

H-TAG PILOT PROGRAM AGREEMENT
*This Agreement is not effective unless and until reviewed
and executed by the Department of For-Hire Vehicles*

(APPLICANT NAME AND ADDRESS)

WHEREAS the Department of For-Hire Vehicles (“Department” or “DFHV”) has the exclusive authority to issue taxicab vehicle licenses in the District of Columbia pursuant to the District of Columbia Taxicab Commission Establishment Act of 1985 (“Establishment Act”), effective March 25, 1986 (D.C. Law 6-97; D.C. Official Code §§ 50-301.07(c) (2) (3), (7), (10), (19), and (20), 50-301.02, 50-301.13, and 50-301.19 (2014 Repl. & 2016 Supp.);

WHEREAS, the applicant (“Applicant”) has applied to receive a DFHV vehicle license and corresponding H-tags from the Department of Motor Vehicles (“DMV”) as part of the H-tag Pilot Program (“Program”);

NOW, THEREFORE, in consideration of the mutual promises of the Department and Applicant (“the Parties”), the Parties hereby agree as follows:

Section I. Period of Agreement; Termination

This Agreement applies to the period beginning as of _____, 2018 (“Effective Date”). This Agreement shall be effective as of the Effective Date and shall remain in effect indefinitely or until it is terminated by the Department for breach of the Agreement. A determination of whether there has been a breach of the Agreement shall be at the Department’s sole discretion.

Section II: Program Requirements

- (1) Applicants shall be in, at the time of application, and remain, throughout the program, in good standing with the Department, including in full compliance with District law and all Department regulations and administrative issuances.¹
- (2) Applicants who are approved for participation in the Program (“Selectees”) shall submit to DFHV, within 10 business days of approval, all required fees and paperwork that are required to receive a vehicle license and corresponding H-tags from DMV. Selectees are charged with notice of any and all requirements for receiving H-tags and should contact DFHV’s Office of Client Services or their assigned account manager with any questions.
- (3) In order to join and remain in the Program, Selectees must place a vehicle into active taxicab service that is compliant with Title 31 of the DC Municipal Regulations with respect to age, mileage, and vehicle condition. If a previously compliant vehicle becomes noncompliant during the course of a Selectee’s participation in the Program, Selectees must

¹ See H-tag Pilot Program, AI-2018-02, available at https://dfhv.dc.gov/sites/default/files/dc/sites/dc%20taxi/page_content/attachments/Administrative%20Issuance%20-%20AI-2018-02.pdf.

replace the vehicle promptly with one that is compliant or face expulsion from the Program and revocation of the vehicle license.

- (4) Selectees, for a period of two (2) years, in exchange for being granted a DFHV vehicle license, agree to participate in any and all DFHV initiatives as communicated to Selectees by DFHV. These include, but are not limited to, DFHV's Microtransit, Neighborhood Ride Service, Vehicles -on-Demand, Non-Emergency Medical Transportation, CFSA Education First, and Veterans Transportation Programs, as well as any other pilot program developed and implemented by DFHV and communicated to Selectees by DFHV.
- (5) Upon approval for the Program, Selectees will be assigned a DFHV account manager who will communicate directions and oversee Selectees' compliance with the Program. Selectees are charged with full understanding and knowledge of the requirements of any DFHV pilot program currently underway and should direct any questions they may have on such programs to their account manager.
- (6) If a Selectee's participation or involvement in any of the programs identified in Section II(4) is sought by DFHV, the Selectee will be contacted by their DFHV account manager along with specific instructions and a timetable by which compliance or involvement in the program must be met.
- (7) A Selectee's failure to follow the reasonable instructions of his or her assigned DFHV account manager is grounds for expulsion from the Program.

Section III. Reporting Requirements

- (1) Selectees shall satisfy all reporting requirements communicated by Department representatives. The form, formatting, and frequency of any reporting shall be at the sole discretion of the Department.

Section IV. Records Maintenance and Inspections

- (1) Records Maintenance: Selectees shall retain all records relating to this Agreement for two (2) years. In addition, records resulting from the resolution of any audit or finding shall be maintained for a period of not less than three (3) years after resolution of the finding. The Selectee shall be required to make available, upon request, for at least three (3) years after the end of Program Period, files and records that will assist the District in assessing compliance with the Agreement.
- (2) Records Inspections: Selectees shall, upon the Department's request, provide the Department with any records necessary to ensure compliance with this Agreement.

