

COORDINATION AGREEMENT

between

**THE SONOMA COUNTY TRANSPORTATION AUTHORITY,
THE TRANSPORTATION AUTHORITY OF MARIN,
BOLT MOBILITY, as Operator of the Marin-Sonoma Bike Share Program, and
PARTICIPATING AGENCIES**

for

THE MARIN-SONOMA BIKE SHARE PROGRAM

Table of Contents

Section 1.0	DEFINITIONS	2
Section 2.0	TERM OF THE AGREEMENT	5
Section 3.0	COSTS	5
Section 4.0	TECHNICAL ADVISORY WORKING GROUP	5
Section 7.0	DATA SHARING	7
Section 8.0	REALLOCATION OF EQUIPMENT	8
Section 9.0	INSURANCE	8
Section 10.0	INDEMNIFICATION	8
Section 11.0	OTHER PROVISIONS	9
Section 12.0	NOTICES	10
Section 13.0	PERMITTING	11
Section 14.0	SITE PLANS ON PUBLIC PROPERTY	11
Section 15.0	INFILL SITE SELECTION PROCESS	12
Section 16.0	parking, operation, and maintenance	12
Section 17.0	HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, AND ADJUSTMENT	14
Section 18.0	NOTIFICATIONS REGARDING HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, ADJUSTMENT, AND SERVICE INTERRUPTIONS	15
Section 19.0	MERCHANDISING, LICENSING, AND INTELLECTUAL PROPERTY	16
Section 20.0	MARKETING	16
Section 21.0	RESERVED TO THE PARTICIPATING AGENCIES	16
Section 22.0	RESOLUTION OF DISPUTES BETWEEN OPERATOR AND THE PARTICIPATING AGENCIES UNDER THIS AGREEMENT	16
Section 23.0	ASSIGNMENT BY OPERATOR	17

**COORDINATION AGREEMENT
FOR THE MARIN-SONOMA BIKE SHARE PROGRAM**

This Coordination Agreement for the Marin-Sonoma Bike Share Program (hereinafter, this "Agreement") has been executed and delivered as of _____ (the "Effective Date") by and between the SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) and the TRANSPORTATION AUTHORITY OF MARIN (TAM) as the "**Coordinating Agencies**," BOLT MOBILITY, as the "**Operator**" of the Program (as defined in the recital below), and the entities names in Appendix A collectively referred to as the "**Participating Agencies**." SCTA, TAM, Operator and each of the Participating Agencies is referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

On February 10, 2020, following negotiations with Operator, SCTA Board authorized SCTA's Executive Director or designated representative to enter into a contract with Operator. On April 13, 2020, SCTA and Operator executed an agreement, which provides for the creation and operation of a bike share pilot program ("Program") in the jurisdictions of each Participating Agency listed in **Appendix A** of this Agreement.

The Parties therefore agree as follows:

PURPOSE

The purpose of this Agreement is to establish the certain rights, liabilities, and responsibilities of each Party with respect to the Program, and to define the organizational, management, and operational structure for the successful development of the Program.

SECTION 1.0 DEFINITIONS

- 1.1. "Agreement" has the meaning given such term in the Preamble.
- 1.2. "Bicycle" shall mean a Class 1 electric assist vehicle with pedals and with 2 wheels held in a frame and aligned one behind the other and steered with a handle bar, consistent with the California Vehicle Code, Division 1, Section 312.4(a)(1) definition of a "class 1 electric bicycle." "Bicycle" shall not include motorized vehicles, including scooters or mopeds.
- 1.3. "Claims" has the meaning given such term in Section 10.0.
- 1.4. "Continued Program" shall mean the continuation of the bike share Program after the end date of the Pilot Period.
- 1.5. "Coordinating Agencies" has the meaning given such term in the Preamble.
- 1.6. "Deactivation" shall mean designation of a Hub as "Out of Service" on the Program website, app, and all other real-time data sources.
- 1.7. "De-Installation" shall mean, at a minimum, (i) the temporary or permanent full removal of the Hub and its associated Street Treatments, and, (ii) the designation of the Hub as "Out of Service" on, or removal of the Hub from, the Program website, app, and all other real-time data sources.
- 1.8. "Dispute Resolution Process" has the meaning given such term in Section 22.1.
- 1.9. "Effective Date" has the meaning given such term in the Preamble.
- 1.10. "Equipment" shall include, Racks, Bicycles, Hub Signage, Street Treatments, rebalancing vehicles, and any hardware required for operations of the system either individually or in any combination thereof.
- 1.11. "Executive Directors" shall mean the Executive Directors of SCTA and TAM.
- 1.12. "Hub" shall mean elements that may include, but are not limited to, signage, map module, a variable number of Parking Spaces, including Bicycle Racks and/or Virtual Hubs, and when applicable, Street Treatment(s) and Street Markings.
- 1.13. "Hub Adjustment" shall mean any changes to Site configuration from the permitted Site Plan.
- 1.14. "Indemnified Party" and "Indemnified Parties" have the meaning given such terms in Section 9.
- 1.15. "Infill" shall mean the placement of additional Racks within the Service Area in order to address unmet demand or community request.
- 1.16. "Initial Meeting Date" has the meaning given such term in Section 22.0.
- 1.17. "Installation Scheduling Permits" shall mean permits required for the scheduling of the installation of Hub-related Equipment at Sites proposed for Racks for which a Site Permit has been issued as a check for conflicts with other activities at the same location.
- 1.18. "Jurisdiction" means a) for cities, all real property within the incorporated territory of such city; b) for special districts, all real property over which they have an ownership or leasehold interest.

