

OFFICIAL NOTICE

Public Notice is hereby given that the Council of the City of New Orleans will consider at its regular meeting of January 14, 2021 at 10:00 a.m., to be held either via video conference or in the Council Chamber, at City Hall, 1300 Perdido Street, Room 1E07, the adoption of Ordinance Calendar No. 33,204 introduced at the meeting of December 17, 2020.

SAID ORDINANCE would authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement (the "Agreement") between the City of New Orleans (the "City") and Blue Krewe (the "Contractor"), to allow the parties to partner and engage in a cooperative endeavor to implement the public on-demand Bicycle Sharing Program, whereby the Contractor shall provide, administer, manage, operate, and maintain a bicycle sharing program in the City, as more fully set forth in the Agreement.

Said ordinance may be seen in full in the Office of the Clerk of Council, Room 1E09, City Hall, 1300 Perdido Street.

LORA W. JOHNSON, LMCC, MMC CLERK OF COUNCIL

PUBLICATION DATE: December 25, 2020 NOCP 4953

OFFICIAL NOTICE CAL. NO. 33,204

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF NEW ORLEANS AND BLUE KREWE FOR NEW ORLEANS BICYCLE SHARING PROGRAM

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans, a political subdivision of the State of Louisiana, represented by LaToya Cantrell, Mayor (the "City"), and Blue Krewe, represented by Corey Hebert, Board President ("Contractor" or "Blue Krewe"). The City and Blue Krewe may sometimes each be referred to as a "Party" or collectively referred to as the "Parties." The Agreement is effective as of January 1, 2021 (the "Effective Date").

RECITALS

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City desires a bicycle sharing program in the City of New Orleans, Louisiana (the "Site") and, in that is seeking a partner to engage in a cooperative endeavor with the City for an on-demand bicycle share system;

WHEREAS, the City initiated discussions with the Greater New Orleans Foundation ("GNOF") to explore the potential donation of assets from the City's prior bicycle sharing contractor and regarding the future operation of a bicycle sharing program in partnership with a local not-for-profit organization as has been successful in cities like Cincinnati, Houston, Memphis, Minneapolis and many others;

WHEREAS, in partnership with the City of New Orleans, GNOF provided private grant funding and technical assistance and facilitated the creation of a Blue Krewe as an independent, Louisiana nonprofit organization with IRS 501(c)(3) status, and has agreed to serve as Blue Krewe's initial fiscal agent;

WHEREAS, the City and Blue Krewe believe that bicycling as a mode of transportation improves health outcomes and reduces carbon emissions;

WHEREAS, the City has committed to the planning and development of significant mileage of bicycling infrastructure through the Moving New Orleans Bikes initiative;

WHEREAS, the City and Blue Krewe believe that bicycling access and infrastructure must be targeted to improve equity among residents;

WHEREAS, for a bicycle-sharing program to be successful, program facilities will have to be placed at locations throughout the City that prioritize visibility, locations desirability, and convenience, among other considerations;

WHEREAS, the City and Blue Krewe share in their goals to expand bicycling as a mode of transportation for residents, especially workers;

WHEREAS, the City and Blue Krewe share a vision for retaining local control over this important transportation asset;

WHEREAS, the City and Blue Krewe share a goal of robust data sharing while maintaining privacy of users' personal data;

WHEREAS, the City and Blue Krewe desire to accomplish the valuable public purpose of supporting equity, safety, connectivity, and efficiency in transportation, while also improving public health and wellness; and

WHEREAS, the City and Blue Krewe desire to enter into this Agreement describing the terms and conditions upon which Blue Krewe will provide bicycles, bicycle parking, and other related products or services necessary to administer, manage, operate, and maintain a bicycle sharing program at the Site, as set forth hereinunder.

NOW THEREFORE, the City and Blue Krewe, each having the authority to do so, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, hereby agree as follows:

1. DEFINITIONS

1.1. "Agreement" shall mean this Cooperative Endeavor Agreement, together with all appendices, attachments, and exhibits hereto and all amendments or modifications hereof or thereof, which all together are incorporated into and constitute the entire agreement of the parties with respect to the subject matter hereof.

1.2. "App" shall mean an iOS and Android compatible mobile application provided to the Bicycle Share Program by the Contractor with capabilities and functionalities that allow for users to perform at a minimum the functions defined in Section 8.6.

