



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY COUNCIL SPECIAL MEETING AGENDA
Monday, April 04, 2022
7:30 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special meeting of the Grand Rapids City Council will be held on Monday, April 4, 2022 at 7:30 AM in City Hall Conference Room 2B, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

ADMINISTRATION:

1. Consider entering into a contract with High Road Touring and approve payment according to the terms of the contract.
2. Consider and addendum to the Grand Rapids Autonomous Vehicle Master Services Agreement (MSA)
3. Consider approval of a contract with Plum Catalyst

ADJOURNMENT:

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 4-4-2022

AGENDA ITEM: Consider entering into a contract with High Road Touring and approve payment according to the terms of the contract.

PREPARED BY: Tom Pagel

BACKGROUND:

Under an agreement between the City and KAXE, the City will be the contract holder for the headline act for Grand Rapids Riverfest. Attached is the contract with High Road Touring for the headliner.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a contract with High Road Touring and authorize payment according to the terms of the contract.

Agreement made this date, March 30, 2022 by and between Foxtrot Touring Corporation f/s/o Wilco (hereinafter referred to as Artist) and **City of Grand Rapids** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Wilco 100% Equal Festival
VENUE: Grand Rapids Riverfest Festival Grand Rapids Area Library Amphitheater
140 NE 2nd Street, Grand Rapids, MN 55744, USA
PRODUCTION: Kari Hedlund 218-326-1234 KHedlund@kaxe.org
SHOWDATES: Sat, Sep 10, 2022

TICKETS: Description	Quantity	Comps	Kills	Price	Deductions	GP	Adjusted GP
GA - Adult	4,000	0	0	99.00	0	396,000.00	396,000.00
GA - Child 11-17	0	0	0	29.00	0	0.00	0.00
	4,000	0	0			396,000.00	396,000.00
Total Shows: 1	4,000	0	0			Gross Potential:	396,000.00
Facilities Ticket Surcharge: 0						Adjusted Gross Potential:	396,000.00
10 Artist Comps PLEASE ADVANCE ARTIST COMPS DIRECTLY WITH TOUR MANAGER						Tax (%):	Tax Total: 0.00
						Net Potential:	396,000.00

TERMS: 175,000.00 US Dollar (US\$) guarantee paid to Artist.
Flat guarantee paid to Artist PLUS room accommodations

ADDITIONAL PROVISIONS:

Purchaser agrees to provide Festival sound and lights
Purchaser shall provide Festival style catering and hospitality

Contract Due to High Road Touring by 8/10/2022

EVENT SPECIFICS:

SATURDAY, SEPTEMBER 10, 2022 2:00PM
Doors Open: 12:00pm Show Time: 2:00pm Onstage Time: 8:00pm Curfew: 10:00pm Age Limit: All Ages
Notes: Headline Slot

MERCHANDISING RATES:

Building Sell Merchandise %: 75 Artist Sell Merchandise %:
Building Sell Recorded Product %: 75 Artist Sell Recorded Product %:
Notes:

OTHER ARTIST(S):

PAYMENTS:

87500 US Dollar (US\$) deposit IS DUE to this Agency by 8/10/2022 in the form of a certified check or bank wire only

Balance of payment with any applicable overages in cash or company check is due on the night of show made payable to Artist's touring entity.

**Deposit payments payable to High Road Touring, LLC. Mailing address: 751 Bridgeway, 3rd Floor
Sausalito, CA 94965 Wire Information: Bank of Marin 504 Redwood Blvd, Suite 100, Novato, CA 94947 ABA 121141877 Account 07888191**

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

It is understood by the Purchaser and the Artist who are parties to this contract that neither High Road Touring nor it's employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither High Road Touring nor it's employees nor directors shall be liable for the performance of breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto. Should any Additional Provision(s), Rider, Addendum, and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.

This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Foxtrot Touring Corporation f/s/o Wilco
02-0539362

City of Grand Rapids
Signatory: Dale Christy, Mayor Fed ID#: 41-6005201

X

X

C/O High Road Touring; 751 Bridgeway, 3rd Floor
Sausalito, CA 94965

260 NE 2nd Street, Grand Rapids, MN 55744, USA
218-326-1234 Fax: 218-326-1235

Booking Agent: Frank Riley (415) 332-9292 Fax:(415) 332-4692

Contact: Kari Hedlund

PRODUCTION SPECIFICATIONS

Hello! You are reading this information in preparation for a W I L C O headlining performance. We are excited about working with you to produce a wonderful show! If your venue has any quirks or we need to make certain accommodations, give us plenty of notice so we can form the best plan of action together. Please ask questions during the advance if anything seems unclear or if there are aspects of our show you do not understand.

Please make sure any changes or concerns are cleared with the Tour and Production Managers.

PRODUCTION: ADVANCE SPECIFICATIONS

- PROD1. Email a readable map or directions to the venue, explaining where the load-in and bus parking can be found. We will need to park the buses and truck at the load-in, and have power for the buses (landline/shore-power). Please let us know in advance if this is not possible so we can arrange our travel plans and driving hours accordingly.
- PROD2. Any negative impact on schedule or cost due to lack of information provided during the advance, shall be the responsibility of the promoter. No exceptions shall be made for items on this rider that were not specifically agreed to by the production manager during the advance.
- PROD3. A representative of the Promoter capable of making any decisions pertaining to this engagement must be present at the place of performance from the time of load-in through the time of the Wilco final departure from the building.
- PROD4. RUNNER SPECIFICATIONS: Please provide a runner with the following qualifications:
- a. Clean, safe and comfortable vehicle capable of carrying 8 people including the artists, plus the runner.
 - b. Must speak English
 - c. Have an extensive knowledge of the local area
 - d. Legally insured to drive
 - e. Knowledge of local music supply stores as well as restaurants and other local amenities
 - f. Must be available one hour prior to the scheduled load in time
 - g. Working cellular telephone, the number of which is to be supplied to the band's production manager three days prior to the show day.
 - h. Must be available to collect laundry and have it returned the same day.
- PROD5. Necessary parking and driving permits are the responsibility of the promoter.

SOUND AND LIGHTS

- PROD6. The promoter agrees to provide suitable sound and lighting systems as per the artist's technical rider and as per advance with the production manager.
- PROD7. As much pre-production must be done before we arrive: Racks and Stacks Hung and ready, lights correctly gelled and patched BEFORE we arrive is absolutely necessary!!
- PROD8. **FOH Main System**
- a. WILCO carries a control package, and only needs Racks and Stacks Provided. The only exception to this are one-off's and fly dates.
 - b. The Main RACKS/STACKS FOH system must be able to reproduce 110db(A) of clean and undistorted sound at FOH and is to be configured as LEFT, RIGHT, FRONT FILL, SUBS. The Main FOH system shall be of known commercial name, supplied by a known sound company, and be fully functional at the time of Wilco's production load-in. All zones of the main system must have EQ/delay and be controlled at FOH. Please provide enough PA (including subs) to cover the audience evenly throughout the entire frequency range.
 - c. Some suitable system examples are, but are not limited to:
 - 1) L' Acoustics K1/K2
 - 2) d&b J/V Series
 - 3) Meyer Leo Family
 - 4) JBL VTX
 - d. Systems must be flown in all situations where rigging points are possible. If ground stacking is the only option, please advise during the advance.
 - e. **FLY DATES ONLY: Preferred FOH console: Digico SD10, All other consoles must be advanced on a per show basis.**
 - f. ALL DATES: We require a competent Systems Engineer who has a full understanding and prior working knowledge of the sound system being provided to assist during set-up, sound-check and for the duration of the show.
 - g. Any system processors must be available for adjustment.
 - h. If there is a sound pressure level limit, this absolutely must be advanced with Wilco production manager prior to our arrival.
 - i. We are recording the show for archival purposes – any origination fees must be discussed and agreed to well in advance of show day.

PROD9. **Monitors – ONLY APPLICABLE FOR FLY DATES OR ONE OFFS**

- a. Monitor System: This must be comprised of **(12) fully processed amplifier channels** and **(16) coaxial 15” speakers**. This will include the “Listen” wedge. No drum sub necessary. Three way side fills are to be advanced on a per show basis. We will also need (3) three channels of xlr (monitor mix outputs “Thumper/ HW IEMS”) at the drum position.
- b. Preferred monitors: D&B M4, L’Acoustics HIQ
- c. Preferred console: Avid S6L.
- d. All other consoles/monitors should be advanced on a per show basis.

PROD10. **Audio and Staging Production notes:**

- a. Wilco travels with and will provide all inputs (mics/clips/di), mic stands and mic cable. Additional inputs and stands will be needed for any support acts.
- b. Wilco needs 100 amp three phase power disconnect stage left. Cam-Lok Tie in, or Tails OK. If Tails, then please have electrician on hand to tie in power. Under no circumstances will Wilco use power shared by lighting.
- c. Risers: Wilco travels with their own (3) three 8’x8’x1’ rolling risers.
- d. Performance Space: Wilco requires a minimum stage area of 36’ wide by 30’ deep. This area is to be free and clear of all obstacles and does not include space for PA, monitors, and tech areas
- e. Tech Areas: Wilco requires the Stage Left wing to be clear for the Monitor mix position and one guitar tech area. Wilco requires the Stage Right wing to be free and clear for (2) two guitar techs with clear visibility and quick access to the stage
- f. Backline: Wilco carries all band gear needed for our show
- g. Temporary/Outdoor Stages: All stages must be constructed by a recognized and certified design. The stage must be level with no uneven surfaces and be able to hold 2,500 lbs. per 8’x8’ section. The stage should be a minimum of 3’ from the audience level. Stairs must be provided on both side of the stage and must have handrails if above 3’. If the stage is only 32’ wide, tech wings must be built at stage level to ensure a clear line of sight with all musicians. All stages must have a roof and front extension to protect the band and gear. Wilco requires Tech areas and FOH to be covered at all times up until show time. ***A Stageline 555 with full upstage to downstage covered wings should be provided when sourcing a mobile stage for WILCO. Wings should be a minimum of 12 feet deep.***

- h. ***If a Stageline 555 is not possible: An SL320 can be provided BUT ONLY IF staging company provides 16 foot deep covered wings that run the entire upstage to downstage length of the stage. ANY SL320 without the wing package above is not allowed.*** Please make sure all safety measures are in place, and please have a written plan of action for high winds, rain and lightning.
- i. Barricade: Always preferred – However, if not necessary at a specific venue shows, please advise why during the advance.

PROD11. **LIGHTING:** Please see attached Lighting Rider.

PRODUCTION LOAD-IN AND PERFORMANCE SCHEDULE

PROD12. **Load In/Setup will require the following:**

- a. 3 hours set up and hang of Wilco Lighting rig and Soft Goods if the tour is providing a lighting package in addition to local lights per rider.
- b. 1 hour for lighting focus
- c. 2 Hours for backline and audio to set the stage.
- d. 1 Hour support act sound checks
- e. All Soundchecks and production work should be completed 1 hour before doors
- f. If there is a support act in addition to Wilco, allow 30 minutes between the end of the support act
- g. Allow minimum 2 hours for WILCO set
- h. Notify the Production Manager and Tour Manager during advance of show date if there is a strict curfew.

PROD13. **Promoter provides the following crew:**

- a. A qualified house sound engineer/systems tech **and** a qualified monitor tech/engineer.
- b. A qualified house lighting engineer/tech tasked to work with our LD all day.
- c. Minimum 12 experienced stagehands/loaders for load in and load out. Typically 2 Loaders and 10 hands. Riggers advanced as needed.
- d. Notify production manager during advance of stairs or any other complications to loading equipment in/out. If so, prepare to increase crew as needed
- e. We require a minimum of 4 crew to assist in change over between bands when a support act is on the bill
- f. 2 crew to assist the merchandiser with moving merchandise from the point of sale to the trailer after completion of back-line load-out

- g. 2 crew members to assist moving food and supplies from the dressing room to the bus
- h. No drinking or intoxication is allowed. If a crewmember is released for this reason, the venue is responsible for replacing the crewmember at their cost.
- i. Fully qualified and experienced technicians for lighting and sound available from load-in – Please make sure you have people available for both FOH, MONS and Light positions.
- j. They should remain available to assist the band’s touring crew throughout the day, subject to agreed breaks.