- 1.19. "Liabilities" has the meaning given such term in Section 9.2.
- 1.20. "Operator" has the meaning given such term in the Preamble. The term "Operator" shall also include the permitted successors and assigns of the Operator named herein.
- 1.21. "Parking Space" shall mean one designated parking space for bike share bicycles designated by Bicycle Racks or Virtual Hubs.
- 1.22. "Participating Agency" and "Participating Agencies" have the meaning given such terms in the Preamble and are listed in Appendix A.
- 1.23. "Party" and "Parties" have the meaning given such terms in the Preamble.
- 1.24. "Person" shall mean any human being or any association, firm, partnership, joint venture, corporation, limited liability company, governmental entity, or other legally recognized entity, whether for profit or not for profit.
- 1.25. "Pilot Period" shall mean a duration of three years from the first date of Program operations plus any agreed upon extensions ending no later than April 13, 2025.
- 1.26. "Pilot Program Participating Agencies" shall include the following agencies: City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, Sonoma-Marin Area Rail Transit, Golden Gate Bridge Highway and Transportation District.
- 1.27. "Program" shall include operations of a public bike sharing system in which bicycles are made available to individuals for short-term rentals through a membership and shared mobility platform, and include the size and distribution of Bicycles, Racks, Hubs, other Equipment for the Pilot Period.
- 1.28. "Program Density" shall mean the distribution of Parking Spots within the Service Area.
- 1.29. "Public Entity Parties" shall mean SCTA, TAM and the Participating Agencies.
- 1.30. "Public Safety Emergency" shall mean an instance when:
 - 1.30.1. Equipment is damaged or in an unsafe state so as to present an immediate danger to the public; or
 - 1.30.2. Circumstances or situations surrounding Equipment create an imminent danger to the public; or
 - 1.30.3. The area around a Hub becomes unsafe; or
 - 1.30.4. A Participating Agency determines, in its sole discretion or pursuant to any authority the Participating Agency has under law, that it is necessary to respond to exigent circumstances, an emergency or to otherwise protect public health and safety, including, without limitations, in instances of a natural disaster or to avoid a calamity.
- 1.31. "Rack" shall mean a modular bicycle rack designated for locking and storing bike share bicycles.

- 1.32. "Service Area" shall mean the geofenced areas designated through development of the Program to confine the area in which bicycles may be parked.
- 1.33. "Services" shall mean the Operator's installation, operation and maintenance of the Racks and the acquisition, placement, maintenance, and rental to users of the Bicycles.
- 1.34. "Shared Mobility Device User" shall mean a Person who has set up a user account and agreed to the terms and conditions to participate in the bike share Program.
- 1.35. "Site" shall mean a designated area on publicly or privately owned real property, for which a Site Permit has been issued and which area contains a Hub.
- 1.36. "Site Permits" shall mean any and all permits required by a Participating Agency for the installation, maintenance, and operation of Hub-related Equipment at Sites proposed for Racks (other than Installation Scheduling Permits or Special Traffic Permits).
- 1.37. "Site Plan" shall mean a scaled plan view of the Site, illustrating existing surface features and proposed improvements and meeting the requirements given such term in Section 14.
- 1.38. "Software" shall mean the software required to operate the Equipment.
- 1.39. "Special Traffic Permit" shall mean a permit required if installation of Hub-related Equipment will temporarily interfere with pedestrian, bicycle, transit or vehicular traffic in a material respect during installation.
- 1.40. "State" means the State of California.
- 1.41. "Street Marking(s)" shall mean thermoplastic paint markings and/or striping on the pavement for the express purpose of demarcating a Hub.
- 1.42. "Street Treatments" shall mean the three-dimensional objects used to demarcate the Hub, and protect it from adjacent parking and moving traffic. Such objects may include, but are not limited to, delineators and wheel stops.
- 1.43. "Street Treatment Requirements" shall mean a Participating Agency's requirements with respect to Street Treatments.
- 1.44. "Technical Advisory Working Group" has the meaning given such term in Section 4.
- 1.45. "Term" has the meaning given such term in Section 2.
- 1.46. "Trip" shall mean the use of a Bicycle from one Hub to another Hub or back to the initial Hub.
- 1.47. "Underperforming Hub" shall mean a Hub for which Hub Usage is less than 0.5 Trips per bike per day over a twelve-month period of operations, excluding days that the Hub is Deactivated or temporarily De-Installed.
- 1.48. "Virtual Hubs" shall mean designated bicycle parking using Street Markings and Street Treatments in place of Bicycle Racks.