1.3. "Bicycle" shall mean each unit of Contractor's bicycle or electric-assisted bicycle as defined in Louisiana Revised Statute 32:1 and included in Section 1.11 of this Agreement.

1.4. "Bicycle Parking" shall include Bicycle Share Stations and Temporary Bicycle Parking Areas as defined in Section 1.5 and Section 1.31, respectively.

1.5. "Bicycle Share Station" shall mean Bicycle Parking with physical racks, whether located on publicly or privately-owned property, designated for the retrieval, return, and storage of Bicycles.

1.6. "Bicycle Sharing Program" shall mean the bicycle sharing program managed, administered, operated, and maintained by Blue Krewe using the Products and the Services at the Site.

1.7. "City" shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.8. "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement. All Confidential Information will be handled in accordance with applicable Louisiana Public Records Laws, as set forth in La R.S. 44:1 et seq. To that end, pursuant to La R.S. 44:3.2, any information that Contractor believes to be proprietary and/or trade secret information shall contain a cover sheet that provides in bold type

"DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION."

1.9. "Contractor" shall have the meaning set forth in the introductory paragraph of this Agreement.

1.10. "Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.

1.11. "Electric-assisted Bicycle" shall mean every Bicycle upon which any person or person, if the design accommodates passengers, may ride, having a saddle or seat for each rider, and having two tandem wheels, either of which is sixteen (16) inches or more in diameter, or three (3) wheels, any one of which is twenty (20) inches or more in diameter, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty (750) watts that meets the requirements of one of the following classes:

1.11.1. "Class One Electric-Assisted Bicycle" means an electric-assisted Bicycle equipped with a motor, which provides assistance only when the rider is pedaling and ceases to provide assistance when the Bicycle reaches the speed of twenty (20) miles per hour.

1.11.2. "Class Two Electric-Assisted Bicycle" means an electric-assisted Bicycle equipped with a motor, which may be used exclusively to propel the Bicycle and is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.

1.11.3. "Class Three Electric-Assisted Bicycle" means an electric-assisted Bicycle equipped with a motor, which provides assistance only when the rider is pedaling and ceases to provide assistance when the Bicycle reaches the speed of twenty-eight (28) miles per hour.

1.12. "Goods" shall mean Products and Services.

1.13. "Initial Term" shall have the meaning set forth in Section 6.2.

1.14. "Installation Services" shall mean the installation of Bicycle Share Stations.

1.15. "Intellectual Property" shall mean any Mark, Mark application, patent, patent application, moral right, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right in and to the Goods, including any corrections, enhancements, updates, modifications, or derivative works, in any media, whether registered or unregistered, and whether first made or created before or after the Effective Date. Intellectual Property shall specifically exclude any Mark, Mark application, patent, patent application, moral

right, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property solely belonging to the City.

1.16. "Launch Date" shall have the meaning set forth in Section 6.1.

1.17. "Lock" shall mean each unit of Contractor's Bicycle lock.

1.18. "Low-Income" shall mean an individual with an income of 80% or below the one-person family Income Limit for Orleans Parish as defined and updated annually by the U.S. Department of Housing and Urban Development ("HUD") and which shall be further incorporated into the Performance Metrics, as set forth below in Section 1.24.

1.19. "Marks" shall mean any and all logos, trade names, designs, symbols, trademarks, and/or service marks.

1.20. "Operations Services" shall have the meaning set forth in Section 3.3.

1.21. "Products" shall mean Contractor's Bicycles, Locks, and related equipment, components, and accessories provided to the Bicycle Sharing Program.

1.22. "Renewal Term" shall have the meaning set forth in Section 6.3.

1.23. "Services" shall mean the Operations Services, Software Services, and the Installation Services.

1.24. "Performance Metrics" shall mean the level of service by which the Contractor shall provide the Services, which shall be mutually agreed upon by the Parties, and reviewed annually by the Parties.

1.25. "Site" shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.26. "Software Services" shall mean software services provided to the Bicycle Sharing Program by the Contractor.

1.27. "Sponsorship" shall mean an arrangement pursuant to which, in connection with a payment or payments, any entity contributing such payment or payments is acknowledged by the Parties and/or the Bicycle Sharing Program for such contribution.

1.28. "Sponsorship Fees" shall mean any fees collected from the sale of any and all title, secondary, and other Sponsorships, including App Sponsorships, Website Sponsorships, and Physical Sponsorships.

