

## REPORT TO CITY COUNCIL

**DATE:** JANUARY 24, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** STEPHANIE POZOS, MANAGEMENT ANALYST  
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

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

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On December 14, 2022, the City Council awarded a contract to Spare Labs, Inc. (Spare) to institute an enhancement to the existing transportation program. The enhanced on-demand service includes after-hours and later evening services. Residents and the general public can schedule rides using the mobile application "AH-GO" or by phone. Spare partners with Lyft, for dispatching and administration, and for the provision of vehicles/drivers, thereby providing a full turnkey system. The service also includes one dedicated wheelchair accessible vehicle (required for services using public transportation funding), provided by Ventura Transit Systems. The service offers an app-based appointment feature, as well as a standard telephone call-in feature. Spare and its partners oversee reservations, dispatching, and deployment of vehicles.

The implementation of the enhanced service has proven to be an effective measure in improving efficiency and significantly reducing wait times for ride requests. Not only does this efficiency foster a positive customer experience by minimizing wait times, but the enhanced service also surpasses conventional methods by offering an easy user experience characterized by seamless booking via the mobile app.

On October 25, 2023, the City Council approved continuing the service with a few modifications including adjusting the service hours to the following:

Thursday through Saturday  
2:00 p.m. to 10:00 p.m.  
Sunday and Monday  
8:00 a.m. to 4:00 p.m.

Hours can be modified based on actual usage and budget availability.

The agreement with Spare will be a two-year agreement, with a one-year extension option. The estimated cost for this enhanced service is a not-to-exceed of \$770,000 for the two-year term, which will be funded through Proposition A Transportation funding.

This item has been reviewed and discussed previously with the Community Services Subcommittee and City Council.

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

### **FISCAL IMPACT**

There is no additional fiscal impact to the City Council 2023-24 Adopted Budget, as funds were appropriated for the Dial-A-Ride service in the Proposition A – Transportation Contract Services account, 060-4530-552080.

### **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the Agreement for Contractor Services with Spare Labs, Inc.;
2. Authorize the Mayor to sign the agreement on behalf of the City Council; and
3. Authorize the City Manager to approve a one-year extension to this agreement, if needed.

Attachments: Agreement for Contractor Services

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  
Vancouver, BC, V6C 1 B4  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Stephanie Pozos  
COMMENCEMENT DATE: January 24, 2024  
TERMINATION DATE: January 24, 2026  
CONSIDERATION: Contract Price  
Not to Exceed: \$770,000

**ADDITIONAL SERVICES** *(Describe Services, Amount, and Approval):*

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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 LABS INC.**

**THIS AGREEMENT** is made and effective as of January 24, 2024, 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**

On December 15, 2022, Contractor and the City of Agoura Hills entered into that certain Agreement entitled "Agreement for Contractor Services between the City of Agoura Hills and Spare Labs Inc.". The parties intend to replace the 2022 Agreement with this Agreement as of the date first written below and hereby terminate the 2022 Agreement and amendments related to said 2022 Agreement.

This Agreement shall commence on January 24, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 24, 2026, 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.

**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 Seven Hundred Seventy Thousand Dollars and Zero Cents (\$770,000) ("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 ten (10) 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 for cause 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 therefrom 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.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

**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-contractors 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.

Contractor will include in its agreements with Contractor's contracted transit providers and subcontractors, language that is identical or substantially similar to the language in subsections A, B and C of this Section 10, and applicable to such contracted transit providers and subcontractors.

## **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 subcontractors, 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: \$2,000,000 per accident for bodily injury and property damage for all activities of the 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-contractors 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. As between Contractor and the City, the City shall, respectively, own all right, title and interest in and to the "the City Data", being all data entered by end users through the Contractor's Software as a Service platform (for the purposes of this Section, the "Platform"), or otherwise made accessible by the City to Contractor pursuant to this Agreement. Contractor is provided a limited license to access City Data for the sole and exclusive purpose of providing the required services ("Services"), including a license to collect, process, store, generate, display and use City Data only to the extent necessary in the providing of the Services. Contractor shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services in accordance with this Agreement and applicable law; (c) allow access to City Data only to those employees, agents, or sub-contractors of Contractor who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Contractor's own purposes or for the benefit of anyone other than City without City's prior written consent

D. All drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data (other than the City Data) and products ("Work Products") prepared or assembled by Contractor or obtained from others by Contractor in connection with the services provided under this Agreement shall be the property of Contractor. Contractor may use its own previously developed data, documentation, software, concepts, materials, or information, in whatever form, or develop the Work Products in performing its services for the City hereunder.