SECTION 2.0 TERM OF THE AGREEMENT

- 2.1. The Term of this Agreement begins on the Effective Date and will continue through the end of the Pilot Period and no later than April 13, 2025.
- 2.2. Notwithstanding any other provision of this Agreement, a Participating Agency shall have the right, in its sole discretion, with or without cause to terminate that Participating Agency's participation in this Agreement by giving 90 days written notice to the Operator and Coordinating Agencies in accordance with the Notice provisions in this Agreement.

SECTION 3.0 COSTS

- 3.1. Except as otherwise expressly provided for in this Agreement, each Participating Agency shall bear its own costs in connection with the Program, if such costs are applicable, including, but not limited to, costs incurred in connection with: negotiating this Agreement; Site selection; the review required for issuance of permit to operate, Site Permits, Special Traffic Permits and other permits; Site preparation; exercising enforcement, inspection and audit rights; and marketing, to the extent that Coordinating Agencies and/or the Participating Agencies choose to undertake marketing or outreach.
- 3.2. Except as otherwise provided in Sections 3.3 and 3.4, Program Participating Agencies shall not be obligated, during the Pilot Period, to pay or bear any of the costs associated with or expenses incurred for the Equipment, Software, or Services; including installation, operations and maintenance.
- 3.3. Should a Pilot Program Participating Agency desire a Continued Program beyond the Pilot Period, and/or add to the Bicycles and Equipment in the Program, such Participating Agencies shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.4. Any Participating Agency, other than those named in the Program Participating Agencies, may elect, to extend or expand the Program within the borders of its Jurisdiction by adding Equipment provided that such Participating Agency shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.5. This Agreement shall not be interpreted to create any form of joint powers authority among any of the participating Parties. Nothing in this Agreement authorizes any Party to incur any debts, liabilities, or obligations on behalf of another Party unless expressly set forth herein.

SECTION 4.0 TECHNICAL ADVISORY WORKING GROUP

- 4.1. The Coordinating Agencies and the Participating Agencies agree to participate in a Technical Advisory Working Group for staff to coordinate regarding activities of the Program and provide non-binding advice on various Program elements.

- 4.2. The Technical Advisory Working Group will consist of one designated staff representative from each of the Coordinating Agencies, and one designated staff representative from each of the Participating Agencies. Each Party with a designated representative may appoint an alternate representative that will have full voting rights as the representative. The Coordinating Agency representatives will serve as co-chairs of the Technical Advisory Working Group.
- 4.3. The Technical Advisory Working Group will meet as needed through Program development and ongoing.
- 4.4. The Technical Advisory Working Group representatives shall endeavor to work toward agreement on various decisions regarding the development and implementation of the Program. In the case that the Technical Advisory Working Group cannot reach agreement on a particular issue, any representative may request a vote.
- 4.5. A Party shall convey all communications and documents intended for the Technical Advisory Working Group through that Party's designated representative. The Technical Advisory Working Group shall convey all communications and documents intended for a Party to that Party's designated representative.
- 4.6. New Participating Agencies, other than the initial Pilot Program Participating Agencies, may be added to this Coordination Agreement by amending Appendix A. Such Participating Agencies would become members of the Technical Advisory Working Group upon the effective date of an amendment to the Agreement.

SECTION 5.0 RESPONSIBILITIES OF COORDINATING AGENCIES

- 5.1. Coordinating Agencies shall:
 - 5.1.1. Serve as the Program administrators;
 - 5.1.2. Organize and facilitate Technical Advisory Working Group meetings by, for example:
 - 5.1.2.1. Determining designated representative availability for meetings;
 - 5.1.2.2. Providing notice of meetings;
 - 5.1.2.3. Coordinating multi-jurisdictional marketing and promotions of the system with the Participating Agencies and Operator as needed; and
 - 5.1.2.4. Distributing materials and information as required;
 - 5.1.3. Serve as the fiscal agent for the Program;
 - 5.1.4. Maintain records of the Program and its operation; and
 - 5.1.5. Provide system data to the Participating Agencies on a regular basis.

