

INTRODUCED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CY 2014 MUNICIPAL BUDGET TO
BE READ BY TITLE ONLY**

BE IT RESOLVED, by the City Council of the City of Hoboken, in the County of Hudson, *(by majority vote of the full membership)* hereby determine that the **CY 2014 Municipal Budget**, shall be read by its title and we further declare that all the conditions set forth in **N.J.S.A. 40A:4-8(1A & 1B)** have been met.

REVIEWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting: April 23, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Jennifer Giattino				

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION TO RESCIND A SERVICE CONTRACT WITH BIKE THE GREENWAY AS BIKE SHARE SERVICE OPERATOR TO THE CITY OF HOBOKEN, AS WELL AS THE CITY OF JERSEY CITY AND THE TOWNSHIP OF WEEHAWKEN

WHEREAS, on February 19, 2014, by way of Resolution Number 18, the City awarded a contract to Bike the Greenway (Bike the Skyline) for services of bike share provider to the City of Hoboken, along with the City of Jersey City and the Township of Weehawken, in accordance with a Competitive Contracting RFP and Bike the Skyline proposal; and,

WHEREAS, the City, along with the other two municipalities, thereafter determined that the parties would renegotiate some terms of the agreement, and would clarify and enhance other terms from what was originally written in the RFP and proposal; and,

WHEREAS, as a result, the City Council is hereby called upon to review the final contract terms and authorize execution of same in place of the original contract award of February 19, 2014; and,

WHEREAS, as a result, the City Council hereby rescinds the award of Resolution Number 18 of February 19, 2014, and directs the Administration to take the appropriate action to effectuate this rescission.

NOW THEREFORE BE IT RESOLVED as follows:

- A. This resolution rescinds the award of a Bike the Skyline bike sharing contract which was authorized by the City Council’s Resolution #18 of February 19, 2014, for the reasons stated herein; and,
- B. The City Council requests the Administration to take the appropriate action to effectuate this Resolution; and,
- C. This resolution shall take effect immediately upon passage.

MEETING: April 23, 2014

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Council President Jen Giattino				

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH NJ BIKESHARE, LLC/ dba BIKE
THE SKYLINE AS BIKE SHARE SERVICE OPERATOR TO THE CITY OF HOBOKEN, AS WELL
AS THE CITY OF JERSEY CITY AND THE TOWNSHIP OF WEEHAWKEN, IN ACCORDANCE
WITH THE UNDERLYING SHARED SERVICE AGREEMENT FOR BIKE SHARE SERVICES
BETWEEN THE THREE MUNICIPALITIES, FOR A FIVE YEAR TERM, WITH A CITY
COMMISSION OF 10% PROFIT SHARE PAYABLE TO THE THREE MUNICIPALITIES AFTER
CAPITAL EXPENDITURES HAVE BEEN RECOUPED**

WHEREAS, Jersey City, Hoboken, and Weehawken jointly solicited Requests for Proposals from qualified contractors or organizations to implement, operate, maintain and publicize a successful and financially self-sustaining on-demand regional bicycle sharing system in Hoboken, Jersey City, and Weehawken with a proposed launch date of March 1, 2014; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

WHEREAS, the City of Hoboken independently evaluated all the RFP submissions, and then combined evaluation results with Jersey City and Weehawken, to determine the most effective and efficient vendor for the shared service program; and,

WHEREAS, on February 19, 2014, by way of Resolution Number 18, the City awarded a contract to Bike the Greenway (Bike the Skyline) for services of bike share provider to the City of Hoboken, along with the City of Jersey City and the Township of Weehawken, in accordance with a Competitive Contracting RFP and Bike the Skyline proposal; and,

WHEREAS, the City, along with the other two municipalities, thereafter determined that the parties would renegotiate some terms of the agreement, and would clarify and enhance other terms from what was originally written in the RFP and proposal; and,

WHEREAS, as a result, the City Council is hereby called upon to review the final contract terms, attached hereto, and authorize execution of same in place of the original contract award of February 19, 2014; and,

WHEREAS, Bike the Skyline is hereby required to continue to abide by the "pay-to-play" requirements of State law as well as the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is not necessary for this contract.