PROD14. **LOAD-OUT**

The Production manager must be notified in advance of any events (club nights, etc.) occurring after the show that will affect load-out. If this is the case, coordinate with production manager to ensure smooth, hassle-free load-out.

PROD15. **PRODUCTION OFFICE**

- a. Please provide a clean, comfortable and well-lit room for use as a production office. Ideally, this should be near to the dressing rooms. It should not be in a public part of the building. There should be enough space for 4 people to sit and work comfortably.
- b. Please ensure the room has
 - 1) 2 tables suitable for working (trestle tables)
 - 2) 4 upright chairs
 - 3) HARDWIRED INTERNET** connection in production office is required. Wilco will be providing our own router to use for the day. **THIS IS A PRIORITY AND THE HARD LINE SHOULD BE AVAILABLE TO US AT VENUE ACCESS.**

VENUE AND LEGAL

VENU1. **PARKING**

Please provide parking for three 45-foot tour buses and one semi-truck with 53 foot trailer. These should be near to the stage and dressing rooms and on a surfaced road or steel tracks. Production and Back-line will be on the bus trailers. Parking must be close to load in doors.

VENU2. **SECURITY**

- a. Please see Security rider/addendum
- b. **PASSES:** Precise details of pass access will be discussed on the day, but as a general rule, nobody is allowed into either dressing room without a Laminated Wilco All Areas Tour Pass. All touring band and crew will have a laminated All Areas Tour Pass. Wilco will provide our own sticky passes for all other credentials. **A full color pass sheet will be provided to all members of security staff.**
VENUE CREDENTIALS MAY NOT BE USED TO CIRCUMVENT TOUR CREDENTIALS.

VENU3. **SHOWERS**

If the venue has showers, please make sure they are clean, lockable and produce enough hot water for 15 people to shower on the same day. Irrespective of whether or not the venue has showers, please provide a total of 48 bath towels as per the hospitality rider. **Please make sure we have access to the showers in the morning, even if it is prior to load-in.**

VENU4. **CONTROL OF PRODUCTION/PERFORMANCE**

Wilco and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions:

- a) Absolutely no pro audio recording, video recording, nor radio broadcasting will be allowed during the performance except where authorised by the production manager. In such circumstances, the production manager shall issue relevant passes.
- b) The show is fan friendly for “Tapers” but no board feeds allowed and no video in conjunction with taping.
- c) No photo passes shall be issued without specific authorisation from the tour manager.
- d) Wilco shall exercise complete control over the choice of music played through the house system for the duration of the evening. However, if Wilco production crew does not provide pre-show music, please ensure that the house sound crew has music lined up for the opening of doors.

VENU5. **PAYMENT**

- a. All payments are to be made by cash, money order, certified check or wire transfer.
- b. If the full price agreed upon involves a percentage after a break point, that break point represents the fixed total of all actual and accepted expenses pertaining to this engagement. The budgeted costs are to be seen as a maximum. The actual costs must be verified by receipt and documentation of each expense at settlement. Items not supported by receipts or documentation will not be allowed as accepted expenses.
- c. Wilco shall have the right to have a representative present in the box office at all times. Said representative shall have access to the box office records of the PURCHASER relating to the gross receipts of this engagement only.
- d. In the event that the compensation payable to Wilco hereunder is based in whole or in part on the box office receipts, Wilco shall have the right to set a limit on the number of complimentary admissions to be allowed by the house, including house guests, employee guests, band guests, and press.

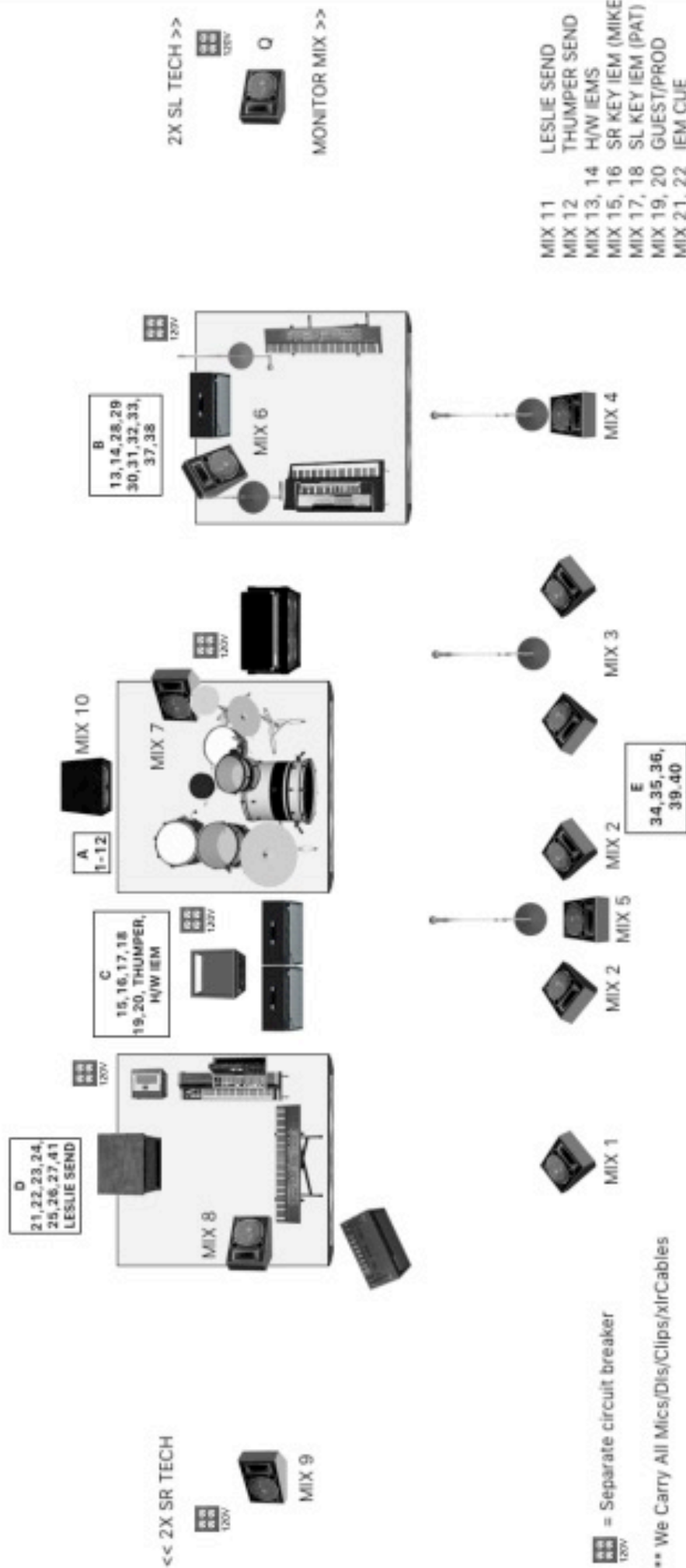
VENU6. **MERCHANDISING**

- a. Wilco shall have the exclusive right (but not obligation) to sell goods (including, but not limited to, compact discs, tapes, records, and items of clothing) on the premises of the place of performance. Any commissions or fees charged on such sales must be laid out clearly and in writing to the production manager at least 2 weeks prior to the show. The sale of recorded product of any kind shall be exempt from said commission. The agreed payment shall include all house commissions and shall be the only payment made with respect to merchandising rights during this engagement. The PURCHASER agrees that no party, including the PURCHASER him/herself, will appropriate the ARTIST's name or likeness for any merchandising use whatsoever. This prohibition includes any and every type of poster intended for sale at the venue or elsewhere at any time. We will have a merchandise seller with us, but based on venue capacity and show sales we may need additional sellers. This should be advanced with Production manager.
- b. Please provide the following for sales:
 - i) Clean, warm, well-lit and highly visible area suitable for merchandise sales
 - ii) 4 clean trestle tables, each at least 4 feet by 2 feet,
 - iii) 1 chair Minimum
 - iv) 1-security personnel.

WILCO 2021

RISERS ARE FOR FESTIVALS ONLY

Jared Dottorelli PM/MON
wilcoproduction@gmail.com



1. K IN	09. FL 2	17. JT 2	25. LESLIE LO	33. GLOK	41. CLCK
2. K OUT SB	10. OH L	18. AC 1	26. LESLIE L	34. JEFF TB	42.
3. SNT	11. OH R	19. AC 2	27. LESLIE R	35. JOHN TB	43.
4. SNB	12. SAMPLER	20. AC FX	28. NORD L	36. PAT TB	44.
5. MM	13. BASS MIC	21. PIANO L	29. NORD R	37. PAT Key TB	45.
6. HAT	14. BASS DI	22. PIANO R	30. PAT AMP	38. PAT 3 TB	46.
7. RACK	15. NELS GTR	23. MOOG L	31. PAT Di	39. AUD L SB	47.
8. P. 1	16. JT 1	24. MOOG R	32. BANJAR	40. AUD R SB	48.

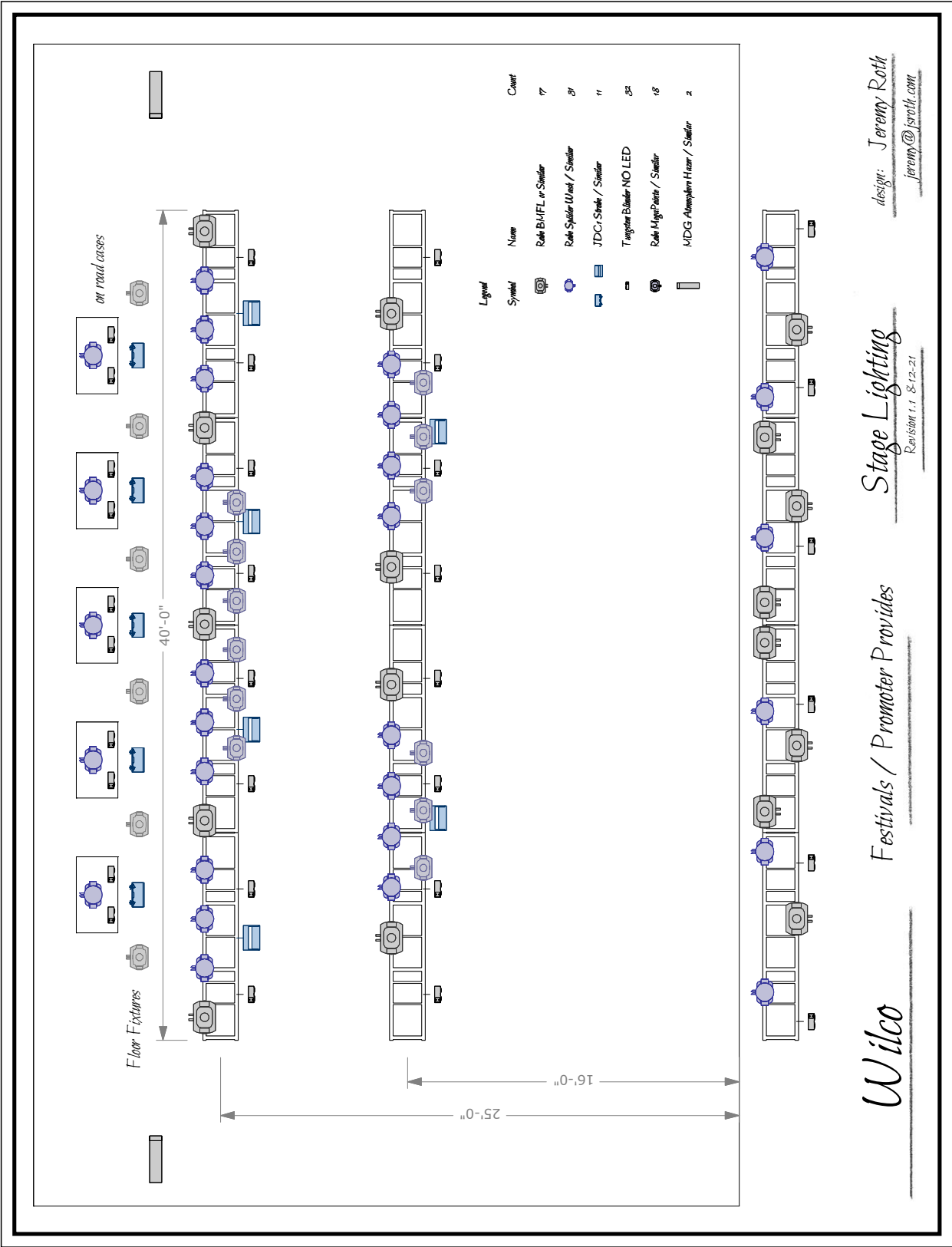
Item 1.