SECTION 6.0 RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

- 6.1. For property within its Jurisdiction, each Participating Agency shall:
 - 6.1.1. Provide the Operator reasonable access to that Participating Agency's public right of way for usage of installing/operating bike share parking Hubs in convenient and visible

locations, which may include existing on-street parking spaces, sidewalk furniture zones, and/or unutilized loading zones. Such locations shall be mutually agreed upon by Operator and the Participating Agency, subject to that Participating Agency's laws, regulations and policies governing use of the Participating Agency's right of way, and to all applicable State and federal laws and regulations, including but not limited to, applicable State and federal accessibility laws and regulations;

- 6.1.1.1. Work in good faith with Operator to issue any Site Permits for locations mutually agreed upon by Participating Agency and Operator, and any other necessary permits, leases, or licenses for implementing the Program, subject to that Participating Agency's requirements for issuing such permits, except as otherwise provided in Section 13.0;
 - 6.1.1.2. Provide to the Operator all local requirements for traffic markings and devices necessary during the installation of Hubs for on-street locations pursuant to this Agreement;
 - 6.1.1.3. Provide for CEQA compliance for that Participating Agency's activities under the Program;
 - 6.1.1.4. Provide Coordinating Agencies semi-annually with a summary of local efforts and activities regarding local bicycle share, which summary shall also include data on efforts made by the Participating Agencies to inform the public of the Program, comments made by the public to the Participating Agencies on the Program, and the response of the Participating Agencies to such comments; and
 - 6.1.1.5. Notify Operator promptly of any reports to the Participating Agency of any issues prohibiting use of the Program.
- 6.1.2. Notify Operator promptly of any reports to the Participating Agency of public nuisances or hazards caused by the Program.
- 6.1.3. Notify Coordinating Agencies and Operator promptly of any public emergencies affecting the Program. If the designated representative of a Participating Agency determines that a Public Safety Emergency exists, such Participating Agency shall promptly notify Operator's designated representative so that Operator may take such action necessary to address such emergency, including, but not limited to, removing, replacing, relocating, reinstalling or locking all or any portion of the Equipment and having repair and restoration work performed. In the case of a public emergency requiring the immediate removal of Equipment, Participating Agency may relocate Equipment and notify Operator as soon as such communication is practical.

SECTION 7.0 DATA SHARING

- 7.1. Coordinating Agencies shall make available to the Participating Agencies monthly reports from Operator.

SECTION 8.0 REALLOCATION OF EQUIPMENT

- 8.1. If, within or leading up to the Pilot Period, any Participating Agency fails to deliver the required Site Permits or other permits, leases, or licenses to provide for the initial number of Racks identified for their respective Jurisdiction within 60 calendar days from the date of a complete application for a Site Permit, Coordinating Agencies retain the right to work with Operator to reallocate the amount of Equipment that has not been timely permitted for installation to another Participating Agency. Participating Agencies may submit a written request to Coordinating Agencies for an extension if there are unique circumstances warranting extended time for review.

SECTION 9.0 INSURANCE

- 9.1. Operator shall maintain commercial general liability insurance coverage with a carrier doing business in California, with limits not less than one million dollars (\$1,000,000) for each occurrence for bodily injury or property damage, including contractual liability, personal injury, and product liability and completed operations, and not less than five million dollars (\$5,000,000) aggregate for all occurrences during the policy period. The insurance shall not exclude coverage for injuries or damages caused by Operator to the Shared Mobility Device User. Each Participating Agency and Coordinating Agency shall be named as additional insureds on the Operator's certificate of insurance.

SECTION 10.0 INDEMNIFICATION

- 10.1. To the extent Operator is not required to indemnify the Public Entity Parties, each Public Entity Party shall indemnify the other Public Entity Parties, their officers, commissioners, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying Public Entity Party, its officers, commissioners, agents, employees, or any of them, under or in connection with this Agreement. The indemnifying Public Entity Party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying Public Entity Party's negligence or otherwise wrongful act or omission and pay all reasonable charges of attorney's fees and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.
- 10.2. Operator shall defend, indemnify, and save harmless the Coordinating Agencies, the Participating Agencies, and their respective commissioners, council members, officers, agencies, departments, agents, and employees (each, an "Indemnified Party"; and collectively, "Indemnified Parties") from and against any and all claims, demands, causes of action, proceedings or lawsuits brought by third-Parties ("Claims"), and all losses, damages, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including attorneys' fees and other costs of defense) (collectively, with Claims, "Liabilities"), resulting from, or arising out of, this Agreement, the operation of the Program and the provision of Services, whether such operation or Services is performed or provided by Operator or by Operator's subcontractors or any other Person acting for or on behalf of Operator.

