

1 for any fiscal year, then, and in that event, the Agreement will terminate at no
2 additional cost or obligation to the City.

3 C. Contractor may select the time and place of performance for
4 these services; provided, however, that access to City documents, records and the
5 like, if needed by Contractor, shall be available only during City's normal business
6 hours and provided that milestones for performance, if any, are met.

7 D. Contractor has requested to receive regular payments. City
8 shall pay Contractor in due course of payments following receipt from Contractor
9 and approval by City of invoices showing the services or task performed, the time
10 expended (if billing is hourly), and the name of the Project. Contractor shall certify
11 on the invoices that Contractor has performed the services in full conformance with
12 this Agreement and is entitled to receive payment. Each invoice shall be
13 accompanied by a progress report indicating the progress to date of services
14 performed and covered by the invoice, including a brief statement of any Project
15 problems and potential causes of delay in performance, and listing those services
16 that are projected for performance by Contractor during the next invoice cycle.
17 Where billing is done and payment is made on an hourly basis, the parties
18 acknowledge that this arrangement is either customary practice for Contractor's
19 profession, industry or business, or is necessary to satisfy audit and legal
20 requirements which may arise due to the fact that City is a municipality.

21 E. Contractor represents that Contractor has obtained all
22 necessary information on conditions and circumstances that may affect its
23 performance and has conducted site visits, if necessary.

24 F. CAUTION: Contractor shall not begin work until this
25 Agreement has been signed by both parties and until Contractor's evidence of
26 insurance has been delivered to and approved by City.

27 2. TERM. The term of this Agreement shall commence at midnight on
28 March 1, 2020, and shall terminate at 11:59 p.m. on February 28, 2023, unless sooner



1 terminated as provided in this Agreement, or unless the services or the Project is
2 completed sooner. The term may be extended for two (2) additional one-year periods, at the
3 discretion of the City Manager.

4 3. COORDINATION AND ORGANIZATION.

5 A. Contractor shall coordinate its performance with City's
6 representative, if any, named in Exhibit "C", attached to this Agreement and
7 incorporated by this reference. Contractor shall advise and inform City's
8 representative of the work in progress on the Project in sufficient detail so as to
9 assist City's representative in making presentations and in holding meetings on the
10 Project. City shall furnish to Contractor information or materials, if any, described in
11 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
12 perform any other tasks described in the Exhibit.

13 B. The parties acknowledge that a substantial inducement to City
14 for entering this Agreement was and is the reputation and skill of Contractor's key
15 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
16 reference. City shall have the right to approve any person proposed by Contractor
17 to replace that key employee.

18 4. INDEPENDENT CONTRACTOR. In performing its services,
19 Contractor is and shall act as an independent contractor and not an employee,
20 representative or agent of City. Contractor shall have control of Contractor's work and the
21 manner in which it is performed. Contractor shall be free to contract for similar services to
22 be performed for others during this Agreement; provided, however, that Contractor acts in
23 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
24 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
25 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
26 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
27 the usual and customary rights, benefits or privileges of City employees. Contractor
28 expressly warrants that neither Contractor nor any of Contractor's employees or agents



1 shall represent themselves to be employees or agents of City.

2 5. INSURANCE.

3 A. As a condition precedent to the effectiveness of this
4 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
5 duration of this Agreement, from insurance companies that are admitted to write
6 insurance in California and have ratings of or equivalent to A:V by A.M. Best
7 Company or from authorized non-admitted insurance companies subject to Section
8 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
9 by A.M. Best Company, the following insurance:

10 i. Commercial general liability insurance (equivalent in
11 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
12 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
13 This coverage shall include but not be limited to broad form contractual
14 liability, cross liability, independent contractors liability, and products and
15 completed operations liability. City, its boards and commissions, and their
16 officials, employees and agents shall be named as additional insureds by
17 endorsement (on City's endorsement form or on an endorsement equivalent
18 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
19 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
20 and this insurance shall contain no special limitations on the scope of
21 protection given to City, its boards and commissions, and their officials,
22 employees and agents. This policy shall be endorsed to state that the insurer
23 waives its right of subrogation against City, its boards and commissions, and
24 their officials, employees and agents.

25 ii. Workers' Compensation insurance as required by the
26 California Labor Code and employer's liability insurance in an amount not
27 less than \$1,000,000. This policy shall be endorsed to state that the insurer
28 waives its right of subrogation against City, its boards and commissions, and



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their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all subconsultants or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk



1 Manager or designee.

2 F. Prior to the start of performance, Contractor shall deliver to City
3 certificates of insurance and the endorsements for approval as to sufficiency and
4 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
5 insurance, furnish to City certificates of insurance and endorsements evidencing
6 renewal of the insurance. City reserves the right to require complete certified copies
7 of all policies of Contractor and Contractor's subconsultants and contractors, at any
8 time. Contractor shall make available to City's Risk Manager or designee all books,
9 records and other information relating to this insurance, during normal business
10 hours.