W I L C O – FESTIVAL Lighting Rider 2021

FESTIVAL LIGHTING

- PROD1. Wilco will NOT be traveling with any lighting production aside from a lighting console. We require the **PURCHASER to provide the following:**
- PROD2. **LIGHTING**
- a. (17) Robe BMFL Spot. *Substitute options include: Viper, VL 3500/3000, or equivalent. CMY color mixing is a must.*
 - b. (31) Robe Spïder. *Substitute options include: Quantum Wash, Aura XB, or equivalent. Must be LED Moving Head Wash fixtures with Zoom. Homogenized color output is preferred.*
 - c. (11) JDC-1 Strobes or equivalent.
 - d. (18) Robe Megapointe or equivalent beam fixtures. *CMY color mixing is preferred.*
 - e. (32) Mole DWE type blinders. NO LED. *Chauvet Strike 1 products are the only exception.*
 - f. (2) Hazers and Fans capable of filling and sustaining a fine and even coverage of haze.
 - g. **SPARE FIXTURES & LAMPS (including moving light lamps) MUST BE PROVIDED AND AVAILABLE ON-SITE. All fixture type substitutions need to be approved in advance.**
- PROD3. **CONTROL**
- a. All profile and beam fixtures should be run in extended modes. Wash fixtures in normal single instance modes. A patch should be created at the vendors discretion and provided at load in.
 - b. Unless otherwise noted in advance we will be carrying our own full size GrandMA3 Console. Please make sure there is adequate space at FOH for our console to remain setup and accessible throughout the day.
- PROD4. **HAZE / EFFECTS**
- a. HAZE: We like to use a lot of haze in our show. Please be prepared for any fire system shutoffs or notifications prior to our show (if applicable). Hazing will usually start after lunch. Please provide adequate haze for our show.
 - b. STROBE LIGHTS: We use a lot of strobe light effects in our show. Please be prepared for proper notifications.
- PROD5. **SPOTLIGHTS**
- a. We do not use any spotlights in our show.
- PROD6. **CAMERAS / IMAG**
- a. CAMERAS: No roving cameras will be allowed on stage. Tripods only. Video director should plan to meet with our TM, Eric Frankhouser, for any additional instructions before show time.
 - b. IMAG: If you have IMAG screens on the stage wings, please be prepared to dial them down to an intensity that matches the overall intensity of the lighting on stage (TBD on site).
- PROD7. **FOH**
- a. This is a rock and roll show. UNDER NO CIRCUMSTANCE can the FOH lighting position be in an enclosed booth. Please provide an adequate riser at FOH to get our LD over the heads of the audience (who will inevitably be standing up during the show). Please provide adequate space for the lighting console clear of any obstructed views.

WILCO – FESTIVAL Lighting Rider 2021



design: *Jeremy Roth*
jeremy@jroth.com

Stage Lighting
 Revision 1.1 8-12-21

Festivals / Promoter Provides

Wilco

W I L C O - FESTIVAL - Hospitality Rider 2021

HOSPITALITY SPECIFICATIONS

The PURCHASER agrees to provide catering as directed by this rider. Crossing this out does not release promoter or venue from doing a full advance with Assistant Tour Manager. CHANGES MUST BE CLEARED with the **Assistant Tour Manager:**

Ashley "PK" Mogayzel /// +1 (401) 486-9973 /// PKxPro@gmail.com

CATERING

- HOSP1. Eco-friendly and reusable products should be used as much as possible.
- HOSP2. Promoter shall provide a suitable dining area for (18) people.
- HOSP3. As much as possible, please use fresh, organic, high quality ingredients.
We strongly prefer quality over quantity.
- HOSP4. No fake meats, Textured Vegetable Proteins, or soy-based "meats." Please use other veggie proteins like beans, grains, mushrooms, etc. The ONLY exception to this are Beyond and Impossible burgers.
- HOSP5. **BUYOUTS:** Where the venue cannot provide suitable meals, a buyout of \$500 (US dollars) should be given to the Assistant TM at the start of sound check.
- Please have small denominations of cash
 - Please provide menus for local, high-quality restaurants. No fast food.
 - We will use the runner to obtain food during soundcheck if we are receiving a buyout.
- HOSP6. **ALL DAY BEVERAGES** should include still water, sparkling water, fresh juices, fresh coffee, and tea. We are not fans of soda, so please keep this to a minimum. These should be available starting at our arrival.
- HOSP7. **BREAKFAST:** a hot breakfast for (13) people on days with a 10AM or earlier load in.
Breakfast should consist of:
- Eggs cooked to order with fixings for an omelet including: diced onions, diced jalapeños, shredded cheese, diced tomatoes, spinach, etc.
 - Bacon strips and sausage patties
 - Breakfast potatoes/hash browns/home fries
 - A variety of fresh high-quality breads with a toaster, butter, and jam
 - Condiments to include hot sauce (no tabasco), ketchup, salt and pepper
 - High-Quality yogurts (whole milk Chobani or Stoney Field preferred) with granola (not cereal)

W I L C O - FESTIVAL - Hospitality Rider 2021

- HOSP8. **LUNCH:** a hot lunch for (19) people is to be provided at noon every day.
Lunches should include the following, high-quality products:
- a. Vegetarian soup (vegan is NOT necessary)
 - b. A full, fresh salad bar with fresh greens including spinach and arugula, hard-boiled eggs, chickpeas, sliced avocados, diced red onions, diced jalapeños, diced tomatoes, blue cheese, shaved carrots, a grain such as quinoa, and a variety of dressings.
 - c. A protein for the salad bar: Grilled chicken, rotisserie chicken, or skirt steak
 - d. A DIY sandwich bar including a high-quality selection of deli meats, cheeses, and spreads (hummus, mustards, mayo, ketchup)
 - e. A sandwich press or panini press
 - f. Fresh, sliced breads and tortillas
 - g. A selection of deli salads like egg salad, tuna salad, chicken salad
- HOSP9. **DINNER:** a hot dinner for (23) people is to be provided at the completion of soundcheck each day, at a time arranged by the Assistant TM.
Dinners should include the following, high-quality products:
- a. Vegetarian soup (vegan is NOT necessary)
 - b. A full salad bar with fresh greens including spinach and arugula, hard-boiled eggs, chickpeas, sliced avocados, diced red onions, diced jalapeños, diced tomatoes, blue cheese, shaved carrots, a grain such as quinoa, and a variety of dressings.
 - c. (3) Main dishes: (1) meat - chicken, pork, beef, (1) vegetarian – no fake meats, (1) fish
 - d. (2) Sides to include seasonal vegetables and a starch, grain, or pasta
 - e. Dessert, coffee/tea, condiments
- HOSP10. **AFTERSHOW:** We will be placing a takeaway order for our after show food. Please provide menus for restaurants open later than 10pm on the day of show, with vegetarian options, able to handle a large take-away order.
- a. Options we enjoy include: Pizza, Hot sandwiches, Falafel, Asian, or Mexican. No fast food.
 - b. This food will almost always be consumed on our tour buses after the show
-

W I L C O - FESTIVAL - Hospitality Rider 2021

DRESSING ROOMS

- HOSP11. If shower facilities are available, they must be working, clean, and stocked with bath towels and a dirty towel hamper. Showers must be accessible to crew upon tour bus arrival, even if it is prior to load in time. Please Provide a minimum of 48 bath towels.
- HOSP12. The PURCHASER will furnish (4) rooms. All of these rooms should be clean, comfortable, and secure. The rooms shall also be within easy access of clean and private (no public access) washrooms. See below for requirements:
- a. **Band Dressing Room** (For 8 People)
 - (2) Couches and a handful of comfortable chairs
 - Full length mirror and a smaller mirror
 - Large empty trash bin with liner
 - Access to stage without going through the audience
 - Clean, and fully functional restroom in band dressing room
 - Refrigerator
 - b. **Crew Room** to comfortably fit (15) people
 - (2) large sofas and (10) chairs
 - Mirrors
 - Empty trash bin with liner
 - Electrical power - if there are no outlets, please buy an extension cable and run it through from another part of the building.
 - c. **Production Office** (See Production Rider for requirements)
 - One hard-wired Internet line – this is for our internal printer router
 - (3) office chairs
 - Large empty trash bin with liner
 - Refrigerator
 - d. **Wellness Room** – Private room on stage level or accessible by lift/elevator
 - Full, private restroom is ideal
 - Needs to have power available
 - Must be well lit
 - No other furniture needed
- HOSP13. The PURCHASER is solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons (not approved by band members or band personnel) from entering said area.
- HOSP14. The dressing room should be locked or guarded when artist is on stage or away from the venue. A key for the dressing room, if available, should be given to artist's tour manager for the duration of the night.
-

W I L C O - FESTIVAL - Hospitality Rider 2021

DRESSING ROOM SHOP

HOSP15. All hospitality items are to be charged to the performance budget, if applicable, at real cost. Any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

HOSP16. The following list should always be provided in the following rooms.

∴ **Production Office** (Placed at load in time):

- (12) 0.5L bottles of water (NO Dasani or Aqua Fina)
- (12) 0.5L bottles of sparkling water (Not San Pellegrino or Perrier)
- (24) Clean, black hand towels for onstage use
- (36) Clean, dry bath towels (Please disregard if showers are not available on site)
- "Hot" Hardline cable for high-speed internet

∴ **Wilco Green Room** (Placed in designated room by 11am):

- Corkscrew, Bottle Opener, Sharp Knife, Cutting Board, and Salt & Pepper
- Utensils, cups, napkins, real mugs, wine/rocks/pint glasses, etc. for 30 people
- Full Coffee/Tea set up: Include a pint of full-fat milk, sugar, raw sugar.
*NO NON-DAIRY CREAMERS
 - Clean, functional drip coffee maker (or pod machine) with medium roast coffee
 - Clean electric tea kettle with assorted tea bags – include caffeinated English breakfast
- (24+) large paper hot cups (NO STROFOAM - Dixie, Insulair or Chinet)
- (48) 0.5L bottles of room temp water (NO Dasani or Aqua Fina)
- (24) 0.5L bottles of sparkling water (Not San Pellegrino or Perrier) **ON ICE**
- (1) 2.5 gallon jugs of still drinking water * unless there are drinking fountains
- Large cooler of ice separate from everything else (clean ice for drinks)

∴ **Stage Cooler** – Please bring to Stage Manager, ASHWIN, stage left at Noon

- (24) 0.5L bottles of **room temp** water – No Dasani or Aquafina
- (12) Topo Chico on ice
- (12) La Croix - Lime or Lemon flavor on ice

HOSP17. **SHOW-SPECIFIC DRESSING ROOM SHOP:** List will be sent approximately (3) days out from show day. Please do not shop any other lists as this will result in a large waste of product and money. All incorrect items will be returned or deducted from cost. If you need our dressing room list earlier than 3 days from show day, please let me know and I'll do my best to get it to you sooner.

Wilco - Security Rider 2021

Our goal for the evening is to provide a fun and safe environment for the artists, audience, staff and crew. We want a strong but not overbearing security presence that recognizes the safety and security challenges we face today.