- 10.3. Notwithstanding the foregoing, Operator's indemnification and defense obligations contained in the preceding paragraph shall not include:
 - 10.3.1. Any Liabilities to the extent resulting from, or arising out of:
 - 10.3.1.1. the gross negligence or willful misconduct of any Indemnified Party;
 - 10.3.1.2. Operator complying with the written directives or written requirements of a Participating Agency, if Operator has previously objected to such written directives or requirements in writing, with respect to (A) the location or configuration of any Hub in relation to the street or sidewalk on which such Hub is located or to which it adjoins, or (B) a Participating Agency's Street Treatment Requirements; or
 - 10.3.1.3. the condition of any public property outside of the perimeter of a Hub and not otherwise controlled by Operator (and expressly excluding from this clause (c) the condition of the Bicycles or other Equipment).
- 10.4. If any Claim against Operator includes Claims contesting a Participating Agency's authority to issue a permit for a Hub, then each Party shall be responsible for its own defense against such Claims proportional to the Party's share of the Claim.
- 10.5. Upon receipt by any Indemnified Party of actual notice of a Claim to which such Indemnified Party is entitled to indemnification in accordance with this Agreement, such Indemnified Party shall give prompt notice of such Claim to the indemnitor. The indemnitor shall assume and prosecute the defense of such Claim at the sole cost and expense of indemnitor with Counsel reasonably acceptable to the Indemnified Party. The indemnitor shall conduct the defense, and may settle such claim upon the approval of the Indemnified Party, which shall not be withheld where the settlement only involves the payment of monetary obligations and provides for an unconditional release of the Indemnified Party, does not involve an admission of liability or any settlement terms that may prejudice the Indemnified Party in subsequent litigation, and would not obligate the Indemnified Party to exercise any governmental power or take further action as a condition of settlement.

SECTION 11.0 OTHER PROVISIONS

- 11.1. Nothing in this Agreement is intended to expand or limit the existing authority of any signatory.
- 11.2. This Agreement may not be modified, or the Term extended, except by written instrument executed by each of the Parties to this Agreement.
- 11.3. Each Party represents and warrants that it has the right, power, and authority to execute this Agreement. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the Persons executing this Agreement for it, to enter into this Agreement.
- 11.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11.5. Subject to the requirement that disputes be addressed in accordance with the Dispute Resolution Process, each Party hereby submits to the of any State or federal court sitting in

Sonoma County, California, or Marin County, California, over any suit, action or proceeding arising out of or relating to this Agreement. Except for mandatory transfers of venue provided for in Code of Civil Procedure section 394, each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to such venue as being an inconvenient forum. Notwithstanding the foregoing, with respect to any dispute arising out of or relating to this Agreement in which the sole Parties are and remain the Participating Agencies and Operator, and/ or between Operator and Coordinating Agencies, each such Party hereby irrevocably submits to the jurisdiction of any State or federal court sitting in Sonoma County or Marin County, California.

- 11.6. Should any Party employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party or Parties thereto reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing Party" means the Party in whose favor a judgment, decree, or final order is rendered.
- 11.7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the receipt of facsimile or scanned signatures, or signatures processed through an electronic signature provider like AdobeSign or DocuSign.
- 11.8. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 11.9. This Agreement is not intended for the benefit of any Person or entity not a signatory to this Agreement and is not enforceable by any third Party.
- 11.10. Any terms of this Agreement that by their nature extend beyond the Term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to all Parties' respective successors and assigns.

SECTION 12.0 NOTICES

- 12.1. All notices, demand, requests or reports under this Agreement shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, by electronic mail (email), by overnight mail, or by personal delivery, in each case to the addresses listed below, or to such other locations or Persons as any Party may designate in writing from time to time by sending a notice to the other Parties in accordance with this Section 12.0. Any notice, demand or request shall be deemed given on the date of receipt or rejection by the intended recipient.

To SCTA:
Executive Director
Suzanne Smith
411 King Street, Santa Rosa, CA 95404
Email: Suzanne.smith@scta.ca.gov

To TAM:
Executive Director
Anne Richman
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
Email: ARichman@tam.ca.gov

To GOTCHA MOBILE HOLDING, LLC:

CEO
Ignacio Tzoumas
Email: ignacio@micromobility.com

To each Participating Agency, using the contact information listed in **Appendix A**

SECTION 13.0 PERMITTING

- 13.1. Operator will work with Participating Agencies to develop a Site Plan outline that can be applied to Site Permit applications for each individual Participating Agency.
- 13.2. Each Participating Agency will specify requirements for submitting applications for Site Permits, Installation Scheduling Permits and Special Traffic Permits, and any other approvals that might be required by that Participating Agency, including drawings, photos, surveying and required paperwork. The Participating Agency will provide an estimate of the time needed to obtain such permits.
- 13.3. Operator, and/or an outside planning and siting firm hired by Operator, will participate in the permitting process for each Participating Agency.
- 13.4. Each Public Entity Party agrees to waive all of its applicable permitting fees for Site Permits, Installation Scheduling Permits, Special Traffic Permits or other permits for initial installations of Hubs.
- 13.5. Each Public Entity Party agrees to waive all of its applicable permit fees for Deactivations, De-Installations, reinstallations or relocations requested by utilities, the Participating Agency or other public agencies.
- 13.6. Each Public Entity Party agrees to waive all of its applicable permitting fees for operations during the Pilot Period.
- 13.7. Nothing in this Agreement shall be construed as a waiver of any local law, rule or regulation of each Participating Agency or of each Participating Agency's right to require Operator to secure the appropriate permits or authorizations for Equipment installation on public sites.