11 G. Any modification or waiver of these insurance requirements
12 shall only be made with the approval of City's Risk Manager or designee. Not more
13 frequently than once a year, City's Risk Manager or designee may require that
14 Contractor, Contractor's subconsultants and contractors change the amount, scope
15 or types of coverages required in this Section if, in his or her sole opinion, the
16 amount, scope or types of coverages are not adequate.

17 H. The procuring or existence of insurance shall not be construed
18 or deemed as a limitation on liability relating to Contractor's performance or as full
19 performance of or compliance with the indemnification provisions of this Agreement.

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of Contractor and Contractor's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement was
23 and is the professional reputation and competence of Contractor and Contractor's
24 employees. Contractor shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
26 of City, except that Contractor may with the prior approval of the City Manager of City,
27 assign any moneys due or to become due Contractor under this Agreement. Any
28 attempted assignment or delegation shall be void, and any assignee or delegate shall



1 acquire no right or interest by reason of an attempted assignment or delegation.
2 Furthermore, Contractor shall not subcontract any portion of its performance without the
3 prior approval of the City Manager or designee, or substitute an approved subconsultant
4 or contractor without approval prior to the substitution. Nothing stated in this Section shall
5 prevent Contractor from employing as many employees as Contractor deems necessary
6 for performance of this Agreement.

7 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
8 certifies that, at the time Contractor executes this Agreement and for its duration,
9 Contractor does not and will not perform services for any other client which would create a
10 conflict, whether monetary or otherwise, as between the interests of City and the interests
11 of that other client. Contractor further certifies that Contractor does not now have and shall
12 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
13 other source of income, interest in real property or investment which would be affected in
14 any manner or degree by the performance of Contractor's services hereunder. And,
15 Contractor shall obtain similar certifications from Contractor's employees, subconsultants
16 and contractors.

17 8. MATERIALS. Contractor shall furnish all labor and supervision,
18 supplies, materials, tools, machinery, equipment, appliances, transportation and services
19 necessary to or used in the performance of Contractor's obligations under this Agreement,
20 except as stated in Exhibit "D".

21 9. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Contractor or furnished to Contractor in connection
23 with this Agreement, including but not limited to documents, estimates, calculations,
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
25 models, reports, summaries, drawings, designs, notes, plans, information, material and
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
27 and City shall have the unrestricted right to use and disclose the Data in any manner and
28 for any purpose without payment of further compensation to Contractor. Copies of Data



1 may be retained by Contractor but Contractor warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. This warranty
3 shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
6 prior written notice to the other party. In the event of termination under this Section, City
7 shall pay Contractor for services satisfactorily performed and costs incurred up to the
8 effective date of termination for which Contractor has not been previously paid. The
9 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
10 date of termination, Contractor shall deliver to City all Data developed or accumulated in
11 the performance of this Agreement, whether in draft or final form, or in process. And,
12 Contractor acknowledges and agrees that City's obligation to make final payment is
13 conditioned on Contractor's delivery of the Data to City.

14 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
16 performing its services, during the term of this Agreement and for five (5) years following
17 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
18 all information, whether written, oral or visual, obtained by any means whatsoever in the
19 course of performing its services for the same period of time. Contractor shall not disclose
20 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
21 of others except for the purpose of this Agreement.

22 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
23 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
25 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
26 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
27 to subpoena or court order.

28 13. ADDITIONAL COSTS AND REDESIGN.



1 A. Any costs incurred by City due to Contractor's failure to meet
2 the standards required by the scope of work or Contractor's failure to perform fully
3 the tasks described in the scope of work which, in either case, causes City to request
4 that Contractor perform again all or part of the Scope of Work shall be at the sole
5 cost of Contractor and City shall not pay any additional compensation to Contractor
6 for its re-performance.

7 B. If the Project involves construction and the scope of work
8 requires Contractor to prepare plans and specifications with an estimate of the cost
9 of construction; then Contractor may be required to modify the plans and
10 specifications, any construction documents relating to the plans and specifications,
11 and Contractor's estimate, at no cost to City, when the lowest bid for construction
12 received by City exceeds by more than ten percent (10%) Contractor's estimate.
13 This modification shall be submitted in a timely fashion to allow City to receive new
14 bids within four (4) months after the date on which the original plans and
15 specifications were submitted by Contractor.

16 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
17 amended, nor any provision or breach waived, except in writing signed by the parties which
18 expressly refers to this Agreement.