Section V. Performance Evaluation and Monitoring

- (1) The Department may conduct evaluations and perform monitoring to ensure compliance with this Agreement at such times and with such frequency as it deems appropriate, in its sole discretion.
- (2) If the Department finds any deficiencies during its evaluation or monitoring, the Department may issue a written finding of deficiencies to the Selectee along with a demand to cure the deficiencies by a specified date. If the Selectee does not cure the deficiencies by the date specified, the Selectee shall be considered in default and the Department shall have the right to terminate this Agreement as provided in Section VII.

Section VI. Non-Discrimination

In the provision of goods or services associated with the Program, the Selectee shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. In addition, the Selectee shall not engage in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*).

Section VII. Default; Remedy; Non-Wavier

- (1) Any failure by the Selectee or its agents to comply with any of the terms or conditions of this Agreement or to comply with all applicable District and federal laws and regulations, as such failure is determined in the sole and reasonable discretion of the Department, shall constitute a default of this Agreement.
- (2) In the event of a default, the Department may provide to the Selectee written notice of the default, along with a demand to cure by a date established in the Department's sole and reasonable discretion, but in no event less than ten (10) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, the Selectee shall cease operations and shall uninstall advertising units within ten (10) business days.
- (3) No delay or omission of the Department or the District to exercise any right, power, or remedy accruing upon the happening of a default shall impair any such right, power, or remedy or shall be construed to be a waiver of, or acquiescence to, any such default.

Section VIII. Freedom of Information Act Notice

- (1) The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 *et seq.*) ("FOIA") provides that "any person has a right to inspect, and at his or her discretion, to copy any public record" except as expressly exempt by the Act. A "public record" has been defined by Section 2(13) of the

District of Columbia Public Record Management Act of 1985, effective September 5, 1985 (D.C. Law 6-19; D.C. Official Code § 2-1701(13)) as “any document, book, photographic image, electronic data recording, electronic mail, paper, video recording, sounding recording, microfilm, computer disk, or other material, regardless of physical form or characteristic, that documents a transaction or activity made, received, or retained pursuant to law or in connection with the transaction of public business by any officer or employee of the District.”

- (2) Selectee acknowledges and agrees that all information and documentation submitted to the District pursuant to this Agreement, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request and the District shall have no liability related to such disclosure.

Section IX. Notices

All notices required under this Agreement shall be sent by U.S. Mail to the following addresses:

As to Selectee:

Name:

Address:

Email:

As to the Department:

Via US Mail:

Department of For-Hire Vehicles
2235 Shannon Place, SE
Suite 2001
Washington, DC 20020
Attn: Kim Davis (or designee)

Via email: Kim.davis@dc.gov

Section X. Indemnification

The Selectee, for itself and any successors and assigns, hereby agrees to and shall hold harmless and indemnify the District from and against any and all losses, claims, or injuries arising from Selectee’s performance under this Agreement.

Section XI. Insurance

The Selectee shall comply with all applicable local and federal insurance requirements.

Section XII. Modification

The terms and conditions of this Agreement may not be modified, waived, or terminated, in whole or in part, unless agreed to in writing by the Parties.

Section XIII. Non-Waiver

None of the terms and conditions contained in this Agreement shall be considered abrogated or waived by reason of any failure or refusal by the Department to enforce the same.

Section XIV. Applicable Law

The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia. Any disputes arising hereunder between the Parties shall be resolved by and jurisdiction shall be exclusively in the courts, state and federal, of the District of Columbia.

Section XV. Severability

In the event that any provision of this Agreement is held to be unenforceable by a court with competent jurisdiction, all remaining provisions of this Agreement shall be valid, binding, and enforceable against the Parties.

Section XVI. Assignability

This Agreement shall not be assignable by either party.

Section XVII. Total Agreement

This Agreement constitutes the total and entire agreement between the Parties. All previous discussions, writings, and agreements are merged herein.

AGREED TO AS TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT

This Agreement is not effective unless and until reviewed and executed by the Department.

[Signatures on next page]

Selectee:

Signature of Selectee: _____ Date: _____

Print Name: _____

Department:

DEPARTMENT OF FOR-HIRE VEHICLES

By: _____ Date: _____

Print Name: _____