SECTION 14.0 SITE PLANS ON PUBLIC PROPERTY

- 14.1. In connection with the submission of an application for a Site Permit for a Site on public property, Operator shall provide maps and/or photographs of such Site along with a Site Plan for approval

by the applicable Participating Agency. No Hub on public property may be installed, re-installed or adjusted absent approval by the applicable Participating Agency of the Site Plan for such Hub and obtaining all applicable Site Permits required by such Participating Agency.

- 14.2. A Site Plan for Parking Spaces on public property shall conform with all elements and dimensions relevant to the Operator's siting needs and local requirements, including but not limited to Street Treatment Requirements, relevant utilities, doorways, street and sidewalk widths, relevant obstructions, latitude and longitude.
- 14.3. All work on public property performed by the Operator must conform to the Site Plan approved in connection with the issuance of a Site Permit and all other requirements of the Participating Agency.
- 14.4. In the event that changes to the Site Plan as so approved are required at the time of installation or Adjustment, Operator shall obtain written approval from the applicable Participating Agency for the necessary changes prior to such installation or Adjustment and provide such Participating Agency with an updated Site Plan reflective of the Hub's actual, approved and installed condition within 30 days of such installation or Adjustment.

SECTION 15.0 INFILL SITE SELECTION PROCESS

- 15.1. Infill siting may be desired after initial Site Plans are approved and may be required in, but not limited to, the following situations:
 - 15.1.1. Operator approved Infill to address unmet demand,
 - 15.1.2. Operator approved Infill to address a request of the community or a Participating Agency.
- 15.2. Infill Siting proposals shall be reviewed initially by the Participating Agency where the Infill Siting is proposed, the Coordinating Agencies, and Operator. This process will include the Participating Agency and Operator meeting to review proposed sites in the area where Infill siting is desired and obtaining any necessary permits.

SECTION 16.0 PARKING, OPERATION, AND MAINTENANCE

- 16.1. Parking for Bicycles withing the system will be in Hubs and must:
 - 16.1.1. Be accessible to the public 24 hours per day, 365 days per year, except in cases of special events or temporary construction; and, by mutual agreement of a Participating Agency and Operator, Parking Spaces may be located in areas with less than 24 hour per day, 365 days per year access; and
 - 16.1.2. Be located on sidewalks, streets, parks, other Participating Agency-owned property, other public property owned by public agencies or other public entities other than each Participating Agency, or private property.
- 16.2. Operation
 - 16.2.3. Real-time System Information - Operator will provide a system to track Bicycles and station occupancy status. Operator will populate an interactive map with location and

real-time status of Bicycles throughout Service Area along with optional address and directions, and transit information.

16.2.4. Customer Service - Operator will provide responsive and customer-friendly Services that encourage repeat use, including timely response to complaints. At a minimum, system users should be able to report system comments and complaints to Operator using a telephone hotline, a system website with a comment form or email address, and via Program smart-phone apps. All system Equipment shall contain a conspicuously posted telephone number and instructions for filing a complaint.

16.2.5. Call Center - Operator shall provide to Coordinating Agencies, Participating Agencies, all subscribers, and the public at large, a telephone number for Operator's call center. The call center shall be in continuous operation 24 hours per day, 7 days per week, and 365 days per year. Operator shall conspicuously post a notice on each bike and online advising the general public that they may direct their questions, complaints, and comments to the Operator's call center. Operator shall ensure that the call center can handle calls in English and Spanish using operators fluent in those languages. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, crashes, comments, complaints, malfunction problems, location of Stations, direction to the nearest Station that has Bicycles available for use and/or available parking for returns. The call center manager shall be knowledgeable about all the Service Areas. The call center operators shall keep accurate and complete written records of each such call in a Customer Service Log as hereinafter required, including the primary reason for each call and the status of the call (e.g., "no further action", "requires reimbursement").

16.2.6. E-mail Response Time - Not less than 95% of emails to Operator's public information email address must be responded to within 1 business day.

16.2.7. System Balancing - Operator will monitor the location of each Bicycle and, if applicable, the status of each parking location. Operator will continuously and predictably redistribute Bicycles so that the system provides users with consistent availability of bikes throughout the Service Area and consistent availability of spaces in which to park a Bicycle at the end of a Trip. Operator shall respond to and relocate, retrieve, or remove any misparked Bicycles. Consistent redistribution will occur based on usage patterns to ensure equally balanced Hubs.

16.3. Maintenance

16.3.8. Operator will regularly inspect, maintain and repair Equipment to keep the system and the Bicycles in continuous compliance with all local regulations, partner contracts (e.g. property owner agreements, sponsor agreements, etc.) and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system hardware and Software elements including but not limited to terminals, signs, Bicycles, Bicycle components, concrete or asphalt beneath stations if mutually agreed upon by Parties. It will also include inspecting, cleaning and removing

graffiti from system structures on a timely basis, as well as removal of debris in and around the system structures.