1.29. "Subscribed User" shall have the meaning set forth in Section 8.1.

1.30. "Subscribed User Data" shall mean aggregated data about the Subscribed Users and their use of the App, the Website, and the Bicycle Sharing Program as available through the Software Services.

1.31. "Temporary Bicycle Parking Area" shall mean temporary Bicycle Parking that does not require physical infrastructure, whether located on publicly or privately-owned property, designated for the retrieval, return, and storage of Bicycles.

1.32. "Term" shall have the meaning set forth in Section 6.3.

1.33. "User Trip Data" shall mean anonymized trip data, including, but not limited to, General Bikeshare Feed Specification ("GBFS") and potentially Mobility Data Specification ("MDS") feeds, to be used by the City for the purposes of planning and compliance, as set forth in Section 8.

1.34. "Website" shall mean Contractor's online Bicycle rental web application platform.

2. CITY'S GOALS AND OBJECTIVES

2.1. The City's goals and objectives for the Bicycle Sharing Program are to:

2.1.1. Provide an affordable and convenient transportation option for people, both residents and visitors, moving around the City;

2.1.2. Lead as an international model for equitable bicycle sharing programs;

2.1.3. Operate in a fiscally sustainable manner;

2.1.4. Promote health and wellness;

2.1.5. Expand workforce mobility options;

2.1.6. Facilitate a change in street culture and safety resulting in respectful co-existence among people walking, bicycling, or operating motor vehicles;

2.1.7. Employ and train local staff, especially from disadvantaged communities, returning populations, and at-risk youth programs, for both management and rank-and-file positions;

2.1.8. Attract residents and visitors to explore neighborhoods, spurring economic development and retail sales;

2.1.9. Introduce more residents to bicycle transportation and expand the number of daily bicycle users;

2.1.10. Collaborate with large institutions, including but not limited, to the colleges and universities located in the City, to expand transportation options for students, staff, and faculty; and

2.1.11. Coordinate with neighboring jurisdictions on future expansions of the Bicycle Sharing Program to support regional transportation and mobility efforts.

3. SCOPE OF WORK

3.1. Products Provided for Use. No later than September 1, 2021, Contractor agrees to provide a minimum of: (1) three hundred fifty (350) Bicycles, (2) three hundred fifty (350) Locks, and (3) Bicycle Share Stations with a minimum 1.7:1 capacity of Bicycle parking spaces to Bicycles (i.e., a minimum capacity of five hundred ninety five (595) Bicycle parking spaces, for the proper parking of Bicycles).

3.2 Expansion. Contractor agrees to increase the number of Bicycles and the Bicycle parking capacity at existing and/or new Bicycle Share Stations to a minimum of one thousand two hundred thirty two (1232) Bicycle Parking spaces and 725 Bicycles between the first (1st) anniversary of the Launch Date and the fourth (4th) anniversary of the Launch Date (i.e., September 1, 2022, September 1, 2023, September 1, 2024, and September 1, 2025).

3.3 Operations Services. During the Term, Contractor agrees to operate and maintain the Products specified in Section 3.1 above, as well as the overall Bicycle Sharing Program. The Parties agree to establish Performance Metrics, including equity goals, for the Bicycle Sharing Program within ninety (90) days of the Effective Date and to review the Performance Metrics annually, which shall be subject to the terms and conditions set forth herein.

3.3.1 Reporting Requirements. Contractor agrees to annually report on the previous year's services and performance and the proposed services for the upcoming year. The annual report will include, but is not limited to, financial reporting, operations, and Performance Metrics. The annual report shall be made available to the City and to the public. Real-time reporting throughout the Term will include, but is not limited to, the terms of Section 8.2, Section 8.3 and Section 8.4 for public-facing and City-facing reporting, respectively.

3.3.2 Bicycle Parking Locations. Contractor shall provide Bicycle Parking locations as defined in Section 1.4, Section 1.5, and Section 1.31. In accordance with Section 154-1421 of the City Code, no bicycle may be deposited, placed, or stored on the public right of way other than on a spare bike rack or other designated storage area.

3.3.3 Bicycle Share Station Locations. The Parties shall mutually agree to the locations for placement of the Bicycle Share Stations at the Site. The bicycle parking capacity of Bicycle Share Stations shall meet the minimum requirements of Section 3.1. In selecting the locations of the Bicycle Share Stations, Contractor shall rely upon best practices, understanding that the City's Departments of Safety and Permits, Public Works, and City Planning Commission, and the Office of Transportation, or other public entities, boards, or commissions with jurisdiction must process and approve prior to placement in accordance with all local and municipal policies.

