Hansen

CONTRACTOR'S ADDRESS: Suite 810, 815 W Hastings St
Vancouver, BC, V6C 1 B4

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Louis Celaya

COMMENCEMENT DATE: December 15, 2022

TERMINATION DATE: December 15, 2023

CONSIDERATION: Contract Price
Not to Exceed: \$200,990/yr

<p>ADDITIONAL SERVICES (<i>Describe Services, Amount, and Approval</i>):</p> <p><u>Unforeseen/unanticipated service changes</u></p> <hr/> <hr/> <hr/> <hr/> <hr/>
--

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND SPARE LAB INC.

THIS AGREEMENT is made and effective as of December 15, 2022, between the City of Agoura Hills, a municipal corporation ("City") and Spare Labs Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 15, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 15, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.]

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

CITY shall comply with all applicable local, state, federal and laws in using the services.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with the requirements of Exhibit A and that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director

of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Two Hundred Thousand Nine Hundred Ninety Dollars and Zero Cents (\$200,990.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice, the

Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information reasonably required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement, other than to the extent that it would endanger the security of Contractor's software services or otherwise require exposure of the confidential information of any other client of Contractor. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractor in connection with the performance of this Agreement including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at

locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution

obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its sub-contractors, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$5,000,000 per accident for bodily injury and property damage for all activities of the Contractor and/or sub-contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Sexual abuse/molestation insurance. Independent Contractor or sub-contractor shall procure and maintain sexual abuse/molestation liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.

5) Cyber security and privacy liability. Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.

b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.

d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.

e. Costs associated with restoring, updating, or replacing data.

f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

6) Cyber technology errors and omissions. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).

b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

c. Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.

d. Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.

e. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

f. Liability arising from the rendering, or failure to render, professional services.

g. Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.

h. Crisis management and other expert services.

If coverage is maintained on a claims-made basis, the Consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The 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.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms

acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

14. RELEASE OF INFORMATION AND PROPRIETARY RIGHTS

A. All information provided by City or end users of the Platform to by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

C. Contractor shall own and retain all right, title and interest in and to (a) the Platform and the supporting software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with providing the Services or support, and (c) all intellectual property rights related to any of the foregoing.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Spare Labs Inc.
Suite 810, 815 W Hastings St.
Vancouver, BC V6C 1B4
Kristoffer Vik Hansen, CEO
855-551-0585

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

17. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. EXHIBITS

Exhibits A, and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on

behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Deborah Klein Lopez,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Spare Labs Inc.
Suite 810, 815 W Hastings St.
Vancouver, BC V6C 1B4
Kristoffer Vik Hansen, CEO
855-551-0585

By: 

Name: Kristoffer Vik Hansen
Title: CEO

By: 

Name: Josh Andrews
Title: COO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

Spare will provide a complete solution for transportation-as-a-service (TaaS) service to the City of Agora Hills trips to augment the City's existing Dial-A-Ride program.

This includes the Software as a Service platform (SaaS), to manage, dispatch, handle all bookings and scheduled transportation as well as contracting with Evolgo for dedicated vehicles and LYFT for non-dedicated vehicles.

Providers for dedicated and non-dedicated vehicles may be added to the TaaS service program, if mutually agreed by City and Contractor.

Service Term: One (1) Year, starting on January 1, 2023, and ending on December 31, 2023.

Services to be provided by SPARE

1. Spare Launch & Analyze – Core software that manages dispatch and handles bookings for on demand and scheduled shared ride transportation requests
2. One (1) Dedicated Wheelchair accessible Van. - Will operate during the services hours taking both passengers requiring mobility aids and those that do not.
3. Staffing required to operate the service
4. Repairs, Maintenance, Fuel, Registration, and Insurance required to operate the vehicle safely
5. Call Center for booking calls and answering questions along with a Toll Free (1-800_ number)
6. Spare Open Fleets to directly integrate with Lyft network
7. Spare Driver app,
8. Spare Platform administration panel,
9. System administrator training,
10. Spare Open API.
11. Contracted Services with LYFT - Booking for LYFT trips will be available via the City of Agoura Hills passenger booking application (powered by Spare) or the call center. LYFT to provide drivers that are background checked per these guidelines <https://help.lyft.com/hc/en-us/articles/115012925687>

12. Training for City Staff.

- A. Spare Launch, Analyze, Open Fleets and Dial-A-Ride booking process
- B. Administrator training through a two-hour training course via webinar. Training can be set at a time convenient for City, as may be agreed between Company and City.
- C. Provide re-training of City staff if reasonably needed.