19 15. LAW. This Agreement shall be construed in accordance with the laws
20 of the State of California, and the venue for any legal actions brought by any party with
21 respect to this Agreement shall be the County of Los Angeles, State of California for state
22 actions and the Central District of California for any federal actions. Contractor shall cause
23 all work performed in connection with construction of the Project to be performed in
24 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
25 county or municipal governments or agencies (including, without limitation, all applicable
26 federal and state labor standards, including the prevailing wage provisions of sections 1770
27 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
28 marshal, health officer, building inspector, or other officer of every governmental agency



1 now having or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

3 A. Contractor agrees that all public work (as defined in California
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public
5 Work"), if any, shall comply with the requirements of California Labor Code sections
6 1770 *et seq.* City makes no representation or statement that the Project, or any
7 portion thereof, is or is not a "public work" as defined in California Labor Code
8 section 1720.

9 B. In all bid specifications, contracts and subcontracts for any
10 such Public Work, Contractor shall obtain the general prevailing rate of per diem
11 wages and the general prevailing rate for holiday and overtime work in this locality
12 for each craft, classification or type of worker needed to perform the Public Work,
13 and shall include such rates in the bid specifications, contract or subcontract. Such
14 bid specifications, contract or subcontract must contain the following provision: "It
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of
16 wages to all workers employed by the contractor in the execution of this contract.
17 The contractor expressly agrees to comply with the penalty provisions of California
18 Labor Code section 1775 and the payroll record keeping requirements of California
19 Labor Code section 1771."

20 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 18. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or



1 in connection with (1) Contractor's breach or failure to comply with any of its
2 obligations contained in this Agreement, including any obligations arising from the
3 Project's compliance with or failure to comply with applicable laws, including all
4 applicable federal and state labor requirements including, without limitation, the
5 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
6 acts, errors, omissions or misrepresentations committed by Contractor, its officers,
7 employees, agents, subcontractors, or anyone under Contractor's control, in the
8 performance of work or services under this Agreement (collectively "Claims" or
9 individually "Claim").

10 B. In addition to Contractor's duty to indemnify, Contractor shall
11 have a separate and wholly independent duty to defend Indemnified Parties at
12 Contractor's expense by legal counsel approved by City, from and against all
13 Claims, and shall continue this defense until the Claims are resolved, whether by
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
15 breach, or the like on the part of Contractor shall be required for the duty to defend
16 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
17 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was
20 caused by the sole negligence or willful misconduct of Indemnified Parties,
21 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

26 19. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any Exhibit, the provisions of this Agreement shall govern.

28 20. NONDISCRIMINATION.



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A. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Contractor agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Contractor may rely on written representations by subconsultants and contractors regarding their status. Contractor shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Contractor for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:



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“During the performance of a contract with the City of Long Beach, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

23. COPYRIGHTS AND PATENT RIGHTS.

A. Contractor shall place the following copyright protection on all



1 Data: © City of Long Beach, California _____, inserting the appropriate year.


2 B. City reserves the exclusive right to seek and obtain a patent or
3 copyright registration on any Data or other result arising from Contractor's
4 performance of this Agreement. By executing this Agreement, Contractor assigns
5 any ownership interest Contractor may have in the Data to City.

6 C. Contractor warrants that the Data does not violate or infringe
7 any patent, copyright, trade secret or other proprietary right of any other party.
8 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
9 and employees harmless from any and all claims, demands, damages, loss, liability,
10 causes of action, costs or expenses (including reasonable attorney's fees) whether
11 or not reduced to judgment, arising from any breach or alleged breach of this
12 warranty.

13 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
14 that Contractor has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
16 commission or other monies based on or from the award of this Agreement. If Contractor
17 breaches this warranty, City shall have the right to terminate this Agreement immediately
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
19 due under this Agreement or otherwise recover the full amount of the fee, commission or
20 other monies.

21 25. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 26. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 17, 19, 22 and 28 prior to termination or expiration of this Agreement.



OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lorna Beach, CA 90802-4664

1 27. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
3 Contractor shall be solely responsible for payment of all federal and state taxes resulting
4 from payments under this Agreement. Contractor shall submit Contractor's Employer
5 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
6 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
7 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
8 Contractor provides one of these numbers.

9 28. ADVERTISING. Contractor shall not use the name of City, its officials
10 or employees in any advertising or solicitation for business or as a reference, without the
11 prior approval of the City Manager or designee.

12 29. AUDIT. City shall have the right at all reasonable times during the
13 term of this Agreement and for a period of five (5) years after termination or expiration of
14 this Agreement to examine, audit, inspect, review, extract information from and copy all
15 books, records, accounts and other documents of Contractor relating to this Agreement.