PURCHASER agrees to provide **SAFETY AND SECURITY** as directed by this rider. Any changes **MUST** be cleared with the Tour Manager. Crossing this rider out does not release promoter or venue from doing a full advance with tour manager. Detailed contact information:

Eric Frankhouser – Wilco TM	512.426.9863	Strictangel@gmail.com
Ashley “PK” Mogayzel – Wilco Asst. TM	401.486.9973	PKxPro@gmail.com

VENUE SAFETY

- SAFETY1. Tour Management will walk through venue with a knowledgeable venue representative at the start of each show day or on a previously arranged day prior to the show day. Our focus will be on:
- Ingress/Egress for touring entourage
 - Path from backstage dressing rooms to stage
 - Ingress/Egress for patrons starting at agreed upon time of doors
 - Emergency Exits: from FOH and from Backstage
 - Show stop procedures and responsibilities
 - Policies and plan for “Active Shooter” Emergency
 - Review of any temporary stage construction for safety
- SAFETY2. All exit paths and doors are to be marked and easy to access
- SAFETY3. A detailed map of the venue must be in the designated production office at LOAD IN
- SAFETY4. If venue is an **outdoor venue with a temporary stage** – an engineering certificate must be provided stating that the stage is properly constructed and safely assembled. Please provide that in advance and not day of show. Tour Manager or production manager will do a walk through if needed to review the safety of the stage.
- SAFETY5. **MEDICAL:** Venue **MUST** have an EMT team on site starting (30) thirty minutes prior to the scheduled time of doors. Medical team should be familiar with injuries relating to a concert environment including dehydration and intoxication.
- SAFETY6. **BARRICADE:** Shows with a General Admission standing area in front of the stage are subject to a barricade (to be determined in advance).
- Purchaser agrees to provide a barrier of solid metal construction, faced with a strong smooth covering of a height of approximately 4ft, to be placed a minimum of 4ft (1.2m) from the front of stage.
 - The barrier should be firmly secured with access for security personnel at the front of stage.

Wilco - Security Rider 2021

- c. The Barricade should be acoustically transparent.
- d. No member of the audience should be allowed to gain access to the stage at any time during the bands performance.
- e. **ABSOLUTELY NO 'BIKE RACK' BARRICADE ALLOWED AS A FRONT OF STAGE BARRICADE SOULUTION**

- SAFETY7. Any dangerous situations during the performances should be brought to the immediate attention of Tour Management, event Head of Security, and the promoter reps. Together they will determine the necessary actions to ensure the safety of all involved.
- SAFETY8. In the event a situation is deemed unsafe, Tour Production will escort the Band backstage until the situation is resolved.

VENUE SECURITY

- SECUR1. **PASSES:** Only WILCO/SLEATER-KINNEY credentials will allow access into the backstage area, production office, FOH, barricade, stage, catering, and any other area where the tour crew will occupy.
- a. WILCO Assistant Tour Manager will issue all credentials necessary for the day. Please have a list of working credentials required by the venue at LOAD IN.
 - b. A detailed credential sheet will be provided by the tour to the Head of Venue Security – please make sure all personnel stationed at all positions of access to the building and backstage areas have a copy of it in hand.
- SECUR2. **STAFFING:** Total number of security personnel is dependent on venue size and ticket sales. However:
- a. VENUE must provide Tour Management with a security plan for the venue they are performing in that day.
 - b. Please delineate between security professionals and “t-shirt” security with the total number of each and what the different responsibilities are of each.
 - c. There should be **no less than** one security guard at the stage door from LOAD IN until our departure.
 - d. We **do not** want a security presence “front and center” during the performance. Security should be present on the left and the right sides of the stage. If safety concerns require a “front and center” presecence, please let us know at the security meeting so we can brief the band and let them know.
- SECUR3. Uniformed Police officers must be present (1) ONE hour before the scheduled time of doors with a presence in venue lobby.
- SECUR4. Venue must post a no guns/weapon policy in clear view of all patrons entering the building.

Wilco - Security Rider 2021

- SECUR5. **BAG CHECK:** In depth bag checks should be performed on all audience members as they enter the venue. This is to prevent any harmful or unwanted materials from entering the building, including but not limited to: weapons, bottles, projectiles, etc.
- SECUR6. The tour **WILL NOT** tolerate any abusive behavior from members of venue staff, security, or police personnel.
- SECUR7. We have a very respectful fan base. We expect patrons to be treated with respect at all times. However, the Artists or Artist Representatives reserves the right to request the removal of an audience member if they become a disturbance.
- SECUR8. If Artists or Artist Representatives notice any abusive activities, they reserve the right to consult with organizers and event security providers to resolve the situation immediately, to our satisfaction, which may include the removal of personnel from any area of concern and/or venue.

PHOTO POLICY

- PHOTO1. Professional photographers:
- a. MUST be approved by Tour Management and complete and sign a WILCO Photo Release form in advance of show time.
 - b. Approved photographers will receive a TOUR photo pass, which MUST be worn while they are photographing the show.
 - c. They will be limited to shoot for the first three songs from a location approved by Tour Management in advance of doors.
- PHOTO2. **NO** other cameras are allowed into the venue (this includes any point and shoots, GoPros, tablets, etc.)
- PHOTO3. **General Audience** members are allowed to use cell phone cameras so long as they are not causing a distraction to the Artist, security, or other audience members.
- PHOTO4. **NO FLASH PHOTOGRAPHY ALLOWED**

COVID-19

Due to the evolving nature of the COVID-19 Pandemic, we have decided to refrain from creating a C-19 specific rider. That said, we take this matter very seriously. Our touring party was required to be vaccinated and we hold copies of the vaccination records. We will advance C-19 protocols on a show-to-show basis and will meet or exceeded all current state and local guidelines. Protocols will be advanced and must be mutually agreed upon by Tour Management, the Promoter, and the Venue. **THIS CONVERSATION IS MANDATORY.**



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 4, 2022

AGENDA ITEM: Consider and addendum to the Grand Rapids Autonomous Vehicle Master Services Agreement (MSA)

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

In April 2021, MnDOT approved a total of approximately \$1.6M of funding for the CAV Challenge goMARTI.com shuttle project, with the majority of the MnDOT CAV Challenge funding going toward Community Engagement and Project Management tasks. The remaining project funding for the shuttle testing and shuttle operations is coming from local partners including the City of Grand Rapids, IRRR, Blandin, and others.

The MnDOT CAV Challenge award has been in contract negotiations and is now in pre-award audit, with final contracting/notice to proceed now anticipated in June 2022. MnDOT has explained that the delays are due to a variety of internal hurdles including the recent change of the Commissioner and other staffing shortages and changes internally.

This Addendum and the contract with the Plum Catalyst (next agenda item) is being put in place because MnDOT recognizes the impact this final contracting date could have on the overall project plan and schedule and has agreed to shift the CAV Challenge funding from the Project Management and Community Engagement Tasks to instead cover the equivalent amount in the Task 5 (Shuttle Testing). The shift in the contract scopes thereby allows the project to launch the Community Engagement as scheduled, in April 2022, and launch the shuttle testing and service in September 2022 as scheduled in the project plan, with no additional costs to either agency.

The Addendum to the MSA reduces the contract cost with May Mobility by \$78,550, which will be used to fund the contract with the Plum Catalyst (next agenda item) for performing Project Management and Community Engagement tasks.

REQUESTED COUNCIL ACTION:

Make a motion to approve the addendum to the Grand Rapids Autonomous Vehicle Master Services Agreement (MSA)

ADDENDUM TO THE GRAND RAPIDS AUTONOMOUS VEHICLE
MASTER SERVICES AGREEMENT

This ADDENDUM to the Grand Rapids Autonomous Vehicle Master Services Agreement (“Addendum”), effective as of April ____, 2022 (“Effective Date”), is entered into between the following parties: **City of Grand Rapids** (“City”), a Minnesota municipal corporation with an address at 420 N. Pokegama Avenue, Grand Rapids, MN 55744 and **May Mobility, Inc.** (“MMI”), a Delaware corporation with its principal office located at 650 Avis Drive, Suite 100, Ann Arbor, MI 48108 (each, a “Party,” and collectively, the “Parties”).

City and MMI are Parties to the Grand Rapids Autonomous Vehicle Master Services Agreement effective December 20, 2021 (“Master Services Agreement” or “MSA”), a copy of which is attached as **Exhibit 1**.

Pursuant to the terms and conditions of the Master Services Agreement, the Parties now wish to add and incorporate this Addendum into the MSA and further agree to the following revisions to the MSA wherein the Parties have agreed to move \$78,550 worth of funds and add Task 1 requirements from the Minnesota Department of Transportation Professional and Technical Services Contract to the MSA via this Addendum.

The Parties therefore agree as follows:

2. Specifically, this Addendum now covers Task 1: Community Derived route stops and service hours “Community Listening”, as well as the Task 5: Shuttle Testing and Operations from the CAV Challenge and related MnDOT proposal, as seen in **Exhibit 2**.¹

Article 1. Scope and Duration. This Project shall involve and include pre-deployment work to prepare the service vehicles for autonomous deployment of a single route deployment from April 4, 2022 through February 29, 2024 (dates subject to modification based upon agreement of the Parties and progression of the Project), and during which time MMI will provide community engagement related to defining the route and stops, as well as transportation along the agreed-upon route and service.

Article 3. Project Costs. The total cost for this 18-month single route deployment comprising the Project is \$1,295,000 (the “Project Cost”), representing \$1,178,450 in cash contributions and \$114,000 in-kind contributions. The Project Cost includes, but is not limited to, the following:

- service along the proposed service areas (as described below) that satisfies the agreed-upon service level;
- installation and maintenance of related infrastructure, if required;
- wheelchair accessibility with all shuttles;
- all necessary insurance, satisfaction of regulatory requirements, and service plans acceptable to Parties at their discretion;

¹ To be clear, Recital No. 2 of the Addendum is intended to replace Recital No. 2 of the Master Services Agreement. Recital Nos. 1, 3, 4, 5, and 6 from the Master Services Agreement remain unchanged. The entirety of this Addendum follows the same parameters.

- hiring, training, and management of the local operations team(s) and Autonomous Vehicle Operators;
- maintenance and updates to vehicles;
- analytics on rider usage;
- all necessary permits, licenses, consents, and approvals from state / local authorities;
- data to be collected and shared as described and agreed upon by the Parties; and
- Community engagement to finalize the route & stops.

3.1 Project Cost Breakdown. The below Project Cost breakdown sets forth the cost of launch and operation to be paid by the City. Payment of the Project Cost is required for MMI to complete the Project.

Requirements	Cost to May Mobility
Community Engagement for Route and Service Hours · Focus group meetings with local community members · Finalize service area stops and service hours	\$40,000
Monthly Shuttle Service <ul style="list-style-type: none"> · Service area mapping and testing · Hardware and software production · Training and management of Autonomous Vehicle Operators · Maintenance and updates of vehicle · Local operations team · On-going reporting and analytics 	Apprx. \$63,247.22 / month * 18 months = \$1,138,450
Infrastructure <ul style="list-style-type: none"> · Reimbursement for 50% of office space · Reimbursement for 50% garage space 	\$1,000 / month * 24 months = \$24,000 (in-kind)
Charging <ul style="list-style-type: none"> · In-kind KWH charging 	\$5,000 / month * 18 months = \$90,000 (in-kind)
Total Operating Cost	\$1,295,450.00

Article 21. Severability. The invalidity, illegality, or unenforceability of any provision of this Addendum or the occurrence of any event rendering any portion or provision of this Addendum void shall in no way affect the validity or enforceability of any other portion or provision of this Addendum. Any void provision shall be deemed severed from this Addendum, and the balance of this Addendum shall be construed and enforced as if it did not contain the particular portion or

provision held to be void. The Parties agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Addendum, (ii) the balance of the Addendum shall be interpreted as if such provision were so excluded, and (iii) the balance of the Addendum shall be enforceable in accordance with its terms.