3.3.4 Coverage. Contractor commits to providing Bicycle Share Stations in each of the City Planning Commission's Planning Districts where the developed land is greater than the undeveloped land (Planning Districts 1a, 1b, 2, 3, 4, 5, 6, 7, 8, 9 and 12) as funding, partnerships, and demand allow. Qualifying station locations in addition to those on the Public Right of Way, may include parks, universities, and/or other partner entities. These expansion zones shall be supplied with an appropriate number of bicycles to support ridership.

3.3.5 Bike Equity Index Alignment. The Bike Equity Index, developed through the Moving New Orleans Bikes planning process, identified areas throughout the City where bicycle infrastructure should be targeted due to several factors. Contractor shall work with the Moving New Orleans Bikes project team to identify Equity areas informed by the Bike Equity Index for placement of Bicycles and Bicycle Share Stations. Contractor will make a good faith effort to place Bicycle Share Stations in areas identified by the Bike Equity Index as resources, partnerships, and demand allow.

3.4 Temporary Bicycle Parking Area Locations. Contractor may implement Temporary Bicycle Parking Areas as defined in Section 1.31 on an as-needed basis to accommodate major events and festivals. In selecting the locations of the Temporary Bicycle Parking Areas, Contractor shall rely upon best practices, understanding that the City's Departments of Safety and Permits, Public Works, and City Planning Commission, and the Office of Transportation, or other public entities, boards, or commissions with jurisdiction must process and approve prior to placement in accordance with all local and municipal policies. These Temporary Bicycle Parking Areas shall not contribute to the bicycle parking capacity requirements for Bicycle Share Stations in Section 3.1.

3.5 Subscriber User Fares. Blue Krewe will be responsible for soliciting and enrolling Subscribed Users and establishing the fare types and fares of the Subscribed Users.

3.6 Fare Types. Contractor shall, at a minimum, provide the fare types listed below:

3.6.1 a monthly plan ("Monthly Plan");

3.6.2 a Low-Income plan ("Low-Income Plan"); and

3.6.3 a pay as you go plan ("Pay as You Go Plan").

3.7. Fare Modifications. Contractor may modify the fares consistent with the Goals and Objectives in Section 2.1.3 in accordance with the processes in Section 3.8 and Section 3.9. In furtherance of the above, the Parties will review the fee structure on each one (1) year anniversary of the Launch Date to ensure that said structure is in accordance with industry standards and applicable law.

3.8. Low-Income Plan. Per Section 3.6 Blue Krewe shall provide a Low-Income Plan. The cost of the Low-Income Plan at the Launch Date will be mutually agreed upon by the Parties. Future modifications to the Low-Income Plan will be mutually agreed upon by the Parties through the following process. Blue Krewe will submit recommended changes to the Director of the Mayor's Office of Transportation (or the Director's designee). The City will either approve the recommendation or will provide a written disapproval, which will contain the City's recommended path forward within ten business (10) days. The Board of Directors of Blue Krewe will then vote on whether to accept the City's recommendation,

leave the program as-is, or continue negotiation of a new Low-Income Plan rate.

3.9. Monthly Plan and Pay as You Go Plan. Per Section 3.6 Blue Krewe shall provide a Monthly Plan and a Pay-As-You-Go Plan. The cost of the Monthly Plan and the Pay-As-You-Go Plan at the Launch Date will be provided to the City a minimum of sixty (60) days in advance of the Launch Date. Upon review of the costs, the City may request financial justification for the costs within ten (10) days after receiving the cost structure. If the City disagrees with the cost after receiving the financial information, the City will provide a written statement setting forth the basis of its disagreement within five (5) days after receiving any financial justification from the Contractor. The Board of Directors of Blue Krewe will then take the City's feedback into consideration when determining initial pricing. Future modifications to the Monthly Plan and the Pay-As-You-Go Plan will be through the following process: Blue Krewe will submit proposed changes to the Director of the Mayor's Office of Transportation (or the Director's designee). The City will provide a written response within ten business (10) days either agreeing with the proposed changes or disagreeing with them and offering feedback, as necessary. The Board of Directors of Blue Krewe will then take the City's feedback into consideration when determining whether or not to implement any changes.

