

**CITY OF COACHELLA
RIDESHARE SERVICES AGREEMENT**

This Rideshare Services Agreement (“Agreement”) is made and entered into this 26th day of July, 2023 (“Effective Date”) by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California (“City”) and The Latino Equity Advocacy and Policy Institute, with its principal place of business at 1515 E. Divisadero Street, Suite 108, Fresno, California 93721 (“LEAP”). City and LEAP are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the City received an Affordable Housing and Sustainable Communities (“AHSC”) Program grant award from the California Department of Housing and Community Development (“HCD”) to, among other things, purchase 40 vans for the use by CalVans to provide vanpool services throughout Riverside County and memorialized in Standard Agreement Number 19-AHSC-12800 (the “Standard Agreement”) and the Affordable Housing and Sustainable Communities Program Disbursement Agreement dated September 21, 2020 (the “Disbursement Agreement”). Copies of the Standard Agreement and Disbursement Agreement are on file with the City and are incorporated herein by this reference.

WHEREAS, LEAP provided to the City an updated proposal dated August 31, 2022 (“Proposal”) to operate a new rideshare service in lieu of the City purchasing 40 vans for the use by CalVans to provide vanpool services throughout Riverside County. A copy of the Proposal is attached hereto **Exhibit “A”** and incorporated herein by this reference.

WHEREAS, on September 2, 2022, the City requested HCD’s approval to change the scope in the Standard Agreement from the purchase of 40 vans for the use by CalVans to provide vanpool services throughout Riverside County to the purchase of 17 Model Y Teslas (“Teslas”) for use by LEAP to provide car share services throughout Riverside County. HCD approved this request. A formal authorization letter from HCD approving the rideshare program using the Teslas was provided to the City on May 11, 2023.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by City and LEAP as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.
2. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect for eight (8) years (the “Term”), unless terminated earlier in accordance with this Agreement.
3. City Services. City will perform the following services:

3.1 Contingent on City receiving grant funding under the Standard Agreement and Disbursement Agreement, City will purchase the Teslas. City intends to purchase 17 Teslas; however, the number of vehicles ultimately purchased will be dependent on the amount of grant funding received and the price of the vehicles at the time of purchase.

3.2 Following the purchase of the Teslas, City will transfer title of the Teslas to LEAP.

4. Obligations of LEAP. LEAP agrees to perform the following Services during the Term of this Agreement:

4.1 LEAP shall provide Scope of Services listed in **Exhibit “B”** for the Term of the Agreement (the “Services”).

4.2 LEAP shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, laws, ordinances, and regulations in any manner affecting the performance of this Agreement, including, but not limited to, the Standard Agreement and Disbursement Agreement.

4.3 At the end of the Term, LEAP shall transfer title of the Teslas back to the City and return the Teslas to the City, unless other arrangements are agreed to in writing by the Parties.

4.4 LEAP’s rates are as set forth in **Exhibit “C”** Background and Rates. Should LEAP make any adjustments to the rates identified in Exhibit “C,” LEAP shall provide ten (10) business days’ advance notice of the rate adjustments to the City.

5. Termination.

5.1 City may terminate this Agreement at any time by giving notice to LEAP of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. On or prior to the termination date, LEAP shall transfer title of the Teslas back to the City.

5.2 If through any cause LEAP ceases to utilize the Teslas as required by this Agreement prior to end of the Term or fails to abide the obligations in this Agreement, the City may terminate this Agreement for cause. Within thirty (30) days of such termination (including the effective termination date), LEAP shall, at the sole discretion of the City, either return the Teslas to the City, or pay to the City the greater of the fair market value (i.e. Blue Book or similar) of the Teslas on the termination date or the total amount of funds sought from the City by HCD pursuant to the Standard Agreement and Disbursement Agreement.

5.3 City may terminate this Agreement immediately upon written notice to LEAP in the event LEAP makes an assignment for the benefit of creditors (excluding an assignment allowable per the terms of the Assignment clause contained in this Agreement), files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. In this instance, LEAP will transfer title of the Teslas back to the City within ten (10) calendar days of the City’s notice of immediate termination.

6. Standard of Care; Performance of Employees. LEAP shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. LEAP represents and maintains that it is skilled in the professional calling necessary to perform the Services. LEAP warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services. Finally, LEAP represents that it, its employees, and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature, including criminal background checks that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

7. Indemnification. To the fullest extent permitted by law, LEAP shall defend (with counsel of City's choosing), indemnify and hold the City, HCD, their elected officials, appointed officials, officers, employees, volunteers, and agents free and harmless from any and all claims, actions, suits, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of LEAP, its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement or use of the Teslas, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses. LEAP's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by LEAP, the City, HCD, or their officials, officers, employees, agents, or volunteers. This provision shall survive termination of this Agreement.

8. Insurance. LEAP shall take out and maintain:

8.1 Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/\$4,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01.

8.2 Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$2,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto).

8.3 Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence.

8.4 Professional Liability (Errors and Omissions) Insurance, if required by the City, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the City.

Defense costs shall be payable in addition to the limits. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by City. LEAP shall add City, HCD, their officers, officials, employees, agents, and volunteers as additional insureds on

LEAP's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, HCD, and their elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow LEAP or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by LEAP shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it.

9. Records/Documents. LEAP shall keep such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to this Agreement ("Books and Records") for three (3) years following completion of the Agreement. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City shall have full and free access to such Books and Records at all times during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. In addition, on a monthly basis, LEAP shall provide data generated by the Program to the City, pursuant to Exhibit "A" Scope of Services, attached hereto and incorporated herewith. City will retain the right to request Program data after the Term of this Agreement expires.