E. Contractor shall own and retain all right, title and interest in and to (i) the Platform (other than the City Data) and the supporting software, all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with providing the Platform or support, and (iii) all intellectual property rights related to any of the foregoing. No rights are granted to the City hereunder other than as expressly set forth herein.

F. Notwithstanding any other provision to the contrary in this Agreement, Contractor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the

Platform and related systems and technologies, including, without limitation, aggregated or anonymized information derived from the City Data (together, "Learning Data"). Contractor shall hold all right, title and interest to Learning Data and, without limiting such ownership, will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Platform or the services provided hereunder and for other development, diagnostic and corrective purposes in connection with the Platform and other Contractor offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business (including without limitation for marketing and sales purposes). Notwithstanding the foregoing, Contractor may not use, share, disseminate or sell Learning Data or any other aggregated data derived from City Data, unless it has been made "anonymous" using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

G. The City hereby covenants that they will not, directly or indirectly, jointly or severally: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the services provided hereunder or any software, documentation or data related to the Platform ("Software"); modify, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted in writing by Contractor or authorized within the Platform); use the Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

H. The City shall, respectively, comply with all applicable local, municipal, provincial, federal and foreign laws in using the Platform. In providing the Services, the Contractor shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

I. The City is solely responsible for (i) unless otherwise agreed in writing between Contractor and the City, providing terms of service and privacy policy in respect of use of the Platform by the City's end users (which shall be an agreement solely between the City and such end user); and (ii) obtaining the requisite permission, consent or other lawful basis from or in respect of end users for the use, storage and processing of their personal information by Contractor through the provision of the Platform or services provided hereunder, to the extent required by applicable laws.

J. Should the Platform or services provided by Contractor via the Platform (for the purposes of this paragraph, the "Platform Services") become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Contractor will provide written notice to the City of the circumstances giving rise to such claim or likely claim. In the event that the City receives

notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Platform or Platform Services, the City will forthwith provide Contractor with notice of such claim or threat. Following receipt of such notice, Contractor will either (at Contractor's sole election) (i) procure for the City the right to continue to use the affected portion of the Platform or Platform Services, or (ii) replace or otherwise modify the affected portion of the Platform or Platform Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Platform or Platform Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Platform or Platform Services' functionality. If none of the foregoing options is reasonably acceptable to the City, the City will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

K. Any and all cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. The Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section.

L. Where an end user is required to "click through" or otherwise accept or be made subject to any online terms and conditions not expressly referenced herein, in accessing or using the Services or the Platform, such terms and conditions are not binding and shall have no force or effect as to this Agreement.

M. In the event of any act, error or omission, negligence, misconduct, or breach by Contractor, or its employees, agents, or sub-contractors that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable: (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; and, (c) in the case of personally identifiable information ("PII"), at City's sole election, either (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82 and Section 1798.100, et seq., or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City for any costs in notifying the affected individuals.

N. Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the



proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program used to protect City Data be less stringent than the safeguards used by Contractor for its own data.

O. If the Services include handling credit card information, then the Contractor shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Contractor agrees and warrants that it is responsible for the security of "cardholder data" that Contractor possesses, stores, processes or transmits on behalf of the City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of the Contractor to maintain compliance with provisions of the PCI-DSS applicable to the Services.

P. Contractor agrees to indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers ("Indemnitees") from and against any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States patent, copyright, trade secret, trademark, or other proprietary right, provided Contractor is promptly notified of any and all such claims and liabilities and is given reasonable assistance and the opportunity to assume sole control over defense and settlement of any such claim or liability. For greater certainty, Contractor will not be liable for any settlement it does not approve in advance in writing. In the event that Contractor is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Contractor shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and are able to be used by City; or, (c) in the event that Contractor is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Contractor shall reimburse to City all prepaid, unused fees. For greater certainty, the foregoing obligations do not apply with respect to portions or components of the Services: (i) not supplied by Contractor or its employees, agents, or sub-contractors in the provision of the Services; (ii) made in whole or in part in accordance with City specifications; (iii) that are modified after delivery by Contractor; (iv) combined by the City with other products, processes or materials where the alleged infringement relates to such combination; (v) where City continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) where City's use of the Services is not strictly in accordance with this Agreement.