13. Voice Package

- A. A phone call notification feature for Spare Platform that sends an automated phone call notification to riders (a.k.a "Spare Automated Phone Notifications")
- B. A voice-over-internet-protocol (VOIP) rider calling feature embedded in the Spare Driver iOS and Android applications (a.k.a "Spare Driver-Rider VOIP")
- C. An integrated-voice-response (IVR) feature that collects card payment information from users over-the-phone using an automated phone call mechanism that is triggered from the Spare Platform web-portal (a.k.a "Spare Pay IVR")
- D. Text message notifications are anticipated to be included in Voice Package.

Services to be provided by City:

City staff will be responsible for marketing and project oversight of the service. The Spare Team will, when asked, assist the City with distributing information, surveys, etc. on board the vehicles under their control.

Service Hours:

The TaaS service program will be available during the following days and hours:

Thursday, Friday, Saturday: 5:00 pm to 11:00 pm.
Sunday: 10:00 am to 5:00 pm.

Total Hours: 25 hours per week for dedicated vehicles.

The City will determine the service schedule, including reducing or eliminating service hours because of holidays, local events or other factors. Service schedule can be reduced on up to 10 days per Service Term, upon providing Contractor with notice at least thirty (30) days prior to changes taking into effect.

Contractor and City will work cooperatively to modify operating days and times should operational change be needed to address ridership patterns or expectations.

The Call Centre and dispatch (provided through Telelink) will be open during established service hours for bookings and all customer support enquiries

Fare and Passenger Policies

The City will determine the fares, which might be changed from time to time. The system should allow for local businesses or other third parties to pay for customer rides, if desired.

To enable the City to provide service to as many people as possible, the City reserves the right to cap the number trips per rider by month or other time period.

Service Area:

Agoura Hills City limits, unincorporated Los Angeles county (that are mutually agreed between Contractor and City), and Westlake Village, including Target and Costco. Contractor and City will work cooperatively to modify service should operational change be needed to address ridership patterns or expectations.

Provision of Administrator User Accounts

Contractor will supply administrative user accounts with proper privileges to administrators of the Spare Platform system, as may be agreed between Company and City. Users and City of Spare Platform are bound by Spare Platform terms, as outlined at <https://sparelabs.com/en/legal>, and Spare Open API terms, as outlined at <https://sparelabs.com/docs>.

Supply Service Documentation

Contractor will supply user documentation on the Spare Platform, including the web-based administration panel, the Spare Open API, and the Spare Driver app, as may be agreed between Contractor and the City.

Service Hosting

Spare Labs will deploy the Spare Platform with the Spare Pooled OnDemand (Spare Driver app, Spare Rider app, Spare Open API, and Spare Platform administration panel), and Spare Smart Matching and Dispatching Algorithm (Spare Engine) on an independent, secure, and scalable datacenter and web server system with disaster recovery capability, as may be agreed between Spare Labs and City.

COVID Protocols

Contractor must adhere to COVID protocols as defined and established by the County of Los Angeles Department of Public Health, other public health polices, and protocols and policies established by the City.

Service Standards

It is the goal of the City to maximize productivity while maintaining a high level of customer service. During the initial three months of service, the Contractor will not be held to Service Standards. Following the initial three months of service, the Contractor will be held to the following minimum service standards.

- 1) On time performance for trips requested by app or phone:
 - a. 75% of rides to be picked-up no later than 15 minutes after scheduled pick-up time (regardless of whether request was via app or phone). Calculated as total number of rides, not an average of total minutes.
 - b. 90% of rides to be picked-up no later than 30 minutes after scheduled pick-up time (regardless of whether request was via app or phone). Calculated as total number of rides, not an average of total minutes.

The City and Contractor will meet on quarterly basis to review the Service Standards.