NOW THEREFORE, BE IT RESOLVED, that the attached quad-partied contract with NJ Bikeshare LLC / dba Bike the Skyline be entered into, to provide the City with bike share services, for a five (5) year term; and,

BE IT FURTHER RESOLVED, that the City's authorization of this contract award and the execution of the agreement by the City shall only be effective so long as (1) a formal, valid New Jersey Business Registration Certificate is in effect for the vendor, under the business name or d/b/a of "Bike the Skyline",

(2) the vendor maintains any and all insurances required under the RFP in the name of the business entity "Bike the Skyline", (3) the quad-partied contract has been properly executed by all parties, and (4) if any party shall attempt to assign, extinguish their obligations thereunder, or terminate the agreement, whether with or without cause, the City of Hoboken shall have an immediate automatic right to terminate their obligations under this agreement without recourse; furthermore, any attempt to amend the agreement must be in writing and properly executed by all parties to the original agreement;

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of **the vendor**; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution, including, but not limited to, execution of the quad-parties agreement authorized hereunder; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

MEETING: April 23, 2014

REVIEWED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
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Council President Jen Giattino				

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

NJ BIKESHARE LIMITED LIABILITY COMPANY

0400635722

*With the Previous or Alternate Name
BIKE THE SKYLINE (Alternate Name)*

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on February 17, 2014.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Edward Breen
557 Kiowa Drive
Franklin Lakes , NJ 07417*

I further certify that as of the date of this certificate, the following amendments and changes are on file in this office:

<i>Change Of Agent And Office</i>	<i>02/19/2014</i>
<i>Alternate Name Filing</i>	<i>02/20/2014</i>



Certification# 131950762

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 17th day of April, 2014

*Andrew P Sidamon-Eristoff
State Treasurer*

**WEEHAWKEN-HOBOKEN-JERSEY CITY BIKE SHARE
PARTNERSHIP PROGRAM**

AGREEMENT

BETWEEN

**THE CITY OF HOBOKEN, THE CITY OF JERSEY CITY,
AND THE TOWNSHIP OF WEEHAWKEN**

AND

NJ BIKESHARE LLC (dba BIKE THE SKYLINE)

FOR

**THE FINANCING, IMPLEMENTATION, MANAGEMENT, OPERATION AND
MARKETING OF A BIKE SHARING SYSTEM**

**AGREEMENT
BETWEEN THE CITY OF HOBOKEN, THE CITY OF JERSEY CITY AND THE
TOWNSHIP OF WEEHAWKEN AND NJ BIKESHARE LLC
FOR THE FINANCING, IMPLEMENTATION, MANAGEMENT AND OPERATION
OF A BIKE SHARING SYSTEM**

This Agreement (Agreement), effective upon execution by authorized representatives of all parties (Effective Date), is made and entered into by and between the City of Jersey City, the City of and Hoboken and the Township of Weehawken, (The Cities), New Jersey municipal corporations with 280 Grove Street Jersey City, New Jersey 07302 for the City of Jersey City, and 94 Washington Street, Hoboken, New Jersey 07030 for the City of Hoboken and 400 Park Avenue, Weehawken, NJ 07086 for the Township of Weehawken serving as the place of business for this agreement, and NJ Bikeshare LLC (dba Bike the Skyline) (BTS), a New Jersey corporation with its principal office located at 123 Town Square Place, Jersey City, NJ 07310 (collectively, the Parties).

WHEREAS, The Cities have expressed an interest in contracting to develop a bicycle sharing program for use and enjoyment in the areas of each City; and

WHEREAS, The Cities mobility, sustainability, health, economic, and social goals support policies that will help bicycling become a more viable alternative mode of transportation, to connect to transit, and for recreation, including providing safe, convenient, and adequate short-term and long-term bicycle parking facilities and other bicycle amenities for employment, retail, multifamily housing, schools and colleges, and transit facility uses; providing bicycle facilities and amenities to help reduce the number of vehicle trips; and investigating the potential for bike sharing stations/programs in medium/higher density areas; and

WHEREAS, bike sharing programs tend to provide affordable access to bicycles for short-distance trips in urban areas, to provide an alternative to motorized public transportation or private vehicles, to help reduce traffic congestion, parking congestion, noise, and air pollution, to connect users to public transit networks, to address some of the primary disadvantages to bicycle ownership such as loss from theft or vandalism, lack of parking or storage, and maintenance, and are a favorable amenity for visitors; and

WHEREAS, Numerous studies have found that bike sharing results in fewer vehicle miles traveled, reduces greenhouse gas emissions, and creates green jobs related to system management and maintenance; and