10. Written Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Manager

LEAP:

LEAP Institute
1515 E. Divisadero Street, Suite 108
Fresno, CA 93721
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and the Parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action.

12. Independent Contractor. The Parties agree and intend that City and LEAP are independent entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them, except as may be agreed to

expressly by this Agreement. Each Party shall perform their services hereunder in an independent capacity and not as an employee or agent of the other Party.

13. Amendments. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

14. Assignment. Neither Party may assign or transfer its respective rights or obligations under this Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

15. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

17. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, shall survive any such expiration or termination.

18. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO RIDESHARE SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND LEAP**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first herein above written.

CITY OF COACHELLA

THE LEAP INSTITUTE

Approved By:

Dr. Gabriel D. Martin
City Manager

By: _____
Reynaldo Leon
Executive Director

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT “A”
PROPOSAL

Purchase of 17 Model Y Teslas for use by The LEAP Institute to provide rideshare services

Address: Throughout Riverside County

Total GHG Reductions: 8,942.69

Budget: \$1,160,000

Service offering: Ridesharing trips throughout the community for a variety of uses including employment, doctor visits, commute to school, etc. Services are available from on-demand application.

EXHIBIT “B”

SCOPE OF SERVICES

The Services include, but are not limited to, the terms in the Proposal and the following:

1. General Scope. LEAP will design, launch, operate, market, and maintain a rideshare program that will operate throughout Riverside County (“Program”).
2. Program Management. LEAP will take responsibility for Program management on a continuous basis during the Term. LEAP will designate a Program Manager who will serve as the City’s primary point of contact. The Program Manager will appoint members to the Program Team to handle operations, dispatch, driver onboarding, driver management, fleet maintenance, marketing, and data analytics.
3. Service Parameters.
 - 3.1 Scheduling: LEAP will develop a rideshare system and schedule that will include numerous systems for different types of rides including “Van-pool” for work, rideshare for education (college or university), non-emergency medical (NEM), pharmacy, other health related, social services, groceries, and recreation. The schedule will be influenced by riders’ needs as they will, essentially, “dial-a-ride” unless they are using a pre-schedule periodic “Van-Pool” service for workforce, recreation or education.
 - 3.2 Service Days/Hours: Rideshare services will operate from _____ to _____, seven days a week.
 - 3.3 Ride pricing. Rates are described in Exhibit “C” attached to and incorporated with this Agreement.
 - 3.4 Maintenance: LEAP will be solely responsible for all maintenance of the Teslas, including obtaining and maintaining insurance on all of the Teslas.
4. Customer and Driver Support. LEAP shall provide high-quality customer service to Program customers and drivers during the Term. If an issue arises for a customer or driver before, during, or after a ride, these parties will be able to reach LEAP staff by text message in real time, or by submitting an email ticket, which will be replied to promptly by LEAP staff. Upon request by the City, LEAP shall create for the City a periodic reporting system of customer service events.
5. Marketing & Promotions. LEAP shall work closely with the City, other local partners, institutions, agencies, and leaders to create a unified marketing and promotional program that increases community awareness of the Program and maximizes its success. The City will cooperate with LEAP in all respects and support LEAP’s team by providing useful local insights, and leveraging existing marketing platforms to amplify the Program. More specifically, LEAP will distribute flyers, posters and brochures and will conduct various earned media hits through publications, radio and television. Social media apps and tools will be utilized as well as mailings to the over 500 residents engaged during the process of the Coachella and Mecca Transportation

Needs Assessment. LEAP will work closely with its communications and marketing consultants, Tzunu Solutions, who will help with the above-mentioned marketing and promotional activities and a launch event.

6. Primary and Backup Drivers. LEAP will recruit, train, and certify numerous ‘Green Raiteros,’ most likely retired farmworkers, students (21+) and under-employed adults. LEAP will strive to have at least two drivers certified per vehicle.

7. Tesla Overnight Parking. LEAP will park the Teslas overnight at a publicly-owned property that is gated, well lit and has potential for the installation of EV Chargers. LEAP will work with partner corporations to acquire and install Level 2 EV Chargers. LEAP will also help recruit Coachella area residents to participate in its California Energy Commission sponsored EV Charger Maintenance and Installation Certification Courses.

8. Park and Ride and Transit Hub Information. In coordination with the City and with input from residents, LEAP will identify the best locations for safe group pick-ups and drop offs. LEAP will provide instructions to drivers about the importance of safe pickups and drop-offs that comply with all applicable traffic laws. LEAP may also provide door-to-door services for the more vulnerable participants in the community.

9. Data Sharing & Reporting.

Each month, LEAP shall share with the City a collection of data generated by the Program so that City can use to monitor and test the benefits and efficacy of the Program. No personal identifiable information shall be provided to the City. This data will include:

- Individual ride data (anonymized)
 - Requested Origin
 - Requested Destination
 - Number of passengers
 - Time and length of ride
 - Fare paid
- Aggregated service data (for a given period):
 - Completed Rides
 - Active Drivers
 - Driver Hours
 - Utilization (rides per vehicle per hour)
 - Average trip duration (minutes)
- Performance standards (for a given period):
 - Average ETA to pick-up
 - % of on-time rides
 - % completed rides
 - Rider satisfaction metrics
 - Historical trends (over longer periods)
 - Overall ride volume/growth
 - Top requested origins and destinations
 - Demand ‘heat maps’

This data shall be made available in formatted numerical and graphical reports.

**EXHIBIT “C”
LEAP BACKGROUND AND RATES**

Membership Monthly Rates:

\$100 at \$0.25 per mile

\$50 at \$0.50 per mile

\$10 at \$2.00 per mile

All non-emergency medical through LEAP’s partner, American Logistics, is free to the clients.