Penalties if Service Cannot be Provided

- 1) \$250 for any month in which the Contractor and Sub-contractor fail to meet an on-time performance level of 90% of rides picked-up no later than 30 minutes after scheduled pick-up time.
- 2) \$100 per occurrence in which a wheelchair lift fails to operate properly during the pickup or in which a wheelchair bound client is improperly tied down or a wheelchair becomes unfastened from one of the tie down locations
- 3) \$100 per occurrence per validated complaint after 3rd validated complaint in any month
- 4) \$100 per occurrence for failure to provide accurate ridership data or trip sheets or other reports as required with any monthly accounting period by the 15th of the following month.
- 5) \$250 for each full shift missed. A shift defined as 6 hours on Thursday, Friday, and Saturday and 7 hours on Sunday. City and Contractor may establish additional penalties for missed individual trips, if mutually agreed.

Penalties will be deducted from monthly invoice

Reporting - Data for National Transit Database (Ntd)

The City is required by LACMTA Sub-regional Incentive Fund guidelines to submit accurate report accepted by National Transit Database data for its DAR. The City is subject to severe financial penalties for failure to report accurate, auditable data. The Contractor is responsible for becoming familiar with said reporting requirements provided by the City for the DAR program and to supply accurate financial and operating data,

which complies with above, described requirements. NOTE: Contractor shall be liable for the cost of any penalties imposed on the City due to the Contractor's failure to comply with above mentioned reporting requirements. Contractor will make its staff available without cost to the City to an auditors.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

See following page(s) for payment rates and schedule.

Product Name	Description	#	Rate	Unit	Price to Agoura Hills
Spare Platform	Software Fee	1	\$10,500.00	Annual	\$10,500
Dedicated Vehicle	Active Vehicles on Spare Platform	1	\$7,500.00	Per Vehicle	\$7,500
Voice Package - 1 vehicles	1 vehicles @ \$70/vehicle/month	12	\$70.00	Vehicle Per Month	\$840
Open Fleets	Software Fee to connect Lyft	12	\$1,000.00	Per Month	\$12,000
Open Fleets	Dispatch Fee	1000	\$1.50	Per Lyft Trip	\$1,500
Lyft Trips	Estimated transportation expense for trips completed by Lyft	1000	\$12.50	Per Lyft Trip	\$12,500
Telelink Call Center Services	Call Center Staff training	1	\$350.00	One Time	\$350
Telelink Call Center Services	Estimated Monthly Usage for calls	500	\$2.35	Minute	\$14,100
Telelink Call Center Services	Per Minute Over 500	0	\$2.10	Minute	
WAV Vehicle	Service Hours	1300	\$109	Per Hour	\$141,700
			Do not Exceed Total:		\$200,990

*Pricing for Monthly Telelink Call Center Services to billed based on actual usage

**Pricing for LYFT trips to be billed monthly based on actual usage and transportation expense based on rates listed at <https://www.lyft.com/rider/cities/ventura-ca>

