

This Agreement is entered into this _____, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, (“**City**”) and Neutron Holdings, Inc. dba Lime (“**Vendor**”).

WHEREAS, the City intends to allow companies offering Electric-Assisted Bicycle sharing programs to operate in Saint Paul under certain terms and conditions which will protect and manage City Property while allowing residents and visitors to the City to utilize the Electric-Assisted Bicycles for transportation and recreational value; and

WHEREAS, Vendor is a company which provides Electric-Assisted Bicycles and wishes to utilize City Property as part of its business model for the parking and operation of its Electric-Assisted Bicycles;

Now, therefore, based upon the promises and conditions stated herein, parties agree as follows:

SECTION 1: Definitions

“**Boulevard/Furnishing Zone**” means the area of the sidewalk between the Curb Zone and the Pedestrian Zone as defined in the Saint Paul Street Design Manual (2016)

(<https://www.stpaul.gov/departments/planning-economic-development/planning/current-activities/complete-streets-plan>)

“**City Property**” means property which is owned, leased, or controlled by the City of Saint Paul, including but not limited to public right of way, easements, local and regional parkland, and green space surrounding City-owned buildings.

“**Outwalk**” means the sidewalk that runs perpendicular to the street across a boulevard to the main sidewalk.

“**Parklet**” means a seating area or green space created as a public amenity on or alongside a sidewalk, especially in a former roadside parking space.

“**Electric-Assisted Bicycle**” means a bicycle as defined in Minnesota Statute 169.011 Subd. 27.

“**Service Zone**” means the land area within the City of Saint Paul municipal boundaries.

“**Transit Zone**” means any portion of a street, sidewalk, or other area intended for use of transit vehicles or patrons, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones.

“**Bicycle Parking Rack**” means a series of inverted U-style steel bicycle racks mounted to steel rails. The minimum number of racks to be affixed as part of a single unit is five (5) inverted U-style racks. Bicycle racks should not include any attached vendor branding and are intended for the orderly parking of shared vehicles and for use by members of the public, generally.

SECTION 2: Grant of Use of City Property and Fleet Size

- A. City grants Vendor the use of the City Property for operation of an Electric-Assisted Bicycle sharing system (the "**System**") consistent with the terms and conditions contained in this Agreement.
- B. Vendor is required to have a minimum of 200 operational Electric-Assisted Bicycles available for use on City Property and may operate up to a maximum of 500 Electric-Assisted Bicycles on City Property, subject to subsection C., immediately below.
 - i. The City recognizes that a larger fleet of Electric-Assisted Bicycles will be operating in 2023 in the City of Minneapolis and at the University of Minnesota, and that System patrons can and will ride the vehicles into and park them in Saint Paul.
 - ii. The Vendor shall make a good faith effort to manage the number of Electric-Assisted Bicycles at or near the stated number to be deployed in Saint Paul, measured on a monthly basis.
 - iii. If the City documents that the number of Electric-Assisted Bicycles in Saint Paul is consistently above the number the Vendor has stated to be deployed in Saint Paul, the City may require payment of an additional deployment fee per section 4.A.
- C. Vendor may request an increase in the maximum number of Electric-Assisted Bicycles by submitting a request to the City Contract Administrator via email. The request must provide justification for why additional Electric-Assisted Bicycles are desired. When a request is made, the Vendor must provide the City with an updated calculation of vehicle utilization rate and accounting of customer comments and complaints received. The City will only consider a request for an increase in the maximum number of vehicles when utilization rates have exceeded 1.0 rides per vehicle per day. Meeting such utilization rate does not guarantee approval of request to increase.
- D. The City has sole discretion about whether to increase the maximum number of Electric-Assisted Bicycles as requested by Vendor.

SECTION 3: Term of Agreement

This Agreement will be effective upon execution and approval by City Council and continue in effect until December 31, 2023, unless earlier terminated pursuant to § 12. The Parties may mutually agree in writing to have this Agreement renewed annually through the end of 2026. Such renewal shall be effective only upon execution of an amendment pursuant to Section 13.

- A. The Vendor shall not commence vehicle deployment for a given year's operations until:
 - This agreement has been fully executed;
 - An active Certificate of Insurance has been received and certified as meeting the standards of this agreement (Section 7);

- All invoices for shared mobility operations for the previous year and any required vehicle deployment fees have been paid in full; and
 - The City Contract Administrator has provided the Vendor with a written Notification to Proceed with the date of first deployment specified.
- B. The estimated date of first deployment will be on or around August 1, 2023, and April 15th of every year thereafter. The City reserves the right to advance or delay this date as needed.
- C. The estimated end of the operational season will be on or around November 15th of every year. The City reserves the right to advance or delay this date as needed.