Article 22. Counterparts. This Addendum may be executed in duplicate, each of which shall be deemed an original, and when taken together shall constitute one instrument.

Article 23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Addendum, for any failure or delay in fulfilling or performing any term of this Addendum when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: natural disaster, fire, flood, general strike, war, armed conflict, terrorist attack or nuclear or chemical contamination, pandemic, epidemic, or public health crisis. This paragraph shall explicitly apply to the Parties obligations pursuant to this Addendum and any applicable restrictions placed on the Project due to COVID-19 associated restrictions.

Article 24. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Addendum will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

Article 27. Inconsistency. If there is a conflict between this Addendum and the Master Services Agreement, the terms of this Addendum will govern.

Article 28. MSA Continuance. Except as expressly modified, amended, and/or supplemented by this Addendum, all other terms and conditions in the Master Services Agreement remain in full effect and continue to bind the Parties.

Article 29. Amendments. No further amendments to this Addendum will be effective unless it is in writing and signed by the Parties or their authorized representatives.

Article 30. Counterparts; Electronic Signatures.

30.1 Counterparts. The Parties may execute this Addendum in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

30.2 Electronic Signatures. This Addendum, agreements ancillary to this Addendum, and related documents entered into in connection with this Addendum are signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

Article 31. Entire Agreement. This Addendum, together with the Master Services Agreement, constitutes the final agreement of the Parties. It is the complete and exclusive expression of the Parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Addendum are expressly merged into and superseded by this Addendum. The provisions of this

Addendum may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Addendum by, and neither party is relying on, any statement, representation, warranty, or agreement of the other Party except those set forth expressly in this Addendum. Except as set forth expressly in this Addendum, there are no conditions precedent to this Addendum's effectiveness

Article 34. Headings. The descriptive headings of the sections and subsections of this Addendum are for convenience only, and do not affect this Addendum's construction or interpretation.

Article 35. Effectiveness. This Addendum will become effective when all Parties have signed it. The date this Addendum is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) will be deemed the date of this Addendum.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused their duly authorized officers to execute this Addendum as a sealed instrument, as of the Effective Date listed above.

The City of Grand Rapids

By: _____

Name: Dale Christy

Title: Mayor

Address: 420 N. Pokegama Avenue Grand Rapids, MI 55744

Date:

May Mobility, Inc

By: _____

Name: Edwin Olson

Title: Chief Executive Officer

Address: 650 Avis Drive, Ste. 100, Ann Arbor, MI 48108

Date:

EXHIBIT 1

GRAND RAPIDS AUTONOMOUS VEHICLE

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”), effective as of December 20, 2021, (“Effective Date”) is entered into between the following parties: **City of Grand Rapids** (“City”), a Minnesota municipal corporation with an address at 420 N. Pokegama Avenue, Grand Rapids, MN 55744 and **May Mobility, Inc.** (“MMI”), a Delaware corporation with its principal office located at 650 Avis Drive, Suite 100, Ann Arbor, MI 48108 (each, a “Party,” and collectively, the “Parties”), for the following reasons:

1. The Parties desire to enter into this Agreement as part of their participation in the Minnesota Department of Transportation’s Grand Iron Range Connected and Automated Vehicle Initiative (“CAV Challenge”);
2. Specifically, this Agreement covers Task 5 Service Operations from the CAV Challenge and related MnDOT proposal;
3. The Parties desire to plan, design, deploy, and operate highly automated shuttles in the City of Grand Rapids, MN (the “Project”);
4. The parties wish to participate in the further testing and evaluation of next-generation mobility solutions as part of the CAV Challenge;
5. The Parties further desire to foster innovation and propel research and development in advanced mobility technologies in Minnesota; and
6. Through this CAV Challenge, the Parties hope to validate interoperability and integration of advanced mobility by testing mobility-enabled technologies in rural Minnesota where temperatures frequently fall well below freezing for a portion of the year.

Article 1. Scope and Duration. This Project shall involve and include pre-deployment work to prepare the service vehicles for autonomous deployment of a single route deployment from June 20, 2022 through December 17, 2023 (dates subject to modification based upon agreement of the Parties and progression of the Project), and during which time MMI will provide transportation along the agreed-upon route and service.

1.1 Contingent Funding. As set forth below, total funding for this Project is contingent upon approximately \$450,000 in planned contribution commitments from the Blandin Foundation (more information found in Section 4.3 below). Should said funding not be received from the Blandin Foundation (by approximately December 2021), the Project team will make good faith efforts to identify and obtain replacement funding. If additional funding cannot be obtained, the length of the Project will be reduced to 12 months of service from 18 months of service.

Article 2. Governing Law. The validity, interpretation, construction, and performance of this Agreement, all acts and transactions pursuant hereto, and the rights and obligations of the Parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota. For purposes of litigating any dispute relating to or arising from this Agreement, the Parties hereby submit and consent to the exclusive jurisdiction of the federal courts located within

the State of Minnesota.

Article 3. Project Costs. The total cost for this 18-month single route deployment comprising the Project is \$1,470,000 (the “Project Cost”), representing \$1,260,000 in cash contributions and \$210,000 in in-kind contributions. The Project Cost includes, but is not limited to, the following:

- service along the proposed service areas (as described below) that satisfies the agreed-upon service level;
- installation and maintenance of related infrastructure, if required;
- Dedicated fleet of autonomous shuttles; at least 3 to be ADA compliant
- Regular on-demand service of wheelchair accessible shuttle vehicles;
- all necessary insurance, satisfaction of regulatory requirements, and service plans acceptable to Parties at their discretion;
- hiring, training, and management of the local operations team(s) and Autonomous Vehicle Operators;
- maintenance and updates to vehicles;
- analytics on rider usage;
- all necessary permits, licenses, consents, and approvals from state / local authorities; and
- data to be collected and shared as described and agreed upon by the Parties.

3.1 Project Cost Breakdown. The below Project Cost breakdown sets forth the cost of launch and operation to be paid by the City. Payment of the Project Cost is required for MMI to complete the Project.

Requirements	Cost to May Mobility
<p>Monthly Shuttle Service</p> <ul style="list-style-type: none"> ● Service area mapping and testing ● Hardware and software production ● Training and management of Autonomous Vehicle Operators ● Maintenance and updates of vehicle ● Local operations team ● On-going reporting and analytics 	<p>\$70,000 / month * 18 months = \$1,260,000</p>
<p>Infrastructure</p> <ul style="list-style-type: none"> ● Reimbursement for 50% of office space ● Reimbursement for 50% garage space 	<p>\$1,000/ month * 24 months = \$24,000</p>
<p>Charging</p> <ul style="list-style-type: none"> ● In-kind KWH charging 	<p>\$5,000 / month * 18 months = \$90,000 (in-kind)</p>
<p>Total Operating Cost</p>	<p>\$1,374,000.00</p>

3.2 Invoicing and Payment. MMI will provide the City with an initial invoice in the amount of \$315,000, representing 25% of the cash contributions to the Project, upon execution of this Agreement. Unless specified otherwise, all amounts shall be paid in full (without deduction, set-

off, or counterclaim), in US dollars, within thirty (30) days after the date of invoicing. Quarterly invoicing for the Project shall continue on the same date of the month as the initial invoice. Past due amounts shall bear a late charge, until paid, at a rate of 1.0% per month of the outstanding amount. If any payment is past due, MMI shall have the right to take action it deems appropriate (including suspending Project service).

3.3 Payment Instructions. Payment shall be issued to May Mobility, Inc. and sent to the following address if paid by check: 650 Avis Drive, Suite 100, Ann Arbor, MI 48108; or wired to the account of May Mobility, Inc., Account Number 3302174276, Routing Number 121140399, at Silicon Valley Bank, 2 Palo Alto Square #110, Palo Alto, CA 94306. Please reference the attached invoice number for proper crediting.

3.4 MMI's Internal Operating Costs. MMI shall have the sole and exclusive right to seek additional funding to support the completion of the Project, including but not limited to the sale of advertising space, certain data, and other deliverables.

Article 4. Contribution and Sponsorship Levels. The Parties identified below hereby agree to provide contributions as set forth below.

4.1 The City, as a fiduciary Party, shall contribute \$510,000 to the Project, as reflected by \$300,000 in cash contributions and \$210,000 of in-kind contributions. In addition, The City shall act as the sole contact and coordinator for all payment, issues, and questions by the non-fiduciaries to this Agreement, as well as local stakeholder organizations with regard to total payment of no less than \$1,470,000 for the Project (represented by \$1,260,000 in cash contributions and \$210,000 in in-kind contributions). The City shall be responsible for the collection and aggregation of all resources and direction from the non-fiduciary parties and local stakeholder organizations to facilitate the contracting for and payment of Project Costs.

4.2 Iron Range Resources & Rehabilitation, as a non-fiduciary to this Agreement, shall contribute \$350,000 in cash contributions towards the Project Cost.

4.3 Blandin Foundation, as a non-fiduciary to this Agreement, has a planned commitment of \$450,000 in cash contributions towards the Project Cost. The Blandin Foundation will confirm this commitment through a vote taken in December of 2021. If such funding is not approved by the Blandin Foundation, the Blandin Foundation will not be involved in the Project and the length of the Project will be reduced from 18 months of service to 12 months of service.

4.4 Itasca County, as a non-fiduciary to this Agreement, has a planned commitment of \$ _____ in cash contributions towards the Project Cost.

4.5 MMI, as a fiduciary Party, shall be responsible for provision of the autonomous shuttle service in and around Grand Rapids, MN, and shall have the sole opportunity to raise additional monetary commitments to support the Project.

4.6 As a part of the Project, MMI will hire, train, and manage a local operations team and requisite Autonomous Vehicle Operators. The local operations team will require office and garage space. The requirements for the local operations team office and garage space are further discussed in Article 8 below.

Article 5. Description of Shuttle Service Project. MMI will implement and operate an autonomous shuttle service along the prescribed route(s) in Grand Rapids, Minnesota (please see **Exhibit A**, Figure 1). The route service vehicles will be operated on open, public roads on the primary service area (**Exhibit A**, Figure 1) in Grand Rapids, Minnesota.

5.1 The system will be a point-to-point demand response shuttle service and will be operated over a single service route in Grand Rapids, Minnesota for 18 months launching by the end of the September, 2022 and running through March 2024 (as provided in Article 1 above, dates will be subject to adjustment based upon agreement of the Parties and progression of the Project).

5.2 There will be a total of 5 shuttles dedicated to the Project, with approximately 2-4 vehicles available for demand responsive service at any given time. Each service vehicle shall be outfitted with MMI's proprietary autonomous driving software. An Autonomous Vehicle Operator ("AVO") will be seated in the driver's position of the service vehicle at all times. At least 3 vehicles will be wheelchair accessible and will be available for demand responsive shuttle service.

5.3 As further provided below in **Exhibit A**, Project shuttle service will target evening and weekend service. Specific hours will be determined at a later date and time but shall not exceed 60 hours of service per week.

5.4 Shuttle service shall cover the Task 5 Service Operations (Shuttle Operations), including the following deliverables:

1. 18-months of on-demand autonomous vehicle service;
2. Monthly service reporting (User experience reporting);
3. Monthly call center and application usage reporting, including daily ride volumes and how many of those riders will book by phone or via the electronic application.

Article 6. Operating Schedule. Exhibit A prescribes the Project Operating Schedule, including but not limited to, Operating Hours, Operating Days, Extension of Service, Service Level, Service Credit, Termination Rights, and Fees.

6.1 Reporting. In addition to the services described above, MMI will provide periodic reports to the Parties to this Agreement. Please see Article 10 for further information.

Article 7. Cold Weather. The shuttles and autonomous vehicle technology operated by MMI is currently unable to operate in extreme cold weather situations, specifically temperatures colder than -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, this will delay the start of service, end service early, or have full days without service. MMI shall have the sole and exclusive decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, or failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

7.1 Should service dates and times be delayed, ended early, or withdrawn due to cold weather conditions discussed in section 7 above, MMI will advise Project ridership, as soon as commercially practicable, via methods that include, but are not limited to: push notification

1241692/59917676v.1

through the electronic app, postings through MMI's social media accounts, and other established communication channels.