3.10. Additional Fare Types, Plans, and Structures. Contractor may create additional fare types, plans, and structures, including, but not limited to, university fares, convention bulk rate plans, and variable fare structures that incentivize user distribution (for instance, through use of out of Bicycle Share Station fees or rebalancing credits), provided, however, that Contractor continues to offer the fare types set forth in Section 3.6.

3.11. Methods of Payment. Contractor shall accept online, and mobile based payments. Contractor shall make its good faith best efforts to provide fiscally sustainable methodologies and Low-Income Plans to ensure accessibility of the Bicycle Sharing Program to residents and visitors alike, such as through partnership(s) with the City, foundations, community organizations, financial institutions, mobility providers, and others to assist in securing collateral and implementing reduced-cost option(s).

3.12. Community Outreach and Education. The Contractor shall develop an ongoing campaign to educate the public on the Bicycle Sharing Program in New Orleans in partnership with the Mayor's Office of Neighborhood Engagement and the Mayor's Office of Transportation. This education shall include operational information detailing the use of the Bicycle Sharing Program complete with pricing and membership options, and the health and climate benefits of bicycling as a transportation mode. The Contractor shall develop the campaign for all residents, and shall run strategic campaigns to attract new members, particularly low-income subscribers.

3.13. Stakeholder Outreach. Contractor shall make reasonable, good-faith efforts to be available, in person or by phone, to participate in meetings to introduce the concept and benefits of the Bicycle Sharing Program to key community stakeholders.

3.14. Public Safety Campaign. Contractor shall develop and implement a campaign focused on providing bicycle safety programming, improving city streets, and increasing safe streets outreach and advocacy across the Site in collaboration with the City and other partners to be identified by the City.

4. CONSIDERATION

4.1 Revenue Sources. As consideration for the provision of Goods described in this Agreement, Contractor may collect fares from the public, collect Sponsorship Fees from third parties, and create any other revenue sources for operation and maintenance of the Bicycle Sharing System it deems appropriate in accordance with applicable law.

4.2 Resources Provided by the City. The City shall assist in securing any and all permits, approvals, and licenses required for the implementation of the Bicycle Sharing Program and waive all related fees; allow use of public bicycle racks as part of the Bicycle Sharing Program, provided, however that the City's existing public bicycle racks shall not count towards Contractor's minimum requirements unless mutually agreed to, as set forth in Section 3.1; make certain operational resources, including without limitation operational and financial resources (e.g., future grant award), available to Contractor, if the City, in its sole discretion, determines the expenditure of said resources to be in the best interests of the City, but in no event shall City funds, except as otherwise expressly set forth herein, be used for the Bicycle Sharing Program's implementation, operation or maintenance; the City will actively research and partner with Blue Krewe to attain funding from Federal and State sources for both capital expense and operating expense funding, include the Bicycle Sharing Program in the City's promotional and marketing materials when appropriate; include the Bicycle Sharing Program in public meetings when appropriate to facilitate public input for station siting and system expansion; and reasonably assist Contractor in seeking Sponsorships for the Bicycle Sharing Program. City will actively partner with Contractor to resolve issues of asset loss if they arise and in accordance with the City's standard policies and procedures.

4.3 Relocation of Bicycle Share Stations. To the extent any of the Bicycle Share Stations are required to be temporarily relocated due to construction and/or related infrastructure work at the Site, the City and the Blue Krewe shall work together to identify a temporary new location. Blue Krewe shall bear any and all costs and expenses associated with up to fifteen (15) City-requested relocations within any given anniversary year of the Launch Date. The City and Blue Krewe agree that for the purposes of temporary relocation of Bicycle Sharing Stations, no additional technical drawings or permitting processes apply. For the avoidance of doubt, any Relocation that is requested and initiated by Blue Krewe shall not be subject to the preceding limitation (i.e., Blue Krewe's requested and initiated relocations don't count towards the aforementioned 15 relocations).

4.4 Bicycle Sharing Program Revenue. All net revenues from the Bicycle Sharing Program will be reinvested into the operational and capital costs of the Bicycle Sharing Program and shall be accurately reported to the City annually.