SECTION 17.0 HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, AND ADJUSTMENT

- 17.1. Hub Deactivations as requested by a Participating Agency, may be done on a temporary basis with a minimum of 15 days' notice to the Operator and Coordinating Agencies with a request for a specific time for Deactivation and Reactivation; provided, however, that Hub Deactivation in the case of emergency or danger to public health is not subject to the advance notice requirement.
- 17.2. Operator shall reactivate a Hub within 24 hours after the temporary need for Hub Deactivation. Hub Deactivations for Public Safety Emergencies shall be reactivated within 72 hours after the end of the emergency condition, as determined by the affected Participating Agency or Cities.
- 17.3. All Adjustments from the initial Hub installations shall meet the requirements of this Agreement, unless otherwise agreed to in writing by Operator and the applicable Participating Agency.
- 17.4. Any Adjustments to accommodate changing conditions must be agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.5. Operator shall have the right to adjust or relocate Underperforming Hubs after consulting the Technical Advisory Working Group to ensure the overall distribution meets the Program requirements and adequate notification to the public is made, and Operator obtains a permit for the new location mutually agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.6. If Operator requests to permanently relocate a Hub, Operator shall:
 - 17.6.1. Produce metrics to assess the existing Hub's productivity. Metrics may include, but are not limited to overall Program Density and geographic extent, Hub Usage, maintenance reports, and history of public comments; and
 - 17.6.2. Provide the Participating Agency with a minimum of 3 months of metric data and any resulting analysis supporting the proposed Hub relocation.
- 17.7. Operator, after consulting with the applicable Participating Agency, shall conduct any necessary planning, design, outreach, and permit process prior to any Hub Relocation, Deactivation, De-installation, or Adjustments.
- 17.8. Upon termination of the Program or a termination of Participating Agency's participation in the Program, Operator shall remove all Equipment in the affected Jurisdiction(s) within 15 days of the date the Operator received notification.
- 17.9. Nothing in this Agreement shall be construed as a waiver or release of the rights of each Participating Agency in and to its own property or its regulatory authority.
- 17.10. Operator shall maintain a fee schedule for any fees charged to Participating Agencies for De-Installations, reinstallations, adjustments, and temporary relocations at the request of the

Participating Agency. The fee for Hub De-Installation shall cover the cost of relocating the Hub on a temporary basis and the cost of reinstalling the Hub. Operator shall provide the fee schedule to Participating Agencies within five business days of any update. Operator may not charge fees for Hub De-Installations, or Hub Adjustments related to public works, public safety emergencies, or relocation of a Hub at the election of the Operator. Operator may not charge fees for temporary Hub Deactivations requested by Participating Agencies. Operator fees as of March 2021 are provided below.

Action	Cost (Rack-Based Hub)	Cost (Virtual Hub)	Notes
Deinstallation	\$1,000 per Hub with 10 bike racks (or less)	\$500 per 10-bike (or smaller) Virtual Hub	Includes cost of relocating the Hub on a temporary basis and the cost of reinstalling the hub
Adjustment	\$200 per Hub with 10 bike racks (or less)*	\$100 per 10-bike (or smaller) Virtual Hub	Ex. Adding or removing bike racks at an existing Hub location; expanding or shrinking the footprint of an existing Virtual Hub location *Note: Additional station equipment is not included in this rate, but available for purchase if racks being adjusted are not reallocated from another Hub location

SECTION 18.0 NOTIFICATIONS REGARDING HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, ADJUSTMENT, AND SERVICE INTERRUPTIONS

- 18.1. Except for any situation involving an immediate threat to public health, safety or welfare as determined in the sole discretion of the Participating Agency, any requests from a Participating Agency for Hub Deactivation, Hub Installation, De-installation, or Hub Adjustment must be sent to Operator and Coordinating Agencies in writing with a minimum of 15 days’ notice prior to the requested date. Any such notice shall include a proposed schedule for each location for all instances of Hub Deactivation, Hub Installation or Hub Adjustment required. In the event that the Participating Agency determines that there is a need for Hub Deactivation, Hub Installation or Hub Adjustment in order to address an immediate threat to public health, safety or welfare, the Participating Agency shall notify Operator as soon as possible and shall work with Operator to try to identify an alternative Site.
- 18.2. Operator must confirm the schedule, in writing, with its plans for each instance at least 4 days before the action occurs.
- 18.3. Operator will provide notice to Coordinating Agencies, Participating Agencies, and members of any temporary, foreseeable, service interruptions or temporary closures of the bike share system or Hub Deactivation with at least 24 hours’ notice.