WHEREAS, BTS is interested in working with The Cities to develop a bike sharing program (Program) based upon the goals described in the RFP for these services, which RFP is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities hereby agrees to make all reasonable and legally justifiable efforts to assist BTS to secure and procure all governmental approvals, permits, authorizations, filings and any other required governmental consent; and

WHEREAS, absent this Agreement, The Cities would otherwise be responsible for providing all necessary funding for the creation, implementation and operation of the Program; and

WHEREAS, BTS will provide funding and management oversight for the Program pursuant to the terms of this Agreement and has engaged a team of professionals that specialize in the design, development, manufacture and operation of public bike sharing programs and systems for municipalities and other entities and currently operates bike sharing systems in various municipalities; and

WHEREAS, BTS submitted a proposal which demonstrates both its interest and ability to fund the program, and which has contracted with a qualified and experienced team to implement, manage and operate a bike sharing system within The Cities , which proposal is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities has determined that BTS's proposal meets the objectives of and is otherwise in the best interest of The Cities;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 Scope

BTS agrees to be responsible for the design, implementation, management, operation and maintenance of a Bike sharing System within the boundaries of The Cities subject to the terms and conditions set forth in this Agreement. In connection with the Bike sharing System, BTS shall have the exclusive right to be designated and referred to as the "Official Bike sharing Partner of The Cities".

Section 2 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

"Alternative Site Locations" shall mean Bike sharing Stations placed on private property, in a non-party's right of way, or on property that is controlled or managed by an entity other than The Cities.

"Average Program Usage" (APU) shall mean the average number of bicycle trips per day per Kiosk during a given calendar month.

"Average Theft-Vandalism Rate" (ATVR) shall mean the average number of acts of theft or vandalism per Station during a given calendar month.

"Bike sharing Station" or "Station" shall mean the following items located within a Station Area: docking structure, Kiosk, map display and system bicycles.

“Bike sharing System” or “System” shall mean an automated system in which bicycles are made available for shared use via membership subscriptions or short term rentals to individuals who do not own them. As used herein, Bike sharing System shall specifically mean the Bike sharing System that is the subject of this Agreement.

“Service Area” shall mean the combined area described in the RFP and proposal within Hoboken, Jersey City and Weehawken.

“Contract Year” shall mean a 365 day period commencing on the month and day of the first Operational Rollout or anniversary thereof.

“Effective Date” shall mean the date this Agreement has been signed by both parties and approved by The Cities' attorneys.

“High-Risk Station Area” shall mean any Station Area that experiences a rate of theft and/or vandalism that is higher by 50% or more than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by BTS and agreed to by The Cities

“Implementation Plan” shall mean the plan prepared by BTS and approved by The Cities for installation of the Station Areas and Operational Rollout, as described in Section 6.

“Kiosk” shall mean the physical structure and housing for the automated payment terminal at which users can access the Bike sharing System with a membership card, pay for a rental with a credit or debit card, and receive information about the Bike sharing System and its sponsors.

“Kiosk Displacement” or “Station Displacement” shall mean the removal of a Kiosk or Station from an existing and approved Station Area for reasons beyond the control of BTS.

“Marketing Plan” shall mean BTS’s plan for marketing the Bike sharing System, referenced in Section 6.6.

“Membership Reciprocity” shall mean the permission granted to membership subscribers of the Bike sharing System (not walk-up renters) by BTS to access other bike sharing programs operated by BTS and/or its affiliates in other municipalities without additional charge.

“Membership Subscription” shall mean a one-time or recurring membership that provides a user access to the Bike sharing System for an unlimited number of times per day, for a limited period of time for each use, during the term of the membership.

“Operational Ceiling” shall mean the maximum number of bicycles permitted to be operating and available to the public at any time under the terms of this Agreement.

“Operational Rollout” shall mean the day on which the at least 51 percent of the Bike sharing Stations for a particular phase of the implementation are made generally available to the public. BTS or its contracted operations team shall provide The Cities thirty (30) days prior written notice of the date for an Operational Rollout.

“Phase I” shall mean BTS shall install at least 800 bicycles and 50 Bike sharing Stations.

“Site List” shall mean the list of Station Area locations that is included as part of the Implementation Plan and approved by The Cities.

“Site Plan” shall mean the general plan for the placement of equipment at a Bike sharing Station, as shown in Exhibit 4.2.4.

