

MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR JOINT PARTICIPATION IN SHARED MOBILITY REQUEST
FOR PROPOSALS

WHEREAS, the City of Minneapolis, the Minneapolis Park Board, the City of St. Paul, and Regents of the University of Minnesota (the “Parties”) each have programs governing the deployment and use of shared mobility fleets within their respective jurisdictions; and

WHEREAS, each Party seeks to broaden cooperation in the shared mobility sector in order to benefit from each other’s knowledge and experiences; and

WHEREAS, the Parties reasonably believe that shared mobility has the positive effect of reducing traffic, reducing pressure on automobile parking capacity, reducing pollution, and otherwise improving the public’s general welfare; and

WHEREAS, the Parties aim to identify a vendor or vendors capable of providing shared mobility within all the Parties’ respective jurisdictional boundaries simultaneously; and

WHEREAS, the Parties enter into this Memorandum of Understanding to memorialize their respective rights and responsibilities while soliciting and procuring a vendor or vendors capable of providing shared mobility within all the Parties’ respective jurisdictional boundaries.

NOW, THEREFORE, in exchange for good and valuable consideration which each Party hereby acknowledges, the Parties agree as follows:

1. Staff from each Party will work in collaboration to craft the Request for Proposals (the “RFP”) which will be used for the issuance of licenses and/or contracts for shared mobility in 2022 with options to extend up to a maximum of five years.
2. The City of Minneapolis will be the lead Party for the RFP and will use standard Minneapolis solicitation policies.
3. Each non-Minneapolis Party will designate one representative to collaborate with the City of Minneapolis for the duration of the RFP process.
4. A primary goal of the RFP process will be to identify a vendor or vendors capable of meeting the unique needs of all Parties simultaneously.
5. Each Party maintains sole responsibility for awarding individual license(s) and/or contract(s) pursuant to this joint solicitation. This document shall not be construed as to require any individual Party to award a contract or license.

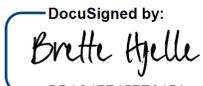
6. Each Party retains its exclusive right to regulate shared-mobility programs within its boundaries. The subject matter of this agreement is limited to solicitation and does not extend to the operation of shared-mobility programs.
7. The effective term for this Memorandum of Understanding shall be for one year following the date of execution of the Memorandum.
8. This Memorandum of Understanding represents the entire agreement between the Parties with respect to this subject matter.
9. Each Party to this Memorandum of Understanding shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other Parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the municipal Parties. The provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and other applicable laws govern liability of Regents of the University of Minnesota. It is the intent of each Party that this Memorandum of Understanding does not create any liability or exposure of one Party for the acts or omissions of the other Parties.
10. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

AGREED TO this ____ day of _____, 2021.

City of Minneapolis

On its behalf

Approved:

By: 
DocuSigned by: BB1C47F457E045A...
 Interim Director of Public Works
 Brette Hjelle

City of St. Paul

On its behalf

Approved:

By: 
DocuSigned by: 93C6ADD2B6004F9...
 Director of Public Works
 Sean Kershaw

Minneapolis Park Board

On its behalf

Approved:

By: 
DocuSigned by: 869F8C975D1433...
 Board President
 Jono Cowgill

Regents of the University of Minnesota

On its behalf

Approved:

By: 
DocuSigned by: 54CA0DE47449413...
 University Services, Vice President
 Mike Berthelsen

Approved:

DocuSigned by:
By: 
Deputy Superintendent
Jennifer Ringold

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