16 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MOBILITYCLOUD INC., a New York corporation

04 March, 2020

By [Signature]
Name Marion Pj
Title CEO

_____, 2020

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 10, 2020

By Rebecca L. Garner
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on March 9, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Scope of Work

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

PRODUCTS AND SERVICES

1. **Bicycle**. The Bicycle has a classic Dutch-style design with a simple step-over frame that is easy to mount and to hold in the stopped position. Furthermore, the Bicycle is highly durable, rugged, aesthetically attractive, and designed specifically to endure elevated levels of wear and tear in urban environments.
2. **Rack**. The Rack is a single parking space frame for a Bicycle that can be securely bolted directly into the ground or alternatively mounted onto a base plate that lies flat on the ground as a weighted anchor point (base plates incur an additional cost). The Rack is of Mobility proprietary design to complement the dimensions and aesthetics of the Bicycle. Racks are configured as individual units.
3. **Lock**. The Lock is Mobility proprietary locking system and technology package, which is equipped onto each Bicycle. A Lock is set on top of the rear wheel of each Bicycle and is covered by a front cap with keypad interface and a two-piece rear cap.
 - 3.1. The locking system includes a standard "u-bar" bicycle lock that works with any regular bicycle parking rack.
 - 3.2. The technology package includes a PCB with a computer module, a GSM module, a GPS receiver, a solar panel, and additional components and sensors. The technology package communicates with a central server in real-time to transmit the location of the Bicycle and any other rental-related information.
4. **The Operator Platform**. The Operator Platform is an administration and management tool provided by Mobility to City specifically for the Bicycle Sharing Program. Features of the Operator Platform, which may be updated by Mobility at any time, include the following:
 - 4.1. **A Bicycle rental management system**: The Operator Platform allows City to manage, create, and end Bicycle rentals made by Subscribed Users via the User Platform.
 - 4.2. **A Subscribed User management system**: The Operator Platform allows City to review Subscribed User accounts including checking payment status and billing history, reviewing and changing subscription plans, submitting payments for processing, reviewing rental history, flagging individual Subscribed User accounts for misuse (e.g., excessive damage to Bicycles, lost Bicycles), and other similar functions for managing Subscribed User accounts.
 - 4.3. **A Bicycle Sharing Program administration system**: The Operator Platform allows City to oversee the general operation of the Bicycle Sharing Program including examining the real-time location of Bicycles, viewing alerts such as battery level and repair status, designating stations and system areas, viewing and analyzing Subscribed User Data (subject to the terms of this Agreement), and messaging Subscribed Users.
5. **The User Platform**. The User Platform is a user-facing tool provided by Mobility to Subscribed Users specifically for the Bicycle Sharing Program. Features of the User Platform, which may be updated by Mobility at any time, include the following: the ability to track ride data and routes, share ride data on social media, and track account balances.



EXHIBIT "B"

Rates or Charges

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'VGP'.

PROGRAM FEE SCHEDULE

The following fees shall be due and payable by City to Mobility. All costs and fees are payable according to the payment terms listed below.

OPERATIONS
(in United States dollars)

MONTHLY ONGOING SERVICES		Quantity	Price	Total
M.1	Platform Connectivity (per bike fee)	450	\$ 8	\$ 3,600
M.2	Software License (flat fee)	1	\$ 2,500	\$ 2,500
Total Monthly ongoing services cost		-	\$ -	\$ 6,100

"Software License" includes basic account management and maintenance for the Operator Platform and User Platform. The Software License includes limited technical field support for the Bicycle Sharing Program, including Mobility's response to reasonable City inquiries regarding day-to-day use of the Operator Platform and User Platform. The Software License excludes modification or customization of the Operator Platform, the User Platform, visits to the Site from Mobility's employees or representatives, data analysis or reporting, support for and customer service to Subscribed Users, and all other services.

City is responsible for all operations, management, insurance, and maintenance costs.



EXHIBIT "C"

City's Representative:

Jennifer Carey, Community Relations Officer

(562) 570-6522

A handwritten signature in black ink, appearing to be 'J. Carey', located in the bottom right corner of the page.

EXHIBIT "D"

Materials/Information Furnished: None

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EXHIBIT "E"

Consultant's Key Employee:

Marcin Pyla

Marcin@Mobility.Cloud

+48 660 77 88 92

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Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorised and approved to authorise and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: **Marcin Pyla**

Position/Title: Chief Executive Officer

Telephone Number: (650) 422 9427

Email Address: marcin@mobility.cloud

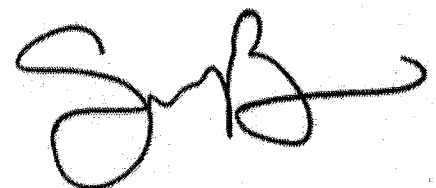
Signature:



The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of MobilityCloud Inc, a corporation duly conformed pursuant to the laws of the state of Delaware, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of MobilityCloud on 28th of June, 2019.

I, as authorised by the Company, hereby certify and attest that all the information above is true and correct.



Sonia Becerra, Incorporator