***Pricing for WAV to be billed monthly based on actual usage

EXHIBIT C

PROJECT MANAGEMENT PLAN & TECHNICAL APPROACH

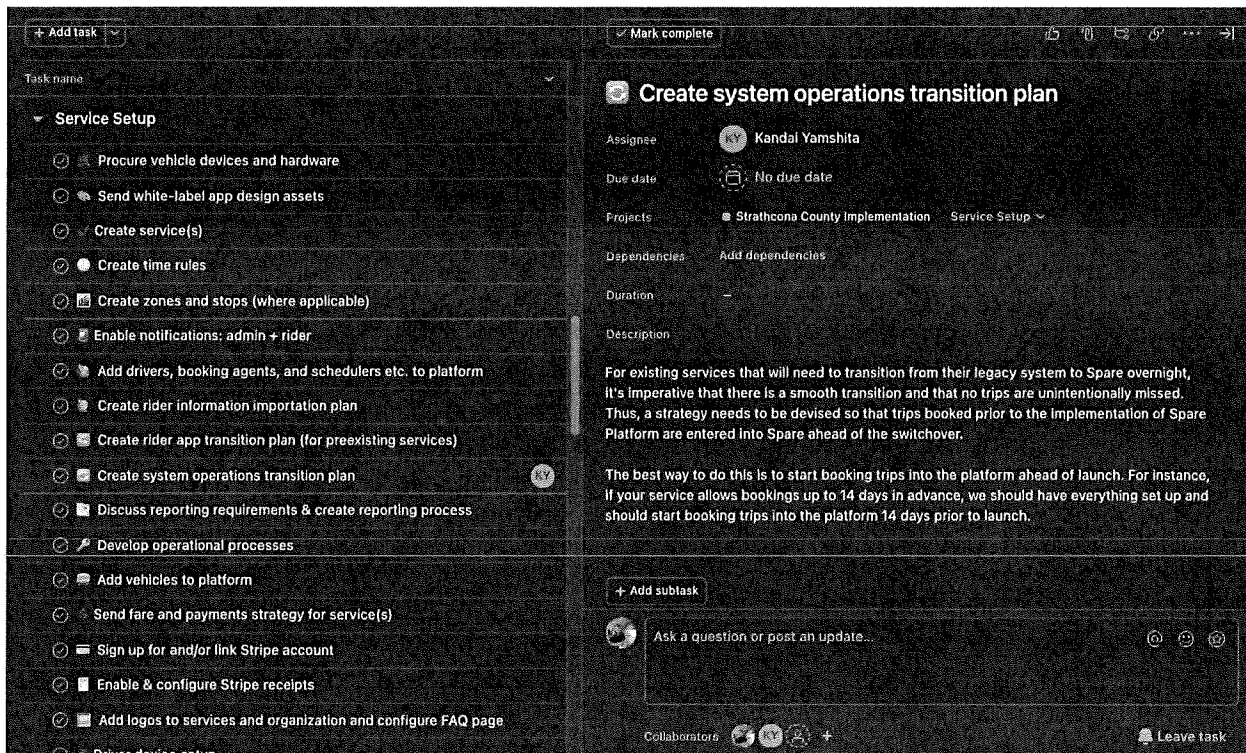
1. Project Management Plan

1. Management Techniques

Communication Management: Fenella is the point of contact for all communication between Agoura Hills and the Spare Project Team. This includes the kickoff meeting and weekly progress calls. As the single point of contact, Fenella will provide multiple opportunities to address project concerns that might arise and confirm that they are properly discussed and resolved. Fenella will be responsible for delivering a coordinated approach for the Agoura Hills demand response program.

Scope Management: To deliver the scope and schedule in this proposal, Spare will leverage Asana to ensure all aspects of the project implementation are closely monitored and controlled. If obstacles arise, these will be flagged immediately through Fenella to the Agoura Hills project team through our weekly progress calls.

Asana. Spare's robust project management (PM) tool to ensure nothing slips through the cracks.



Schedule Management: Fenella will regularly monitor adherence to the schedule. If slippage of tasks becomes evident, she will work with team members to assess the root cause and develop a recovery plan, which could include assessing which tasks can be overlapped.

Resource Management: Though Spare is a global company, our resources directly working on this project are primarily based in Vancouver, Canada where our office headquarters is located. Spare is committed to allocating the resources needed to deliver the Agoura Hills demand response program successfully. Roles and responsibilities include:

- **Spare:** Throughout the term of the agreement, Spare will be the Prime Contractor (primary contact) for Agoura Hills and provide program and project management services to transition, design, deploy, and continually optimize the Agoura Hills demand response program. .

Risk Management: At the start of the project, Fenella will work with the team to proactively identify risks, which will then become a standard agenda item at the progress meetings. For any major risk identified, a risk management strategy will be developed and if the risk cannot be properly managed, a mitigation strategy will be created. These risks will be assessed, documented, and communicated to Agoura Hills during the weekly progress calls, using Asana as our primary documentation tool.

2. Service Planning and Implementation Plan

As described in the RFP, it's clear that once a technology platform is selected, Agoura Hills will engage in a collaborative process across multiple stakeholders to prepare and finalize a deployment plan for the service area. These will include characteristics such as number of vehicles, hours of service, service area boundaries, wait time parameters, maximum detour time parameters, fares, and 100% on-demand vs. occasional scheduled stops at mobility hubs.