Article 8. Local Operations. MMI will open a local operations facility in Grand Rapids, Minnesota to support the Project. The Parties shall work together to identify and obtain suitable local operations real estate as set forth below.

8.1 The office component of the local operations facility will contain real-time data and mapping of the vehicles, as well as audio connections between the facility and AVOs in each vehicle on route, as well as parking spaces and garage space containing necessary charging equipment and parking spaces to maintain the route service vehicles, including servicing any technical or other issues as well as transporting data and feedback from the vehicles. The local operations facility teams will further develop the implementation of standard operating procedures for vehicles and staff, and manage the consistent monitoring of status of the vehicle via video and audio streams.

8.2 Office Characteristics. The Parties shall work together to identify local operations facility office space with the following characteristics:

- Approximately 800 sq. ft.;
- Within 2-3 minute walk of the garage (preferably attached to the garage);
- Dedicated circuit for server (with its own breaker);
- Line of site to the sky for base station; and
- 1Gb Fiber+ downlink.

8.3 Garage Characteristics. Similarly, the Parties shall work together to identify local operations facility garage space with the following characteristics:

- No less than 6 indoor parking spaces;
- Within approximately 2 miles to the nearest route service access;
- High-speed Fiber (1+ Gb);
- Clean and well-lit service area;
- Heated;
- Space for tool storage near the vehicles; and
- Secure, preferably with security cameras in public spaces.

8.4 Local Operations Access Requirements. MMI will require access to each office and garage facility space approximately four (4) months prior to service launch. Accordingly, MMI must have access to the office and garage facilities starting in June 2022 and running through the length of the deployment in December 2024.

As set forth above, the City has committed to providing reimbursement for up to 50% of the selected space. This reimbursement, whether towards the local operations office or garage space, is in addition to the City's commitment to provide no less than \$300,000 in direct funding for the Project.

Article 9. Compliance with Laws. In performance of this Agreement and provision of the Project, the Parties shall comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards pursuant to the applicable legal

1241692/59917676v.1

standard of care. MMI shall procure, with the assistance of the City, the permits, certificates, and licenses necessary to allow it to provide the shuttle services pursuant to this Agreement and the City shall assist as needed and requested.

9.1 MMI shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the shuttle services in compliance with FTA regulations. MMI shall make vehicle inspection reports available upon request by the City.

9.2 Local Laws, Regulations, and Codes. MMI shall obtain all required permits, certificates, and other regulatory and code requirements of the local municipalities, as it relates to the Project, and the City shall assist as requested in this endeavor by facilitating connections and introductions to appropriate people and organizations, as well as knowledge transfer to and from such people and organizations.

Article 10. Data Reporting. MMI will report on data points set forth by recognized industry standards. If no clearly defined standard is available then MMI will establish a data point(s) that meet(s) the needs of the Project. All data points used to meet the needs of the Project shall be of the type and kind of data kept in the usual course of business, which is defined as standard mobility data such as headways, ridership data, and autonomy insights. Any/all requests for a data point(s) not kept in the usual course of business will be subject to further agreement between the requesting party and MMI, and may be subject to additional costs/fees. Any/all data points established and/or reported are subject to the established controlled access provisions pertaining to confidential business information and personally identifiable information, including aggregation and de identification of data made available for public use. All information referenced in Article 9 will be de-identified and aggregated to remove any personally identifiable characteristics such that the City will be able and granted permission to use data in reports and other materials that may be publicly disseminated. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

Article 11. Non-Disclosure of Proprietary Information. Parties shall treat as proprietary all information provided by the Parties in conjunction with this Agreement, including any and all data, drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the Parties' performance of this Agreement. Parties shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the other Party. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

11.1 The preceding restriction shall not apply to information, which is in the public domain, was previously known by a Party, was acquired by a Party from others who have no confidential relationship to a Party with respect to same, or which, through no fault of a Party, comes into the public domain. Notwithstanding the foregoing, a Party will be entitled to disclose Proprietary Information of a Party to a third party only as required by law, statute, rule or regulation, including order of court, subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the Party to whom the request is made provides the other with prompt written notice (within 24-hours of such a request) and allows the other Party to seek an order restraining such disclosure or other appropriate relief. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon

1241692/59917676v.1
a lawful request.

11.2 This Agreement shall also protect the Intellectual Property of both Parties. Specifically, MMI shall retain and continue as the sole and exclusive owner of all Intellectual Property Rights utilized to execute and perfect the shuttle service, as well as any data recorded, obtained, logged, or created as a part of this Project. Any subsequent agreement by MMI, whether through specific license or contract, to allow a Party to this Agreement to utilize, publicize, analyze, or otherwise work with data from this project shall not be construed as a transfer of ownership or other interest not specifically contemplated by the agreement. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

Article 12. Indemnification.

12.1 *The City.* The City agrees as follows: (a) to defend MMI against any demand, suit, action, or claim by any third party that results from or arises out of, the negligence, misconduct, or any breach of the City's representations, warranties, or covenants under this Agreement; and (b) to indemnify MMI for liabilities (as specified in settlements or adverse judgments) that result from such claims.

12.2 *MMI.* MMI agrees: (a) to defend the City against any demand, suit, action, or claim by any third party that results from or arises out of the negligence, misconduct, or any breach of MMI's representations, warranties or covenants under this Agreement; and (b) to indemnify the City for liabilities (as specified in settlements or adverse judgments) that result from such claims.

12.3 *Conditions.* The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) Indemnifying Party consulting with Indemnified Party prior to settlement. The Indemnified Party may participate in the defense at its sole cost and expense. The Indemnifying Party shall not be responsible for any settlement it does not approve in writing.

Article 13. Risk Allocation.

13.1 *Insurance.* During the term of this Agreement, MMI agrees to maintain insurance in accordance with requirements of the City, federal, state, and local regulations and ordinances, subject to the City's review and approval that shall not be unreasonably withheld. Specifically, MMI must provide insurance coverage in an amount specified by Minn. Stat. 466.04 (attached as "Exhibit B" for reference). MMI shall acquire insurance coverages, consistent with its current master insurance coverage profile, throughout the Project, procured from insurance providers licensed to sell insurance in the State of Minnesota within the following coverages and limitations:

13.2 *Limitation of Liability.* Except for liabilities to third parties pursuant to Article 11 through 11.3 (Indemnification), in no event shall MMI (or its licensors) be liable concerning the subject matter of this Agreement, regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise), for any (A) loss of data, loss or interruption of use, or cost to procure substitute technologies, goods, or services, (B) indirect, punitive, incidental, reliance, special, exemplary, or consequential damages, including without limitation, loss of

1241692/59917676v.1

business, revenues, profits, royalties, or goodwill. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein. MMI shall have no liability in connection with any personal property that is forgotten, lost, or stolen on any vehicle and shall display a sign stating the same in each shuttle vehicle.

13.3 The Parties agree that the City shall not be held liable due to claim made by third parties on account of injury, death, property damage, or any other claim attributed to a service vehicle, the service vehicle's use during this Agreement period, and/or activities related to the deployment of the service vehicle(s). MMI will hold the City harmless from and defend the City from any and all claims made due to defects in MMI's technology or its failure to operate as intended.

Article 14. Sponsorship. MMI retains the right to seek third-party sponsorships for the Project. Such right shall include the right to monetize advertising space, both inside and outside of the service vehicles, as well as the data collected during the service. Any and all additional sponsorship revenue shall be held by MMI in order to assist in funding the Project.

14.1 *Advertising and other Logo Placements.* MMI shall have sole decision-making power with regard to outer vehicle logo placements.

Article 15. Notice. Any notices required by this Agreement shall be made in writing to the addresses specified below.

THE CITY
420 N. Pokegama Avenue
Grand Rapids, MN 55744
Attn: Dale Christy

MMI
650 Avis Dr., Suite 100
Ann Arbor, MI 48108
Attn: Edwin Olson

Article 16. Entire Agreement. This Agreement, including all attachments and documents incorporated herein and made applicable by reference, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the Parties hereto regarding the subject matter herein and shall constitute the exclusive statement of the terms and conditions of the Parties' Agreement. The Agreement, and any written modification to the Agreement shall supersede any and all prior negotiations, representations or agreement, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, and the Parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the Parties are not relying and will not rely on any other information.

Article 17. Assignment. No Party shall assign any rights or duties under this Agreement without the prior written consent of all Parties. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights. The Project services provided for in this Agreement are for the sole use and benefit of the Parties and not for any known or unknown third-party beneficiary. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

1241692/59917676v.1

Article 19. Equal Employment Opportunity. Parties affirm their policies to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is each Party's policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment.

Article 20. Termination. This Agreement may be terminated if the City does not provide the required funding in accordance with this Agreement, as set forth in paragraph 3 (excluding the contingent funding currently planned by the Blandin Foundation) and/or in the event that no Agreement is entered into between the Parties.

20.1 This Agreement shall terminate at the conclusion of the deployment, which is scheduled to be December 17, 2023, and may be subject to adjustment based upon Article 5.

20.2 This Agreement may be terminated upon written notice in the event of substantial failure by a Party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming Party is given fourteen (14) days to cure said nonperformance after receiving written notice as directed in Article 15 of this Agreement.

20.3 This Agreement may also be terminated upon mutual agreement of the Parties to the Agreement. Such Termination should be effective thirty (30) days after mutual agreement is reached.

20.4 Should both Parties to this Agreement mutually agree to terminate the Agreement early, MMI will be compensated for all efforts, expenses, and Project services that have been performed, incurred, and/or planned to the date of Termination. All other funding that has not been exhausted or allocated on the date of Termination shall be distributed back to the City.

Article 21. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

Article 22. Counterparts. This Agreement may be executed in duplicate, each of which shall be deemed an original, and when taken together shall constitute one instrument.

Article 23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: natural disaster, fire, flood, general strike, war, armed

conflict,

1241692/59917676v.1

terrorist attack or nuclear or chemical contamination, pandemic, epidemic, or public health crisis. This paragraph shall explicitly apply to the Parties obligations pursuant to this Agreement and any applicable restrictions placed on the Project due to COVID-19 associated restrictions.

Article 24. Waiver. The waiver of any default or breach of any provision under this Agreement, by a Party to this Agreement, shall not constitute or be construed as a waiver of any subsequent default or breach by any Party.

Article 25. Independent Contractors. MMI shall be an independent contractor under this Agreement, and nothing herein will constitute any Party as the employer, employee, agent, or representative of another Party, or multiple parties as joint ventures or Parties for any purpose.

Article 26. Subcontracting and Staffing. MMI reserves the right, subject to approval by the City, to hire, retain, and/or otherwise utilize the services of subcontractors, hiring agencies, and the like to fully staff the Project. All such employees, agents, subcontractors, or representatives of MMI will be likewise bound to the requirements and performance standards and expectations of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date listed above.

May Mobility, Inc.