## **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  
Attention: 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**

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Illece Buckley Weber,  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

Date Approved by City Council: \_\_\_\_\_

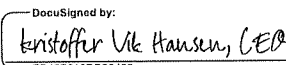
APPROVED AS TO FORM:

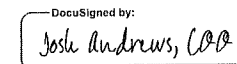
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Candice K. Lee,  
City Attorney

**CONTRACTOR**

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

By:   
Name: Kristoffer Vik Hansen, CEO  
Title: CEO

By:   
Name: Josh Andrews, COO  
Title: COO

**[Signatures of Two Corporate Officers Required]**

## EXHIBIT A

### TASKS TO BE PERFORMED

***The specific elements (scope of work) of this service include:***

Spare will provide a complete solution for transportation-as-a-service (TaaS) service to the City of Agoura Hills trips to augment the City's existing Dial-A-Ride program. Spare shall provide, through its contracted transit operators/subcontractors, operations management at a level sufficient to oversee the performance of the services required under this Agreement. Spare and its contracted transit operators/subcontractors will comply with local, state, and federal laws in providing the services.

This includes the Software as a Service platform (SaaS), to manage, dispatch, handle all bookings and scheduled transportation as well as contracting with Ventura Transit Systems 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.

Providers for dedicated and non-dedicated vehicles may be changed/replaced, if mutually agreed by City and Contractor.

Service Term: Two (2) Years, starting on January 24, 2024, and ending on January 24, 2026.

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 handles all service complaints originating from eligible riders and shall be handled in strict accordance with City standards of response and the obligations of Spare's contracted Transit Operator/Subcontractor. In the event that Spare is unable to satisfactorily resolve the complaint or the complaint involves an issue outside the scope of this Agreement, Spare shall refer the complaint to City for resolution.

7. Spare Open Fleets to directly integrate with Lyft network
8. Spare Driver app required to be available in all dedicated vehicles and utilized by the drivers
9. Spare Platform administration panel
10. System administrator training
11. Spare Open API
12. 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>
13. 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.
14. 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: 2:00 pm to 10:00 pm.  
Sunday and Monday: 8:00 am to 4:00 pm.

Holiday Hours to be determined by City

Total Hours: Approximately 40 hours per week for dedicated vehicles.

The City will determine the service schedule, including reducing or eliminating service hours because of holidays, local events, budget availability, or other factors. City must provide 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 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

The Contractor will be held to the following minimum service standards.

1) On time performance for trips requested by app or phone:

- 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.
- 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 3<sup>rd</sup> 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 15<sup>th</sup> of the following month.

5) \$250 for each full shift missed. A typical shift is defined as 8 hours on Thursday, Friday, Saturday, Sunday, Monday. 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 BELOW FOR PAYMENT RATES AND SCHEDULE. NOTE THAT ALL AMOUNTS ARE LISTED IN U.S DOLLARS.**

Product	Quantity	Rate	Amount	Frequency	Base or Optional	Starting Period	Ending Period	Initial Invoice Date	Notes
Spare Base Platform Fee	1	\$75.00	\$75.00	Monthly	Base	2025-01-24	2026-01-24	2025-01-24	
Dedicated vehicle fee - Each Vehicle (minimum 1)	1	\$25.00	\$25.00	Monthly	Base	2025-01-24	2026-01-24	2025-01-24	
Vehicle package - Each Vehicle (minimum 1)	1	70.00	70.00	Monthly	Base	2025-01-24	2026-01-24	2025-01-24	
Notifications Package Pro	1	1,000.00	1,000.00	Monthly	Optional	when added	2026-01-24	when added	
Spare Open Fleet Mobile Fee	1	1,000.00	1,000.00	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	
Open Fleet Dispatch Fee - Each Lyft trip request	140	1.40	210.00	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	assuming 140 Lyft rides per month
Passthrough Lyft ride fees	140	14.29	2,000.00	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	Lyft fees are passthrough for budget each Lyft ride is assumed to be \$14.29 each and it assumed to be 140 Lyft rides per month
Spare Call Center - Up to 240 minutes per month	1	\$87.50	\$87.50	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	
Spare Call Center - Overage rate after 240 minutes per month	1	2.25	2.25	Monthly	Optional	when added	2026-01-24	when added	
WAV (Wheelchair Accessible Vehicle) - Per hour per vehicle	173.33	95.00	16,466.35	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	All WAV vehicle fees are passthrough fees. Based on quote Spare needed for 2000 hours (assumed 173.33 hours per month) from dedicated vehicle provider. All 2000 Spare cost vehicle fees are passthrough fees. Based on quote Spare needed for 2000 hours (assumed 173.33 hours per month) from dedicated vehicle provider.
Road Supervisor - per hour per vehicle	173.33	29.20	5,060.97	Monthly	Optional	when added	2026-01-24	when added	
Spare Toolkit Management Fee	1	15%	3,229.64	Monthly	Base	2024-01-24	2026-01-24	2024-01-24	15% management fee is added on top of WAV vehicle fees and Road Supervisor fees if applicable. Management fee remains at 15% throughout the term of the agreement.
			<b>Year 1 Not To Exceed Total:</b>			<b>373,046.50</b>			
			<b>Year 2 Not To Exceed Total:</b>			<b>391,698.92</b>			