SECTION 4: Fees and Reimbursement

- A. Vendor must pay the City an annual right-of-way and parkland deployment fee of \$25 for each deployed vehicle (minimum deployment of 200 Electric-Assisted Bicycles).
- B. In any calendar month where System utilization reaches an average threshold of at least 0.75 rides per Electric-Assisted Bicycle per day:
- i. Vendor will pay a trip fee of \$0.12 per trip for all trips that start or end within the Service Zone. Trip fees shall be paid to the City on a monthly basis and shall be paid by the fifteenth day of the month following the month in which the trips were taken.
 - ii. Vendor will pay a park impact fee of \$0.25 per Electric-Assisted Bicycle trip for all trips that begin or end on parkland. Park impact fees are in addition to, not in place of, trip fees as required in Section 4B(i). Any trip that both begins and ends on parkland shall only be subject to a single park impact fee. Impact fees shall be paid to the City on a monthly basis and shall be paid by the fifteenth day of the month following the month in which the trips were taken.
 - iii. Vendor must furnish to the City the geographic coordinates of both origin and destination points of all trips taken in the previous month no later than the tenth day following that month to allow for verification of park trips. For purposes of this section, a trip is taken in the calendar month that the trip is ended in.
- C. Vendor will be responsible for reimbursing the City for the costs of City staff time spent relocating or removing Electric-Assisted Bicycles from any location where Electric-Assisted Bicycle parking is prohibited under this Agreement.
- i. If the improperly parked Electric-Assisted Bicycle is not impeding the real-time operations or maintenance work of City staff, before relocating the Electric-Assisted Bicycles and seeking reimbursement from Vendor, the City will first notify Vendor of the issue and request that the vendor relocate the Electric-Assisted Bicycle to an allowed location. Vendor must relocate Electric-Assisted Bicycles within two (2) hours of notification if notified between 6am to 8pm on weekdays, not including holidays, and within ten (10) hours of notification at all other times. Vendor must promptly notify the City of corrective action taken.

- ii. If an improperly parked Electric-Assisted Bicycle is impeding the real-time operations or maintenance work of city staff (e.g. an Electric-Assisted Bicycle improperly parked on the grass within a city park impedes lawn mowing), City staff is authorized to relocate the Electric-Assisted Bicycles without providing prior notice to Vendor, and Vendor will be responsible for reimbursing the City for the costs of City staff time per the rates established in this Agreement.
- D. Fees for staff time are:
 - i. \$35 per move from unauthorized location or location impeding real-time operations or maintenance
 - ii. \$20 per day per Electric-Assisted Bicycle for storage at Dale Street facility. A partial day counts as one day.
 - iii. In order to verify that such impounds were proper and valid, with each invoice for the removal of the Electric-Assisted Bicycle, the City shall provide the time the Electric-Assisted Bicycle was removed, the location in which the Electric-Assisted Bicycle was removed, photo of the Electric-Assisted Bicycle that is in violation and reference to how such parking of the Electric-Assisted Bicycle violated the terms and conditions outlined by the City.
- E. Nothing herein prevents the City from moving the Electric-Assisted Bicycles from a location for any reason without giving prior notification to Vendor. If the Electric-Assisted Bicycle is not impeding the real-time operations of maintenance of City staff, or posing an immediate safety threat, City staff is not entitled to reimbursement from Vendor for these moves if prior notification is not given to Vendor.

SECTION 5: Equipment Specifications, Maintenance, and Security

- A. Electric-Assisted Bicycles must meet the requirements for bicycle lighting equipment set forth in Minn. Stat. §169.222, and must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector.
- B. All Electric-Assisted Bicycles must be powered by electric motor. No Electric-Assisted Bicycles powered by internal combustion engines are permitted.
- C. Each Electric-Assisted Bicycle must have a unique identifier, such as a number, visible to the user of the Electric-Assisted Bicycle.
- D. All Electric-Assisted Bicycles must include on-board GPS capabilities to ensure Vendor's ability to locate and retrieve Electric-Assisted Bicycles at any time as needed.
- E. Each Electric-Assisted Bicycle must be maintained in a safe and operable condition. Any inoperable or unsafe Electric-Assisted Bicycle must be immediately made unavailable for use and removed from City Property.
- F. Vendor must provide customers and Public Works staff with a 24- hour customer service phone number and electronic communication method for reporting safety or maintenance issues with Electric-Assisted Bicycles, or to ask questions or register

complaints. The service phone number and electronic communication method should be clearly visible on each vehicle.