SECTION 19.0 MERCHANDISING, LICENSING, AND INTELLECTUAL PROPERTY

19.1. If Operator and/or any of its affiliates, business partners or sublicensees desires to use, during the Term, the trademarks, logos, service marks, and other intellectual property rights of Coordinating Agencies and/or the Participating Agencies, then prior to any such use, Operator and its affiliates, business partners, and sublicensees, as applicable, shall request permission for such use and, in the event such permission is granted, shall enter into a non-exclusive license agreement with Coordinating Agencies and/or any of the Participating Agencies to use, during the Term, such trademarks, logos, service marks, and other intellectual property rights.

SECTION 20.0 MARKETING

20.1. Participating Agencies shall cooperate with Coordinating Agencies and Operator in execution of the outreach and marketing plan. Participating Agencies shall be available to review and contribute to the development and maintenance of a master contact list for outreach to stakeholders.

SECTION 21.0 RESERVED TO THE PARTICIPATING AGENCIES

21.1. The Participating Agencies hereby withhold authorization from the Coordinating Agencies to make any and all of the following decisions or take any and all of the following actions:

21.1.1. The decision to approve or deny any required permit and/or impose any fees;

21.1.2. The decision to require the Operator to undertake any Hub-Deactivation(s), De-Installation(s), Re-Installation(s), or Adjustment(s);

21.1.3. The decision to determine an immediate threat to the public health, safety or welfare in that Participating Agency's Jurisdiction;

21.1.4. The decision to expand the Program within the borders of a Participating Agency unless otherwise approved by the Participating Agency; and

21.1.5. Any other exercise of the municipal police power not otherwise enumerated above.

21.2. Decisions and actions to be taken by a Participating Agency under this Agreement are expressly and specifically reserved to such Participating Agency.

SECTION 22.0 RESOLUTION OF DISPUTES BETWEEN OPERATOR AND THE PARTICIPATING AGENCIES UNDER THIS AGREEMENT

22.1. In the event of a dispute between or among Operator and/or Coordinating Agencies and/or a Participating Agency or Agencies arising under this Agreement or with respect to the Program, such dispute shall be addressed and resolved as follows (the "Dispute Resolution Process"):

22.1.1. Coordinating Agencies' Program Managers and Participating Agency's Program Managers, as applicable, assigned to the Program and Operator's General Manager of the Program, or their respective delegates, shall meet, within 10 days after receipt by disputing Party(ies) of notification from the other Party(ies) of such dispute, to

negotiate in good faith in order to try to resolve such dispute (the date of the first such meeting, or the expiration of such 10-day period if the meeting is not timely held, being the "Initial Meeting Date"). If such Persons fail to resolve such dispute within 15 days after the Initial Meeting Date, then the Executive Directors of SCTA, TAM and/or the equivalent executive-level personnel of the Participating Agency, as applicable, and the CEO of Operator shall meet promptly and negotiate in good faith in order to resolve such dispute. If such Persons fail to resolve such dispute within 30 days after the Initial Meeting Date, then such dispute shall be subject to mediation under Section 22.2. As used in this Section 22.1, a meeting may be held in Person, by conference call or by video conference. By agreement of all Parties to such dispute, any of the deadlines set forth in this Section 22.1 may be extended or shortened. The process described in this Section 22.1 shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.

- 22.2. Upon the completion of the process in Section 22.1, the Parties may agree to engage in mediation to be administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Rules, or similar service. A request for mediation shall be made in writing, delivered to the other disputing part(ies) and filed with the applicable mediation service. Any disputing Party may submit such a request. The disputing Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Marin or Sonoma Counties as the Parties may otherwise agree. The disputing Parties shall be represented by individuals of their choosing. The mediation process shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.
- 22.3. If mediation fails to resolve a dispute, then the exclusive forum for resolving such dispute shall be any State or federal court sitting in Marin County, California or in Sonoma County, California except as otherwise provided in the last sentence of Section 10.5.

SECTION 23.0 ASSIGNMENT BY OPERATOR

- 23.1. Operator has the right to assign this Agreement, including the rights, benefits and obligations of Operator hereunder to a successor entity who acquires Operator, in whole or in part. In such case, successor entity shall automatically succeed to Operator's interest under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Operator named herein and the respective permitted successors and assigns of the Operator named herein.

APPENDIX A

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) (Contact Signature)

TRANSPORTATION AUTHORITY OF MARIN (TAM) (Contact Signature)

CITY OF SANTA ROSA (Contact Signature)

CITY OF ROHNERT PARK (Contact Signature)

CITY OF COTATI (Contact Signature)

CITY OF PETALUMA (Contact Signature)

CITY OF NOVATO (Contact Signature)

CITY OF SAN RAFAEL (Contact Signature)

CITY OF LARKSPUR (Contact Signature)

SONOMA-MARIN AREA RAIL TRANSIT (SMART) (Contact Signature)

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT (GGBHTD) (Contact Signature)

BOLT MOBILITY (Contact Signature)