For this project, we propose a 10-week implementation schedule that aligns closely with Agoura Hills's desire to "go-live" as soon as possible. We note that in practice, this timeline typically depends on how fast Agoura Hills can reach contract award and Notice to Proceed, amongst other schedule factors. Our schedule should allow for sufficient time to identify challenges, refine service delivery, and overall provide for a successful launch.

Spare will complete full testing of the Agoura Hills's fleet within a live system to test real time functionality and to make any adjustments to the service, as needed, prior to service launch. We have allocated approximately 3 weeks to the testing period. Agoura Hills staff will receive two environments: one for testing and another for production throughout this process.

Activities related to refining Agoura Hills's existing service parameters for service areas will not be the main focus of the below planning and deployment plan but these discussions will be included in the kickoff meeting.

***Deployment Plan.** Spare and Agoura Hills will work closely from contract negotiations to post-launch to ensure a successful on-demand service. Please note that dates presented below are approximate and can be modified to align with Agoura Hills expectations.*

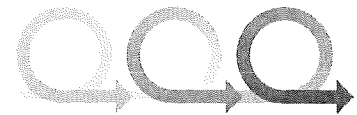
Project Phase	Core Activities	Key Deliverables
<p>Contract Negotiation</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien (Project Manager), Quinn Kliman (Operations Director) • Agoura Hills 	<p>Spare and Agoura Hills remain in close contact on any insights that may impact service(s) design and implementation.</p> <p>Finalize high-level scope of work and pricing.</p>	<p>High-level scope of work and pricing finalized.</p>
<p>Phase 1: Pre-Kickoff and Simulations</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Quinn Kliman • Agoura Hills 	<p>Overview training of Asana—Spare's project management tool.</p> <p>Agoura Hills will send background data and information such as shapefiles of zones and stop locations (if applicable) and existing simulation data (if any) necessary to build a transit simulation model.</p>	<p>Asana training for Agoura Hills staff.</p> <p>Exchange data / files (shapefiles, stop locations, and simulation data, if applicable).</p> <p>Confirm kickoff date.</p>
<p>Phase 2: Kickoff</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Quinn Kliman • Agoura Hills 	<p>Kickoff call to formally introduce team members, align on implementation objectives, challenges, requirements, approach, and timeline, and discuss Spare Realize simulation results (if applicable).</p> <p>Discuss marketing, community engagement and awareness (i.e. passenger survey), admin / operator contacts, and schedule recurring weekly meetings and offsite admin training for Agoura Hills staff. Discuss general and unique project priorities.</p> <p>Confirm whether on-the-ground discovery is necessary.</p>	<p>Kickoff call.</p> <p>Align on goals/objectives and challenges, project plan and timeline, and a high-level overview of the implementation process.</p> <p>Set recurring project meetings and outline next steps for the next 1-2 weeks.</p>
<p>Phase 3: Service Setup</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Quinn Kliman • Agoura Hills 	<p>Spare Operations staff will design and set up Agoura Hills 's first service.</p>	<p>End-to-end service(s) setup, from parameters, time rules and zones / stop locations through to fare and payments strategy, vehicle / rider setup, and rider app transition plan.</p>
<p>Phase 4: Training</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Fenella O'Brien • Agoura Hills 	<p>Spare will provide administrator training, driver training, booking agent training, and scheduler / dispatcher training using a "train the trainer" approach.</p>	<p>Instructional training for Agoura Hills administrators, drivers, and booking agents.</p>