- G. Vendor must provide Public Works staff with email and phone contact information for local staff responsible for relocating Electric-Assisted Bicycles upon request from the City. Vendor agrees that City staff will contact local Vendor staff directly with Electric-Assisted Bicycle relocation requests and will not interface with Vendor centralized call centers.
- H. City is not responsible for any lost or stolen Electric-Assisted Bicycles, and for damage or vandalism by third parties, and Vendor waives all claims against the City for any such loss or damage.
- I. Vendor shall relocate Electric-Assisted Bicycles within the time frame specified in Section 4C upon receiving a request from the City to do so, even if the Electric-Assisted Bicycles are otherwise properly parked per the requirements of this agreement.

SECTION 6: Vendor Responsibilities

- A. Vendor must ensure Electric-Assisted Bicycles are parked according to the following requirements:
 - a. Electric-Assisted Bicycles must be parked in the Boulevard/Furnishing Zone when parked in the public right of way.
 - b. Electric-Assisted Bicycles may not be parked where the Boulevard/Furnishing Zone is less than 3 feet wide, or where there is no Boulevard/Furnishing Zone.
 - c. Electric-Assisted Bicycles parked adjacent to a sidewalk or shared use path/trail must not impede normal and reasonable pedestrian traffic and must maintain a minimum clear 5' pedestrian walkway on the adjacent sidewalk or shared use path/trail. The Vendor must endeavor to avoid parking bicycles on a shared use path/trail if at all possible.
 - d. Electric-Assisted Bicycles must be upright and stabilized with a kickstand or cable lock when parked. Electric-Assisted Bicycles must not be parked where slopes are sufficiently steep that Electric-Assisted Bicycles cannot stay upright. Any equipped cable lock must not encircle a tree when parked.
 - e. Electric-Assisted Bicycles must not be parked in a manner that is adjacent to, within, or blocking:
 - a. Pedestrian curb ramps;
 - b. Fire hydrants;
 - c. Parklets;
 - d. Transit zones
 - e. Signed loading zones;
 - f. Disability parking areas;

- g. Street furniture that requires pedestrian access (for example - benches, parking pay stations, trash bins, bus shelters, transit information signs, permitted sidewalk patios, etc.);
 - h. Entryways;
 - i. Outwalks; and
 - j. Driveways.
- B. The City reserves the right to mandate Vendor use geofencing or other in-app methods to prohibit parking or locking Electric-Assisted Bicycles in specified areas, and/or to direct users to specified designated parking areas. City also reserves the right to mandate Vendor use geofencing to prohibit the riding of Electric-Assisted Bicycles in specified areas always, or at certain times of day. Vendor shall also use geofencing or other in-app methods to limit speed of Electric-Assisted Bicycles in designated areas, including but not limited to designated parkland areas where Electric-Assisted Bicycles must not exceed 10 MPH unless mutually agreed by the Parties in writing. Vendor shall comply with any geofencing requirements within 15 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities will be borne by Vendor.
- C. Vendor will take commercially reasonable measures to disinfect vehicles in its Electric-Assisted Bicycle fleet, this includes but is not limited to disinfecting all surfaces using Tier 1 cleaners and associated products.
- D. Vendor will be solely responsible for informing its customers about Electric-Assisted Bicycle parking requirements in a manner satisfactory to the City. The City reserves the right to dictate methods or specific parking instructions.
- E. Vendor will undertake proactive, reasonable measures to prevent and deter improper parking of Electric-Assisted Bicycles on private property, or other public property not owned or controlled by the City.
- F. Vendor must require all of its customers to acknowledge and accept the laws and regulations, including park regulations, as to how and where a customer can ride its Electric-Assisted Bicycles.
- G. Vendor will undertake proactive, reasonable measures to educate and facilitate its customers to park Electric-Assisted Bicycles in preferred or designated areas. The City will work collaboratively with Vendor to designate these areas and monitor vehicle parking.
- H. Vendor must require its customers to acknowledge and accept the applicable laws for operation of an Electric-Assisted Bicycle in the City of Saint Paul and as required in Minn. Stat. §169.222 and require that they comply with those laws.
- I. Vendor must require its customers to acknowledge and accept that the customer will not use the Electric-Assisted Bicycles in a manner that is illegal, reckless or endangers others.