5. BRANDING AND NAMING RIGHTS

5.1 Branding. Branding decisions related to the Products and the Bicycle Sharing System, including color of the Products and the name of and Marks associated with the Bicycle Sharing System, require the City's approval, which shall not be unreasonably withheld, provided such decisions and approvals are made in accordance with applicable laws. Moreover, the City reserves the right to ensure that any name of and Marks associated with the Bicycle Sharing System are appropriate and consistent with the City's Goals and Objectives. Contractor agrees to provide to the City with advance notice of any such Branding proposals, and the City shall provide approval and/or feedback within five (5) business days of receiving such notice. If the City provides feedback for consideration by Contractor within the time delay previously stated, the Contractor shall provide a modified Branding proposal to the City based upon said feedback or a justification for a rejection of said feedback within five (5) business days of receiving the City's feedback. The City shall then provide either an approval of the modified Branding proposal or an approval or rejection of Contractor's justification, respectively, within five (5) business days of receiving same. If the City provided timely rejection to Contractor, the Parties agree to make good faith best efforts to reach a mutually agreeable resolution and/or compromise to the Branding proposal made the subject of the rejection.

5.2 Sponsorship. Contractor reserves the right to seek and engage advertising or sponsorship placements within the App, Website (e.g., targeted advertising based on the location of a Bicycle being used in the Bicycle Sharing Program), or any physical product of the bikeshare system. Advertising or sponsorship that falls into one or more of the following categories shall be prohibited from any of the bicycle share sponsorship placement opportunities: (1) Political or public issue content; (2) Religious content; (3) Obscene or vulgar content; (4) Unlawful, unsafe or disruptive content; (5) False, misleading, or tortious content; (6) Content advertising goods and services in the following categories: Alcohol, or any material that depicts the consumption of alcoholic beverages or signs of excessive alcohol intoxication; Firearms or non-firearm weapons; Tobacco, or depictions of tobacco-related production, e-cigarettes, products that simulate smoking, or products that resemble tobacco products; or "Adult" -oriented goods and services.

5.3 Adherence to Municipal Code. Notwithstanding anything to the contrary herein, Contractor agrees to comply with the terms and conditions as set forth in Section 154-242 of the Code of the City of New Orleans.

5.4 Brand Licensing. The name and branding of the Bicycle Sharing System shall be the sole Intellectual Property of Contractor. The City may request a limited license for such Intellectual Property, upon mutual written agreement of the Parties and subject to the fees, terms, and conditions agreed upon therein, which agreement shall not be unreasonably withheld or denied by Contractor.

6. TERM, TERMINATION, AND DEFAULT REMEDIES

6.1. Launch Date. The Bicycle Sharing Program shall be operative on or before September 1, 2021, (the "Launch Date") and expanded as partnerships, resources, and demand dictate. City grants Contractor exclusive rights to procure, administer, and operate bike share at the Site, notwithstanding any other rights granted to the City herein.

6.1.1. Right of First Refusal. City grants Contractor an exclusive right of first refusal to be the City's partner on the implementation of any other shared micro-mobility initiatives that the City is interested in making available to the public, to ensure that there is thoughtful management around supply, demand, and management of the shared micro-mobility ecosystem at the Site. The City shall not enter into an agreement with any other party for a shared micro-mobility initiative without providing the Contractor at least ninety (90) days to agree to amend this Agreement and to incorporate the new desired shared micro-mobility initiative.

6.2. Initial Term. This Agreement shall have an initial term that commences on the January 1, 2021 Effective Date and extends for five (5) years eight (8) months through September 1, 2026, thus expiring on the fifth (5th) anniversary of the September 1, 2021 Launch Date ("Initial Term").

6.3. Extension. Upon mutual agreement of the Parties, this Agreement may be renewed for an additional five (5) successive one-year terms, with each one (1) year term (hereinafter "Renewal Term") requiring a new cooperative endeavor agreement between the Parties, as required by the Home Rule Charter of the City of New Orleans including, but not limited to Section 9-314. Each Renewal Term together with the Initial Term shall hereinafter be referred to as the "Term". Notwithstanding the foregoing, this Agreement does not prohibit the Parties from negotiating another five (5) year cooperative endeavor agreement ("CEA") at the end of the Initial Term or a Renewal Term, upon mutual agreement of the Parties and approval of same by the City Council for the City of New Orleans. The City shall provide Contractor with written notice no later than six (6) months prior to the expiration of the Initial Term whether it intends to exercise the option to enter into a Renewal Term of the Agreement or negotiate another five-year CEA.

6.4. Termination for Cause. In the event a Party believes the other Party is in breach of this Agreement, it will notify the other Party via certified mail of the