<p>Phase 5: Marketing and Communications</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien • Spare Marketing Team, Niklas Mey • Agoura Hills 	<p>Conduct marketing kickoff to outline the marketing strategy to create buzz and adoption for Agoura Hills 's service existence and benefits for passengers.</p> <p>Agoura Hills and Spare will closely collaborate to identify the best of both marketing strategies for the service(s), and finalize an approach.</p>	<p>Service marketing strategy finalized, including an end-to-end passenger journey.</p> <p>Marketing campaign that targets potential passengers and spreads awareness about the service, its operational details, and benefits—all essential to a successful launch.</p> <p>Schedule recurring marketing meetings, as needed.</p>
<p>Phase 6: Testing</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Quinn Kliman • Agoura Hills 	<p>"Dry Run" to test all facets of Agoura Hills ' service prior to launch. Customer staff can familiarize with how the new system works and its workflows. It can also unearth questions about particular features, situations, and processes, prior to launch.</p> <p>Develop a field testing plan of the service technology and operational processes to identify improvement opportunities and risks.</p> <p>From Spare's experience launching services on multiple continents, dry runs during the testing phase have been a key factor for successful services.</p>	<p>Testing objectives / metrics, parameters, and schedule and role assignments determined.</p> <p>Comprehensive testing strategic plan document to use as baseline.</p> <p>Service Dry Run, including experiential training. By putting training into practice with real-life situations, Spare and Agoura Hills can better ensure all features, workflows and dependencies work as expected and features are configured appropriately.</p> <p><i>*Prior to dry run, Spare configures features according to requirements and goes into the dry run confident about the configurations.</i></p>
<p>Phase 7: Launch</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien, Quinn Kliman • Agoura Hills 	<p>The official Service Launch!</p> <p>In some use cases, a soft launch is a possibility, depending on the service's needs and requirements.</p>	<p>Service Launch!</p>

<p>Phase 8: Post Launch</p> <p>Responsible</p> <ul style="list-style-type: none"> • Spare Partner Success Team, Fenella O'Brien • Agoura Hills 	<p>Create weekly reports that include KPIs, analysis, and service improvement suggestions.</p> <p>Conduct post-launch onsite (as needed) or virtual training for new drivers, booking agents, admins, and other team members.</p> <p>3 to 6 months post-launch, conduct a post-launch optimization to re-optimize service(s) based on gathered data and feedback.</p> <p>Spare is committed to ensuring that every service launched on our platform is an unequivocal success. Our Partner Success team will host Quarterly Goal Reviews (QGRs) with our clients to examine the previous quarter's performance, successes, and challenges and set goals for the upcoming quarter. Leveraging QGRs will be vital to ongoing service success post-launch.</p>	<p>Spare Weekly Analyze Reports.</p> <p>Post-launch ongoing virtual training.</p> <p>Post-launch optimization (3 to 6 months following launch)</p>
--	---	--

2. Software: Maintenance and Upgrades

Agoura Hills will always receive the latest version of Spare’s SaaS platform throughout the entire contract duration. Spare does not operate on warranty—we continuously deliver software updates to our customers. We do this by only maintaining a single version of the software at any given time. By reducing the maintenance burden, Spare is able to deliver software faster and provide more value to our customers. SaaS facilitates remote application hosting and delivery, making this the key advantage of SaaS: painless application access. Customers who use SaaS have no hardware or software to install, maintain, or upgrade. Access to these applications is easy because Agoura Hills only needs an internet connection. These upgrades are included in our pricing and come at no additional cost.



3. Agoura Hills’s Role

Many of our successful implementations have been a result of close collaboration and clear expectations set out during the discovery planning phase. To minimize schedule risk, our Project Manager will work in tandem with Agoura Hills to ensure scheduled tasks are completed and key milestones are met. It is also Agoura Hills’s responsibility to devote time and resources to the execution of project/implementation tasks. However, many of the tasks are Spare-led and hosted, including progress meetings, so Agoura Hills’s startup efforts will be minimal. For this project, we anticipate Agoura Hills’s role to include the following:

- Provide a project manager to work in partnership with Spare’s project manager and coordinate with Agoura Hills’s internal teams
 - e.g. Help coordinate meetings, training sessions, and testing times
- Collect and provide information and guidance on:
 - Agoura Hills’s service needs, objectives, and business rules
 - Current-state internal processes
 - Internal materials and content

- Assist in the development of the project plan (Spare PM to lead) and in the assignment of task responsibilities
- Help ensure that tasks are completed correctly and on-time
- Assist in the development of new processes/workflows for Agoura Hills users
- Assist in the setup and configuration of Spare Platform
- Become knowledgeable about the platform and Agoura Hills’s service configuration

4. Training Program

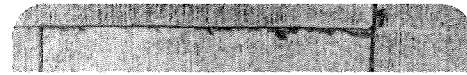
Implementing new software can be daunting. This is why Spare has an extensive and comprehensive training approach that includes five training modules: **Admin, Scheduler/Dispatcher, Driver, Customer Service Representative, and Data Analyst** that equip Agoura Hills’s leaders, team members, and end users across the executive, operations, customer service, and IT/business intelligence teams with the know-how to train others themselves.