- J. If customers of a Vendor excessively or repeatedly violate park regulations, the Director of Parks and Recreation may prohibit the Vendor from deploying Electric-Assisted Bicycles on parkland by providing written notice.
- K. The City, in its sole discretion, may require Vendor to rebalance the distribution of Electric-Assisted Bicycles in specified areas of the city if deemed too dense or too sparse, or if doing so will help promote equitable access to and from traditionally underserved areas within the City (as defined by the Metropolitan Council's ACP50 geography). Vendor will comply with all such requests within 24 hours of receiving notice from the City.
- L. Electric-Assisted Bicycles being parked on park property may only be parked in areas designated by signage as Electric-Assisted Bicycle parking, or, if no designated parking is identified, near existing bicycle parking, parking lots, or transit stops, but outside of the Transit Zone, or other areas so designated by the City.
- M. Vendor must provide an application program interface (API) that meets the requirements of the Mobility Data Specification (MDS) as published online at <https://github.com/openmobilityfoundation/mobility-data-specification>.
- N. Vendor must provide the City with monthly trip data in .csv format containing at a minimum the following information: trip ID, start time, end time, start location, end location, trip distance. Data regarding start location and end location shall be in longitude and latitude format, with each coordinate rounded to three decimal places.
- O. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessee warnings.
- P. Vendor agrees that trip data provided to the City may be public information subject to Minnesota Statutes Ch. 13 (the Minnesota Government Data Practices Act, or "MGDPA"), and that the City may store, distribute, display, analyze, or otherwise publish trip data for public use. The MGDPA governs disclosure requirements of government data and both parties agree to abide by and comply with the requirements of the MGDPA, regardless of any conflicting provisions in Vendor's MDS data sharing agreement.
- Q. Vendor shall not engage in any anti-competitive practices related to other vendors operating in Saint Paul.

- R. Vendor may work with the City to develop and implement a short survey of users to assist the City in evaluating the long-term use of Electric-Assisted Bicycles within the City's transportation and recreation plans.
- S. Vendor shall provide the City with up to five unlimited user licenses to aid in System oversight, monitoring quality control, verifying user experience and maintenance standards and validating data, and to aid in the relocation of Electric-Assisted Bicycles when necessary. Any injury, damage and liability that may occur during the use of such licenses shall be indemnified and defended by the City, unless such injury, damage, and liability is the result of malfunction of the Electric-Assisted Bicycle, the smartphone application, or other equipment or system provided or maintained by Vendor, or by negligence of Vendor.
- T. On a monthly basis, Vendor must ensure that Electric-Assisted Bicycles are distributed throughout the city in a manner that increases transportation equity as follows:
 - a. A minimum of 30% of the fleet must be distributed throughout the Metropolitan Council's ACP50 geographic areas. This requirement may not be met deploying electric-assisted within Harriet Island Regional Park and its immediate vicinity.
 - b. A maximum of 150 Electric-Assisted Bicycles operated by Vendor may be distributed within the Downtown Entertainment District as defined in Municipal Code Section 409.02.
 - c. A maximum of 50 Electric-Assisted Bicycles operated by Vendor may be distributed within Harriet Island Regional Park. If the Vendor feels that a larger number of vehicles should be considered for this location, the Vendor may request an increase in writing to the City Contract Administrator in accordance with Section 2.C of this agreement.
- U. Vendor must allow trips to begin or end at any location within the Service Zone, subject to all other parking requirements in the Agreement.
- V. Vendor must remove all Electric-Assisted Bicycles from City Property within 24 hours of receiving notice if the City determines that the Electric-Assisted Bicycles pose a threat to public health or safety, including, but not limited to, instances of civil unrest or health pandemics.
- W. Vendor shall not commence work until written notice is provided by the City pursuant to Section 3. Vendor shall continue work until the end of operational season date pursuant to Section 3.

SECTION 7: Insurance

Vendor must have insurance of the kind and in the amounts shown below for the duration of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds for General Liability via blanket endorsement.

A. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Cyber / Technology Errors and Omissions

\$1,000,000 per occurrence

\$1,000,000 aggregate

Policy must include an “all services, products, or completed operations” endorsement when appropriate. Limits can be satisfied through a combination of primary and excess/umbrella coverage.