The City of Grand Rapids

By: Dale Christy Dale Christy (Jan 4, 2022 12:30 CST) By: Edwin Olson Edwin Olson (Jan 5, 2022 14:36 EST)

Name: Dale Christy

Name: Edwin Olson

Title: Mayor

Title: Chief Executive Officer Address:

Address: 420 N. Pokegama Avenue

650 Avis Drive, Ste. 100 Ann Arbor,

Grand Rapids, MI 55744

MI 48108

Date:

Date:

1241692/59917676v.1

EXHIBIT A:

ROUTE SERVICE – GRAND RAPIDS, MN

This Route Service – GRAND RAPIDS, MN effective as of the Start Date specified below, is entered into by **May Mobility, Inc.** (“MMI”) and **City of Grand Rapids** (“City”), and is hereby incorporated into and made a part of the Grand Rapids Autonomous Vehicle Master Services Agreement between the Parties, dated December 20, 2021 (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement. The Parties therefore agree as follows:

As part of the Project, and subject to the terms and conditions of the Agreement, MMI shall operate the shuttle services route described herein according to the specifications and other terms set forth below:

[this section left intentionally blank]

1241692/59917676v.1

Description of the GRAND RAPIDS, MN Proposed Route:

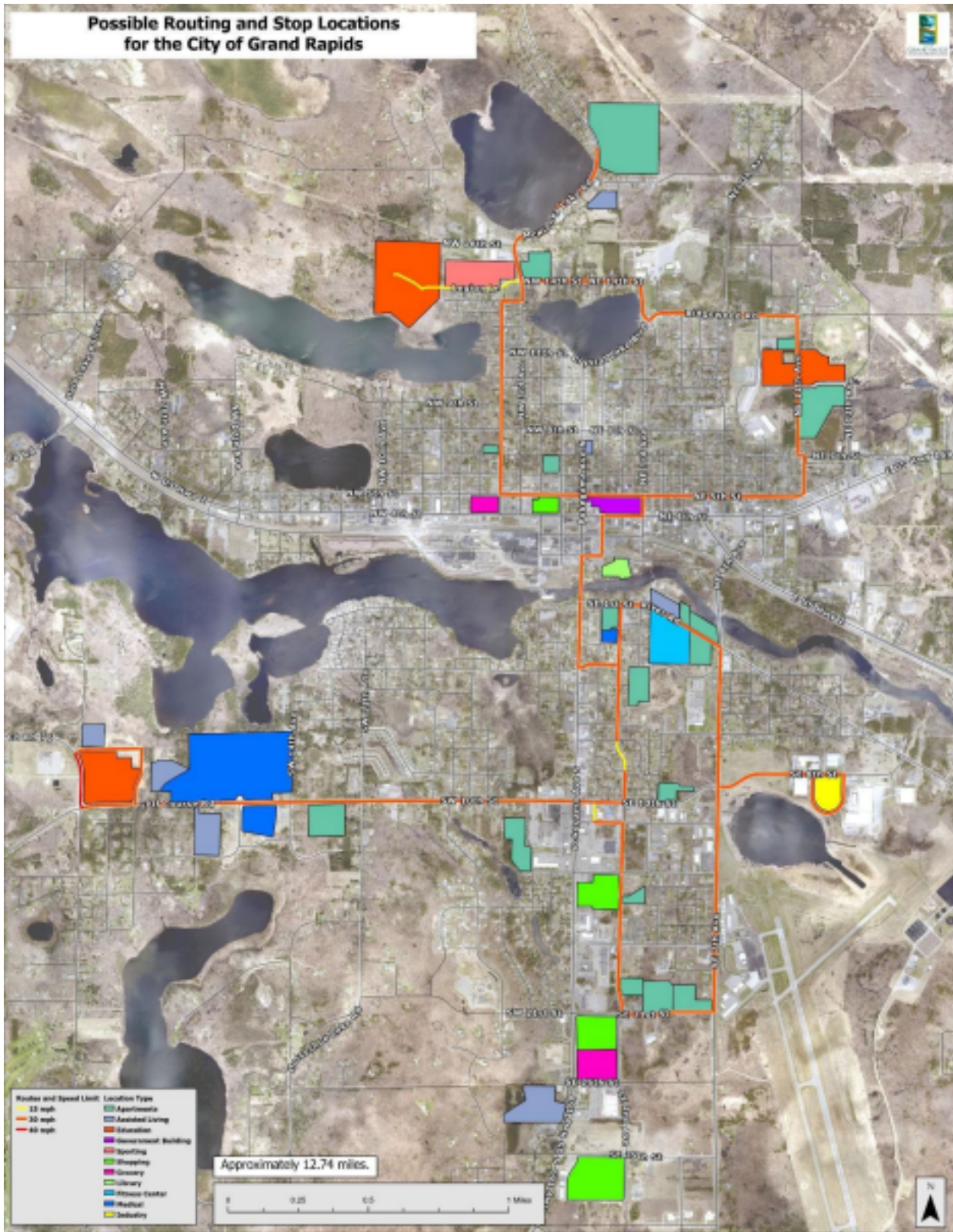


Figure 1.

1241692/59917676v.1
The Grand Rapids, MN on-demand service route is depicted in Figure 1. Subject to further revision and agreement between the Parties, the Grand Rapids, MN on-demand service route will

run along the highlighted and designated service route depicted in Figure 1.

Start and End Dates (approximate):

Start Date: September, 2022 End Date: March 2024 Operating Hours:

Route service operating hours will occur five or six days per week for approximately 8-12 hours per day, with additional focus placed on evening and weekend service operation to be determined by the Parties. May Mobility will operate approximately 2-4 vehicles available for demand response at any given time. Potential peak hour operations will be based upon route mapping, usage data, and additional research conducted during the course of Project implementation. Operating schedule and peak hours are subject to change, with approval of the Parties, based on ridership numbers, seasonality, or other data dictating the need for more or less vehicles. Similarly, operating hours and services may be extended on a special event, holiday, or when otherwise approved by the Parties, subject to Agreement of the Parties to satisfy the additional costs such extension(s) will reasonably incur.

Operating Days:

Shuttle service shall occur on the aforementioned schedule, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (American), and Christmas Day. Should an enumerated holiday above fall on a day the service route is closed, MMI will observe the holiday on a day prior or following it (*i.e.*, should Christmas fall on a Saturday, MMI would observe the holiday on Friday and service would be closed). Unsafe operating conditions may lead to route cancellation, modification, and/or delays in service. All such judgments regarding unsafe operating conditions will be the sole and exclusive responsibility of the MMI local operations Site Manager or other approved official. If the local operations Site Manager is unreachable prior to scheduled start of service or within a reasonable amount of time, the MMI shift manager will make a judgment call regarding cancelling service. Any such cancellation, modification, and/or delays in service will be communicated to the City as quickly as reasonably possible. Further, road construction, road closure, special events, and/or other unforeseen events may make service impossible and can lead to cancellation, modification, or delay of service.

Extension of service:

Notwithstanding the foregoing, MMI shall extend service as requested by the City, in which event the Parties shall negotiate a reasonable fee adjustment in good faith in advance.

Service Level:

Within 45 days following commencement of services under this Agreement, the Parties will negotiate in good faith to establish additional reasonable and attainable service level requirements consistent with the Parties' reasonable needs based on the vehicle, trip data,

Page 13 of 15

headways, software, uptime, and other ridership data available. Service level requirements shall not exceed 4 vehicles available for demand response at any given time.

Service Credit:

As stated in the Agreement, MMI’s service vehicles and autonomous vehicle technology are currently unable to operate in extreme cold temperature conditions. Specifically, MMI’s service vehicles and autonomous vehicle technology is unable to operate in temperature conditions in excess of -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, shuttle service operations will experience a delayed start, early termination, or full days without service. MMI shall have the sole and exclusive right decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, early termination, of failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

To request a Service Credit, the City must notify MMI within 30 days of receipt of reports containing vehicle and trip data applicable to the service level breach. If downtime during a calendar month results in less than 95% availability, then MMI will issue a service credit in the form of a reduction for the following month’s service charge, in the amount equal to the following:

Service Credit = Service Credit % x monthly fees paid by the City to MMI in prior month.

Uptime	Service Credit %
Availability ≥ 95%	0%
90 ≤ Availability < 95%	5%
85 ≤ Availability < 90%	10%
80 ≤ Availability < 85%	15%
75 ≤ Availability < 80%	20%

Acknowledged and agreed:

THE CITY OF GRAND RAPIDS

MAY MOBILITY, INC.

Edwin Olson (Jan 5, 2022 14:36

Dale Christy (Jan 4, 2022 12:30 CST)

EST Edwin Olson

By:

Dale Christy

Dale Christy

By:

Its: Chief Executive Officer

Its: Mayor Date:

Date:

M.S.A. § 466.04

466.04. Maximum liability

Currentness

Subdivision 1. Limits; punitive damages. (a) Liability of any municipality on any claim within the scope of [sections 466.01 to 466.15](#) shall not exceed:

- (1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;
- (2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;
- (4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;
- (5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;
- (6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;
- (8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under [sections 115B.01 to 115B.15](#) or under any other law; or
- (9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality. (b) No award for damages on any such claim shall include punitive damages. **Subd. 1a. Officers and employees.** The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

Subd. 1b. Total claim. The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

Subd. 2. Inclusions. The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort. **Subd. 3.**

Disposition of multiple claims. Where the amount awarded to or settled upon multiple claimants exceeds the applicable limit under subdivision 1, paragraph (a), clauses (4) to (9), any party may apply to any district court to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

May Mobility Contract

Final Audit Report 2022-01-05

Created: 2022-01-03

By: Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)

Status: Signed

Transaction ID: CBJCHBCAABAAGNE7cYVZjCWvb6_EKscah-S2XvX9XFwx

"May Mobility Contract" History









-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
 2022-01-03 - 10:19:48 PM GMT- IP address: 162.254.65.69
-  Document emailed to Dale Christy (dchristy@ci.grand-rapids.mn.us) for signature
 2022-01-03 - 10:21:04 PM GMT
-  Email viewed by Dale Christy (dchristy@ci.grand-rapids.mn.us)
 2022-01-04 - 6:29:49 PM GMT
-  Document e-signed by Dale Christy (dchristy@ci.grand-rapids.mn.us)
 Signature Date: 2022-01-04 - 6:30:32 PM GMT - Time Source: server
-  Document emailed to Edwin Olson (edwin.olson@maymobility.com) for signature
 2022-01-04 - 6:30:34 PM GMT
-  Email viewed by Edwin Olson (edwin.olson@maymobility.com)
 2022-01-04 - 7:51:23 PM GMT
-  Document e-signed by Edwin Olson (edwin.olson@maymobility.com)
 Signature Date: 2022-01-05 - 7:36:29 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX8916
-  Agreement completed.
 2022-01-05 - 7:36:29 PM GMT



EXHIBIT 2

Exhibit 2: CAV Challenge Grand Iron Range CAV goMARTI.com MnDOT project proposal Scope of Work Summary

The Project Team's approach is described in 8 separate work plan tasks:

Task 1: Community Derived route stops and service hours *"Community Listening"*

This task will create the public and stakeholder route and service area plan including community listening sessions, documenting the initial community derived use cases, and leading to the community's prioritized pilot route area and service hours for the pilot launch.

Task 2: Community Engagement & Outreach

This task includes developing plans for generating awareness, input, engagement, and support for the goMARTI.com shuttle pilot program including executing those plans in collaboration with community stakeholders throughout the pilot.

Task 3: Set-up Pilot and Site

In this task, technology partner May Mobility will complete the route mapping and set up any required infrastructure. Additionally, the May office and vehicle storage site and the Via on-demand app and local call center service will be set-up.

Task 4: Deployment Preparation

Planning the launch is critical for a successful deployment, ultimately leading to a successful launch. Once the final pilot route has been prioritized, the layout of the site, proper permitting, management of customers and a plan for day-to-day operations must be addressed. Some infrastructure modifications may be made to maximize safety and overall user experience.

Task 5: Shuttle Testing and Operations

The Project Team will launch and manage the public AV shuttle pilot (goMARTI.com) programmed to meet the community derived transportation challenges.

Task 6: Collection and Sharing of Data

The Project Team recognizes that this project will be among the first rural, winter, accessible focused AV pilots in the country, possibly the world. The team also recognizes the value of learning the impacts of the many aspects involved in launching an AV accessible pilot in the rural, winter environment. May Mobility provides custom reporting in the form of periodical reporting (monthly) as well as real time incident reporting. Data collected during operations will include testing data and operational data.

Task 7: Program Evaluations and Summary

The goal of this task is to evaluate and summarize the AV safety and performance, accessibility impacts, public feedback after demonstrations, and public engagement activities.