Train-the-Trainer. Spare approaches all training with a train-the-trainer approach that can be customized to a transit partner’s needs. Our Partner Success team, led by your Project Manager, delivers all training either virtually or in-person. Spare provides comprehensive training reference materials for all of its training modules.

Training Material. Our training modules provide a range of resources and materials to help strengthen Agoura Hills’s knowledge of the Spare Platform. These include recorded training sessions, help articles (FAQa), training videos, and user guides. Spare is committed to providing the training our customer stakeholders need to be successful in their new workflows, without additional fees.

Project Home Page. Once onboarded with Spare, Agoura Hills and contractor staff will gain access to a Project Homepage. This shared homepage will serve as the ‘central source of truth’ for all aspects of the implementation and post-launch, so that relevant information, such as meeting notes, memos, recordings, reporting templates, and training material are accessible across all team members.

Training Modules. All core activities are completely self-serve.



Customer Homepage

This homepage will serve as the main point of reference for your team during your implementation as well as post-launch to provide any FAQs, documentation and resources.

- Current Objectives
- Current Action Items
- General Notes
- Team Contacts

Important Links

Spare Platform Organizations

- Production
- Testing
- Developer Portal

Asana Project Plans

- Phase 1 Project Plan
- Phase 2 Project Plan

Presentations

- Phase 1 Kickoff Presentation
- Phase 2 Kickoff Presentation

Memos

- Project Kickoff Meeting - February 22, 2022
- Project Status Meeting - March 16, 2022

Relevant Meeting Recordings

Here for more »

Other Documents

Here for more »

Reporting

Spare Reporting Forms

- Issue Report (Support Form)
- Spare Helpdesk Ticket Form
- Agoura Hills User Report Form
- Spare Product Feedback Form

Click on the "+" in the bottom left corner

Reporting Templates

- Mail Merge Spreadsheet
- Field Doc
- Helpdesk
- Field Doc
- Issue No Video
- Spontaneous Report
- Issue No Video

Training & Support

Help Docs

- Getting Started
- FAQs
- Spare API
- Spine API Integration Guide

Urgent Spare Platform Issues

Training Guides

- Booking Agent Guide
- Dispatcher Guide
- Dedicated Driver Guide

Training Videos

- User Role Training
- Booking Agent Training Video
- Dispatcher Training

Training Module	Module Description	Keys Skills Acquired
MODULE 1: Administrator	The administrator module will provide Agoura Hills with the holistic knowledge to successfully launch your service with Spare.	<ul style="list-style-type: none"> ● Live map and dashboards ● Creating and configure a new service

<p>Length: 2 hours</p> <p>Format: Remote or in-person</p> <p>Materials Available: Training Recording, Help Articles</p> <p>User Profile: Management, Administrator, Service Planner, IT staff</p>	<p>This module focuses on the setup and planning features of the platform customized to your objectives. The training also provides a general overview of the various features and functionalities of the platform so that administrators, planners, and management come away with a robust understanding of the platform's capabilities and possibilities.</p>	<ul style="list-style-type: none"> ● Setting up fares and payments ● Setting up dedicated and non-dedicated fleets ● Enable Rider Notifications ● Set up and restrict user permissions ● Scheduling and managing driver duties ● Managing rider and driver profiles ● Managing vehicles ● Data, analytics, and reporting
<p>MODULE 2: Dispatcher / Scheduler</p> <p>Length: 2 hours</p> <p>Format: Remote or in-person</p> <p>Materials Available: Training Recording, Training Video, User Guide, Help Articles</p> <p>User Profile: Management, Dispatcher, Scheduler</p>	<p>The dispatcher module provides an overview of managing the daily operations of your services and dealing with specific scenarios and procedures. The goal is to build effective workflows in the platform for the operations management team.</p> <p>Trainees will learn how to use all of the features of Spare Launch, including duty scheduling, driver management, dealing with and moving trips, and real-time operations monitoring. Trainees will also learn how to conduct data analysis, do deep dives, and create custom reports.</p>	<ul style="list-style-type: none"> ● Live map ● Creating dashboards ● Creating and duplicating driver duties ● Driver schedule optimization ● Managing driver duties and exceptions ● Rematching and managing trip requests ● Diagnosing operational problems ● Standard operating procedures and workflows ● Out-of-service vehicle procedures ● Setting up admin notifications ● Exception handling and processes ● Data, analytics, and reporting
<p>MODULE 3: Driver</p> <p>Length: 1 hour</p> <p>Format: Remote or in-person</p> <p>Materials Available: Training Recording, Training Video, User Guide, Help Articles</p> <p>User Profile: Dispatcher, Driver</p>	<p>The driver module empowers operators (dedicated / non-dedicated) to successfully use the Spare Driver App to pick up and drop off passengers while providing an exceptional experience.</p> <p>Several drivers, along with the trainer in-training, can be trained simultaneously during one training session. By the end of driver training, all operators will have a solid understanding of using the Spare Driver App and will then move on to practical training as</p>	<ul style="list-style-type: none"> ● Starting and ending a duty ● Performing pickups and dropoffs ● Reading trip information ● Trip navigation ● Dealing with no-shows and cancellations ● Hands-free notification and communication handling ● Emergency response management