Note:

- Road Supervisor role is offered to the City as an option in the service provided.
- Road Supervisor can be added by City at any time during the term of the agreement, when City Staff determine it is needed.
- Road Supervisor cost is based on actual usage at a minimum of 40 hours per week.
- Notifications Package Pro is offered to the City as an optional product and can be added by the City at any time, when City Staff determine it is needed.
- 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 Open Fleet Dispatch Fee to be billed monthly based on actual usage.
- Pricing for Wheelchair Accessible Vehicle (WAV) to be billed monthly based on actual usage.
- Total number of hours billed for WAV are subject to change, including reducing or eliminating service hours because of holidays, local events, budget availability, or other factors.



1177 West Hastings Street, Suite 200, Vancouver, BC V6E 2K3  
T. (604) 669-9600 | 1 (866) 669-9602 | F. (604) 683-9316

CERTIFICATE OF INSURANCE  
No. SPARLAB-23-037REV2

This is to certify to: **City of Agoura Hills**  
**Att: City Manager**  
**30001 Ladyface Court**  
**Agoura Hills, CA 91301**

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **Spare Labs Inc.**  
Address: **Suite 810 - 815 West Hastings Street, Vancouver, BC V6C 1B4**  
Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:

**Evidence of Insurance**

Type	Insurer(s)	Policy Number	Policy Period from (mm/dd/yyyy) to (mm/dd/yyyy)	Limit of Insurance
<b>Commercial General Liability</b> Occurrence Basis, includes Premises and Operations Liability;Hired & Non Owned Automobile Liability; Personal & Advertising Injury; Primary & Non-contributory; Separation of Insureds; Broad Form Property Damage; Abuse Liability; Contractual Liability where required by written contract; General Aggregate applies only to Products and Completed Operations and Abuse Liability. <u>Deductibles:</u> \$1,000	Intact Insurance Company—100%	172-2572	02/27/2023 to 02/27/2024	USD 2,000,000 Bodily Injury and Property Damage—each Occurrence
				USD 2,000,000 Personal and Advertising Injury—each Occurrence
				USD 2,000,000 Products and Completed Operations—Annual Aggregate
				USD 2,000,000 Non-Owned Automobile Liability—each Occurrence
<b>Technology Services - Professional and Cyber Liability</b> Claims Made <u>Deductibles:</u> \$25,000 All Claims Except \$10,000 Computer & Funds Transfer Fraud; \$10,000 Telecommunications Theft	Intact Insurance Company—100%	172-2572	02/27/2023 to 02/27/2024	USD 2,000,000 Error & Omissions Liability—each Claim and Annual Aggregate
				USD 2,000,000 Information Risk Liability—each Claim and Annual Aggregate
				USD 2,000,000 Communications Liability—each Claim and Annual Aggregate
				USD 2,000,000 Privacy Administration Proceeding, Fines and Consumer Redress Liability—each Claim and Annual Aggregate

**Additional Information:**

Additional Insured(s) added to the Liability policy(ies), but only with respect to liability arising out of the operations of the Named Insured as it relates to the activity to which this certificate applies: **City of Agoura Hills, its officers, employees and volunteers**

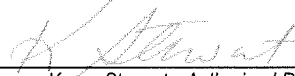
Should one of the above-noted policies be cancelled on or before the expiry date shown, the Insurer(s) will endeavour to provide 30 days' written notice to the Certificate Holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

**BFL CANADA Risk and Insurance Services Inc.**

Signed in Vancouver, BC on January 16, 2024

Per:   
Karen Stewart - Authorized Representative