Task 8: Project Management

The Project Manager will manage scope, schedule, budget, and risk throughout the project.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 4, 2022
AGENDA ITEM: Consider approval of a contract with Plum Catalyst
PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As described in the previous agenda item, the MNDOT CAV Challenge Grant contract approval process has been temporarily delayed by staffing changes at MNDOT and so as not to delay the project public engagement activities that are scheduled to begin in April, they have agreed to shift the portion of their funding that was going to pay for that activity to other activities.

The proposed contract with the Plum Catalyst provides those public engagement and project management services that will begin this month. The cost of the contract with the Plum Catalyst will be offset by the matching reduction in contract cost with May Mobility, approved under the previous amendment to the Master Services Agreement.

REQUESTED COUNCIL ACTION:

Make a motion to approve contract with Plum Catalyst



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

CONSULTING AGREEMENT FOR THE CITY OF GRAND RAPIDS, MINNESOTA

PRESENTED ON APRIL 1, 2022



612-999-5670



TAMMY@THEPLUMCATALYST.COM



[LINKEDIN.COM/IN/TAMMYMEEHAN](https://www.linkedin.com/in/tammymeehan)



[@THEPLUMCATALYST](https://twitter.com/THEPLUMCATALYST)



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: goMARTI.COM

Page 1 of 6

JOINT OBJECTIVES

Grand Iron Range CAV goMARTI.com shuttle project management and initial community engagement for defining the shuttle route and stops

PROJECT FEE

\$78,550

CONTRACT PERIOD

4 months

(April 2022-August 2022)

PROJECT BACKGROUND

In February 2021, the City of Grand Rapids worked with The PLUM Catalyst to support strategic planning and oversight for a new *Mobility* program including strategy, partnerships, and mobility project fundraising. A MnDOT Connected and Automated Vehicle (CAV) Challenge grant proposal was led by The PLUM Catalyst and presented to MnDOT in February 2021. The proposal includes an innovative autonomous vehicle shuttle pilot (goMARTI) with over 12 miles of on-demand AV service provided by May Mobility for the rural community, with specific focus on accessibility and winter weather testing. It includes a launch plan for the AV service starting fall 2022 for 18 months of service, with deep community engagement, innovative career pathways programs, student and teacher experience opportunities, and economic development programs throughout the project.

In April 2021, MnDOT approved a total of approximately \$1.6M of funding for the CAV Challenge goMARTI.com shuttle project, with the majority of the MnDOT CAV Challenge funding going toward Community Engagement and Project Management tasks. The remaining project funding for the shuttle testing and shuttle operations is coming from local partners including the City of Grand Rapids, IRRR, Blandin, and others. The PLUM Catalyst will continue to act as the overall Project Manager, leading the Project Management and Community Engagement efforts for the goMARTI.com project.

The MnDOT CAV Challenge award has been in contract negotiations and is now in pre-award audit, with final contracting/notice to proceed now anticipated in June 2022. MnDOT has explained that the delays are due to a variety of internal hurdles including the recent change of the Commissioner and other staffing shortages and changes internally.

This agreement is being put in place because MnDOT recognizes the impact this final contracting date could have on the overall project plan and has agreed to shift the CAV Challenge funding from the Project Management and Community Engagement Tasks to instead cover the equivalent amount in the Task 5 (Shuttle Testing). The shift in the contract scopes thereby allows the project to launch the Community Engagement as scheduled, in April 2022, and launch the shuttle testing and service in September 2022 as scheduled in the project plan, with no additional costs to either agency.

PROJECT APPROACH & ASSIGNMENTS

The PLUM Catalyst will provide the leadership and project support toward the following:

CAV Challenge Task 1: *Community Derived Route Stops & Service Hours*

CAV Challenge Task 8: *Project Management*

(the above Task Orders are referenced in page 4: *CAV Challenge Grand Iron Range CAV goMARTI.com MnDOT project proposal Scope of Work Summary*)

Privileged & Confidential



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GOMARTI.COM

Page 2 of 6

ADDITIONAL TERMS & CONDITIONS

Fees - \$78,550

- Community Engagement: \$47,376
- Project Management \$31,174

Additional time – If additional time above the selected option is warranted and agreed upon in writing by both of us, those hours will be billed at \$270 per hour at the end of the monthly cycle in which they were accrued.

Travel expenses – The City of Grand Rapids agrees to pay reasonable and customary travel expenses for any additional business travel agreed upon in advance. Travel expenses include coach airfare, hotel accommodations, ground transportation, meals and related expenses. Use of a personal or company vehicle for travel shall be reimbursed at the IRS 2022 rate of \$0.585 per mile. Expenses will be billed monthly as they are actually accrued and are due on receipt of the invoice.

Payment terms – The PLUM Catalyst will provide the City with an initial invoice in the amount of \$55,000 representing approximately 70% of the total contract, upon execution of this agreement. Monthly invoicing will proceed through the duration of the contract for the remaining amount. Payment terms are Net 15.

Duration – The term of this agreement shall be 4 months from receipt of the first payment. The term may be extended by our mutual agreement at any time.

Best effort – Due to the nature of assignments and work to be carried out, specific results cannot always be guaranteed. We agree that I and The City of Grand Rapids employees will carry out work toward our joint objectives using our own best efforts and that immediate feedback is warranted if either of us feels the other is not utilizing their best effort.

Subcontracting and Staffing – The PLUM Catalyst reserves the right, subject to approval by the City, to hire, retain and/or otherwise utilize the services of subcontractors, hiring agencies, and the like to full staff the Project. All such employees, agents, subcontractors, or representatives of the PLUM Catalyst will be likewise bound to the requirements and performance standards and expectations of this agreement.

Privileged & Confidential



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GOMARTI.COM

Page 3 of 6

JOINT ACCOUNTABILITIES

The Plum Catalyst accountability includes:

- Adhering to agreed upon deadlines
- Providing a written monthly report on the progress of active assignments
- Responding promptly to company correspondence
- Providing timely notification when projects are nearing completion or reduction of effort so that new assignments can be agreed upon

The City of Grand Rapids accountability include:

- Ensuring access to employees and key individuals at mutually convenient times
- Providing all information that is relevant to the assignments
- Developing new assignments as time becomes available for me to work on them

Our joint accountabilities include:

- Informing each other in a timely manner of information arising that has a bearing on the assignments or our joint objectives
- Using reasonable efforts in scheduling mutually agreeable times for travel and meetings

ACCEPTANCE

Tammy Meehan Russell
 Founder & Chief Catalyst
 The Plum Catalyst LLC

April 1, 2022

Name
 Title
 City of Grand Rapids

Date:

Privileged & Confidential



612-999-5670



TAMMY@THEPLUMCATALYST.COM



LINKEDIN.COM/IN/TAMMYMEEHAN



@THEPLUMCATALYST



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: goMARTI.COM

Page 4 of 6

CAV Challenge Grand Iron Range CAV goMARTI.com MnDOT project proposal Scope of Work Summary

The Project Team's approach is described in 8 separate work plan tasks:

Task 1: Community Derived route stops and service hours *"Community Listening"*

This task will create the public and stakeholder route and service area plan including community listening sessions, documenting the initial community derived use cases, and leading to the community's prioritized pilot route area and service hours for the pilot launch.

Task 2: Community Engagement & Outreach

This task includes developing plans for generating awareness, input, engagement, and support for the goMARTI.com shuttle pilot program including executing those plans in collaboration with community stakeholders throughout the pilot.

Task 3: Set-up Pilot and Site

In this task, technology partner May Mobility will complete the route mapping and set up any required infrastructure. Additionally, the May office and vehicle storage site and the Via on-demand app and local call center service will be set-up.

Task 4: Deployment Preparation

Planning the launch is critical for a successful deployment, ultimately leading to a successful launch. Once the final pilot route has been prioritized, the layout of the site, proper permitting, management of customers and a plan for day-to-day operations must be addressed. Some infrastructure modifications may be made to maximize safety and overall user experience.

Task 5: Shuttle Testing and Operations

The Project Team will launch and manage the public AV shuttle pilot (goMARTI.com) programmed to meet the community derived transportation challenges.

Task 6: Collection and Sharing of Data

The Project Team recognizes that this project will be among the first rural, winter, accessible focused AV pilots in the country, possibly the world. The team also recognizes the value of learning the impacts of the many aspects involved in launching an AV accessible pilot in the rural, winter environment. May Mobility provides custom reporting in the form of periodical reporting (monthly) as well as real time incident reporting. Data collected during operations will include testing data and operational data.

Task 7: Program Evaluations and Summary

The goal of this task is to evaluate and summarize the AV safety and performance, accessibility impacts, public feedback after demonstrations, and public engagement activities.

Task 8: Project Management

The Project Manager will manage scope, schedule, budget, and risk throughout the project.

Privileged & Confidential



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GOMARTI.COM

Page 5 of 9

TASK DETAIL

Task 1: Community Derived route stops and service hours “Community Listening”

This task will create the public and stakeholder route and service area plan including community listening sessions, documenting the initial community derived use cases, and leading to the community’s prioritized pilot route area and service hours for the pilot launch.

Subtask 1.1 Develop the community route and service development plan: This task will work with the current project planning team and the identified Grand Rapids community groups. The team will develop the initial pre-launch community engagement plan and provide a detailed outline of how the team will define and prioritize the initial service area(s) and provide input on vehicle fleet makeup.

Subtask 1.2 Develop the community use cases: The Project Team will engage the local government and advocacy groups as already outlined in the team and others identified in Task 1.1. Contacts within the communities will be identified and contacted. If a stakeholder group is receptive, initial outreach and engagement meetings will be held and/or surveys will be sent. The meetings will consist of a project introduction with questions for the participants. The following are examples of the types of questions that will be asked in the meetings and/or included in the online surveys:

- Are there certain areas of the city where you would like to see an AV shuttle?
- What are your major concerns, if any, about using AV’s in Grand Rapids?
- What do you see as some of the benefits of using an AV in Grand Rapids?
- What destinations would you visit if you had regular transportation?
- What barriers do you experience in using (or trying to find) transportation?

The project team will document use cases for the initial shuttle pilot program.

Initial use case examples already identified in the initial planning include some of the following: providing a connection between the north and south areas of the city, stopping at significant points of interest (grocery stores, dining, shopping, leisure and recreation activities, housing, lodging and hotel areas, hospital and assisted living locations), providing access to social events and providing service on the evenings and weekends.

The project team has already started these community use case discussions and the aligned route draft planning including technical research and route scouting.

Subtask 1.3 Prioritize the community use cases: The final route and service hour selection will maximize ridership, especially the transportation challenged individuals, while providing the optimal productive feedback and data to further advance autonomous technology. The final use cases leading to the route and service hours will be summarized and prioritized based on an agreed upon prioritization method between the lead task supporters. Examples of prioritization categories will include: forecasted ridership, rider needs (accessibility), current service, technical route limitations, budget limitation, etc.

Subtask 1.4 Finalize and present custom route and service pilot: The final route and service hour selection will be presented back to the community through public workshop(s) and community engagement outreach meetings. The technology, the route development process, and the final service plans will be shared.

Task 1 Deliverables:

- Engagement plan including survey questions and the list of local groups participating
- Process document with selection criteria for route prioritization
- Prioritized list of use cases used in initial service area
- Documentation of route and service area

Privileged & Confidential



THE PLUM CATALYST

FUTURE MOBILITY | SMART COMMUNITIES

PROJECT: GOMARTI.COM

TASK DETAIL

Page 6 of 6

Task 8: Project Management

The Project Manager will manage scope, schedule, budget, and risk throughout the project.

Subtask 8.1 Project Team Kick-Off and Project Management Meetings: Create a list of Project Team members to maintain a project contact list through the duration of the project. Project Team meetings will occur as part of Tasks 1-9. Convene a project kick-off meeting with the Project Team and convene weekly project update meeting phone calls. Identify members of larger stakeholder team/advisory team.

Subtask 8.2 Project Management Reporting: Project Manager will provide project oversight, management and quality assurance/quality control for the duration of the project.

Deliverables:

- Project Management Team and Stakeholders Contact List
- Agendas and Minutes
- Arranging meeting dates and times

Privileged & Confidential