B. Automobile Insurance

- i. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include: hired, non-owned and owned auto

- ii. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Vendor must provide the City with Endorsements from insurance company

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

- iii. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Vendor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

C. Workers Compensation and Employer's Liability

- i. Worker's Compensation coverage is required per Minnesota Statute
- ii. Employer's Liability shall have minimum limits of:
 - \$500,000 per accident
 - \$500,000 per employee
 - \$500,000 per disease policy limit
- iii. Vendors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

D. General Insurance Requirements

- i. The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy includes errors omissions coverage.

SECTION 8: Compliance with Applicable Law

Vendor must comply with all applicable federal, state, and local laws, and all applicable rules, regulations, and standards established by any agency of such governmental units, insofar as they related to the Vendor's performance of the provisions of this Agreement.

If, due to any change in Applicable law or the interpretation thereof by any court of law or other governing body having jurisdiction over this Agreement, performance of any provision of this Agreement shall become impracticable or impossible, the Vendor shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

SECTION 9: Non-Discrimination

Vendor shall not discriminate in the hiring of any person to perform services under this Agreement based upon race, sex, color, creed, religion, sexual or affectional orientation, age, disability, familial status, marital status, status with respect to public assistance, national origin or ancestry, nor will any such discrimination be practiced in the access to the services provided hereunder.

SECTION 10: Hold Harmless

The Vendor shall defend, indemnify and hold harmless the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any injuries or damages received by any person or property resulting from any act or omission by any person employed by Vendor in carrying out the terms of this Agreement and by claims brought by third parties regarding the location, condition, or performance of the Electric-Assisted Bicycles being operated within the City of Saint Paul. Vendor's indemnification and defense obligation shall not apply to claims arising out of the City's negligence or misconduct.

SECTION 11: Conflict of Interest

Vendors' acceptance of this agreement indicates compliance with Saint Paul Administrative Code § 24.03: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." Vendor affirms that to the best of the Vendor's knowledge this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract.

SECTION 12: Termination

The City reserves the right to terminate this Agreement as it relates to Electric-Assisted Bicycles at any time with or without cause and, with regards to non-electric bicycles for noncompliance with the terms of this license or if any legislative or administrative bodies enact new regulations that restrict the City's ability to offer shared mobility services or impose new requirements on such programs upon twenty-four (24) hours advanced written notice to Vendor. City will give Vendor written notice of the termination delivered electronically or by U.S. Mail, with proof of delivery, addressed to the Contract Administrator at the address listed in Section 15 below. Vendor will have fifteen calendar days from receipt of notice to remove all Electric-Assisted Bicycles from the City Property. Vendor may also terminate this Agreement at any time with or without cause by notifying the Contract Administrator listed in Section 15 below via email. Vendor will have fifteen calendar days from delivery of notice to remove all Electric-Assisted Bicycles from City Property. In the event that the Agreement is terminated by City or Vendor, the City will not return any portion of the undisputed Fees paid to the City. The provisions of Section 10 shall survive any termination of this Agreement.

Vendor agrees to voluntarily release and waive any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Agreement by the City. Vendor agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Agreement. Vendor agrees not to sue or institute any legal action against the City based upon any of the claims released in this paragraph.

SECTION 13: Amendment or Changes to Agreement

Any changes or amendments to the provisions of this Agreement will be valid only when reduced to writing and duly signed by the parties.

SECTION 14: Force Majeure

Vendor will not be liable for any failure to perform under this Agreement caused by severe weather, acts of God, health pandemic and epidemics, civil or military emergencies, or acts of legislative or judicial bodies.

SECTION 15: Contract Administration

The following individuals are designated as the Contract Administrators, to whom all communications regarding this Agreement should be addressed:

CITY OF SAINT PAUL

David Peterson
800 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102
(651) 266-9724
david.peterson@ci.stpaul.mn.us

VENDOR

LeAaron A. Foley
1925 Oakcrest Avenue, Suite 6
Roseville, MN 55113
(708) 256-2034
lee.foley@li.me

SECTION 16: Assignment

This Agreement may not be assigned or transferred without the written consent of the City and any attempt to do so will be void, except to the extent the parties wish to assign or transfer the agreement to an affiliate without a change in control, which may be done without the written consent of the other party.

SECTION 17: Entire Agreement

It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

SECTION 18: Counterparts

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

SECTION 19: Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

2023 Saint Paul Electric Bicycle Sharing Operating Agreement

For the City:

For the Vendor:

Mayor or Deputy Mayor

Lime-RGM, US North

Director of Public Works

Director of Parks and Recreation

Director of Financial Services

Approved as to Form:

City Attorney's Office