	<p>part of Spare’s robust dry run testing plan. The app walkthrough covers normal operating procedures as well as procedures for dealing with unforeseen operational situations / issues. The driver(s) will also receive a PDF quick reference guide explaining common operational procedures, together with escalation policies.</p> <p>After a satisfactory level of training has been performed, the trainer will organize a full system dry-run with the driver(s), simulating foreseen and unforeseen situations, in order to test driver readiness.</p>	<ul style="list-style-type: none"> ● Exceptions handling and troubleshooting ● Managing “flag-down” trips (if applicable)
<p>MODULE 4: Customer Service Representative Length: 1 hour Format: Remote or in-person Materials Available: Training Recording, Training Video, User Guide, Help Articles User Profile: Booking Agents, Dispatcher</p>	<p>The booking agent module will provide customer service representatives (CSRs) with a full overview of how to manage trip requests and rider profiles. The training will also provide shortcuts to reduce time to book a call and basic troubleshooting techniques.</p> <p>Several CSRs, along with the trainer in-training, can be trained simultaneously during one training session. Training will include both demonstrative and interactive components. After training is complete, your Spare Project Manager, Fenella, will provide CSRs with access to the configured testing and training environment so that they can practice their new workflows ahead of dry run testing and go-live.</p>	<ul style="list-style-type: none"> ● Live map and dashboards ● Creating and managing rider profiles ● Creating and managing trips ● Creating and managing subscription trips ● Rider payments and Spare Pay IVR ● Rider reviews and handling complaints ● Rider notifications ● Trip investigations and analysis ● Exceptions handling and troubleshooting
<p>MODULE 5: Data Analyst Length: 1 hour Format: Remote or in-person Materials Available: Data and reporting help articles User Profile: Data analysts, reporting staff, IT/systems personnel, administrators</p>	<p>The data analyst module includes reviewing all metrics, data, reports, and charts in Spare Analyze. YInformation will be provided on how data is collected and how metrics are calculated and represented. Discussion on how to interpret the data, use the data, perform analysis of the data, and develop insights from the data is also an essential part of the training. Your trainer will explain what to look for and what to track. They will also provide insights as to what impacts each metric and what levers can be pulled, in the software and operationally, to affect each metric. Finally, this information can be used to develop plans to</p>	<ul style="list-style-type: none"> ● Review and define KPIs in: <ul style="list-style-type: none"> ○ Service analytics ○ Fleet analytics ○ Service reports ○ Fleet reports ● Discuss the KPIs and how they relate to your service goals ● Discuss what KPIs to track and set quantitative objectives (if not already set) ● Discuss how KPIs relate to one another, your service

5.

	<p>improve your metrics in order to achieve your service objectives.</p> <p>A full glossary of data definitions and calculations will be provided.</p>	<p>configuration, and your operational processes</p> <ul style="list-style-type: none">• Discuss any specific reporting needs (regulatory or otherwise)
--	--	---