“Sponsorship” shall mean an agreement for provide financial support for the Bike sharing System that may include the right to sponsor identification through display of the sponsor’s logo, name, and/or slogan at one or more Bike sharing Stations as shown in Exhibit 6.7 or otherwise in conjunction with the Program.

“Station Area” shall mean any of the sites designated for location of a Bike sharing Station.

“Station Service Zone” shall mean the geographical scope of the Bike sharing System, and shall include all Station Areas within The Cities' boundaries.

“Underutilized Station Area” shall mean any Station Area that falls below 50% or less of the Average Program Usage, or based on other measures reasonably demonstrated by BTS and agreed to by The Cities.

Section 3 Term

3.1 Term. This Agreement shall commence on the Effective Date and shall end five (5) years from the date of Operational Rollout for the first phase of implementation (Phase I Operational Rollout).

3.2 Date and Notice of Phase I Operational Rollout. Phase I Operational Rollout shall take place within three (3) months from the Effective Date of this agreement or the date upon which a total sponsorship commitment of at least \$1.0 million (which is 50% of the projected annual sponsorship revenue of \$2.0 million) has been secured from one or more parties. BTS shall provide the Cities with written notice of any change of the start date of the Phase I Operational Rollout at least thirty (30) days prior to the proposed start date change.

3.3 Extension of Time for Phase I Operational Rollout. Should BTS experience delays beyond its control while attempting to obtain materials, permits or other needed governmental approvals, The Cities shall extend the time for the Phase I Operational Rollout upon BTS’s written request including the reason for the request, the anticipated period of time requested, and documentation of the delays. Any such extensions shall not exceed six (6) months in total.

Section 4 Bike sharing System Requirements

It is the intent of The Cities and BTS in entering into this Agreement to develop and promote a Bike sharing System in accordance with acceptable industry standards.

- 4.1 Bike sharing System. BTS shall be responsible for the design and implementation of the Bike sharing System for the provision of bike sharing services and rentals at automated self-service Kiosks offering both short-term rentals and membership subscriptions, and using the rates, hours, and equipment, as provided in this Agreement.
- 4.2 Bike sharing Equipment. BTS shall, at its sole cost and expense, provide all of the equipment reasonably necessary for the operation of the Bike sharing System, including docking structures, Kiosks, map displays and System bicycles.
- 4.2.1 Kiosks and Docking Structures. BTS shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) Bicycle Stations with Kiosks and docking structures within designated Station Areas, generally as depicted in Exhibit 4.2.4. BTS shall be responsible for preparation of any and all plans and specifications for same.
- 4.2.2 Bicycles. BTS shall provide bicycles of the type and meeting the specifications as set forth in Exhibit 4.2.2, attached hereto, in the number set forth in the Implementation Plan. The bicycles shall at all times be equipped with the working components necessary to work with the docking stations and be a functional part of the Bike sharing System.
- 4.2.3 Placement of Equipment. BTS shall locate the Kiosks, docking stations, and bicycles within each individual Station Area substantially in accordance with the Site Plan to be developed by BTS and approved by The Cities for that Station Area. (See Exhibit 4.2.4 attached hereto for a typical configuration.) The Parties agree and acknowledge that the docking structures are modular and can be expanded as needed on a site by site basis, and such expansion shall not constitute a material deviation from the Site Plans unless the docking station is expanded greater than 32 docks. Docking stations, in general, will range from a capacity of 16 to 32 docks each. BTS shall not materially deviate from the approved Site Plan and Site List without the prior written consent of The Cities.
- 4.2.4 BTS may change the design of the equipment provided that such changes do not appreciably diminish the quality or performance of the equipment or of the Bike sharing System. Any other changes shall require the written consent of The Cities.
- 4.3 Equipment Upgrades. BTS may desire to add new technologies or equipment that are not contemplated in this Agreement, including, but not limited to, digital wayfinding/advertising kiosks and wifi hotspots. In the event BTS determines a different type of equipment or technology should be used in the System, BTS shall make a request in writing to The Cities outlining the proposed new equipment or technologies and the advantages for as well as any potential disadvantages to their implementation. The Cities shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, The Cities shall provide a detailed explanation stating why such changes or addition of new equipment or technology may not be implemented. Approved equipment or technology shall be implemented by BTS at its sole cost.

- 4.4 Station Area Signage. Each Station Area shall include a two-sided advertising/sponsorship panel with the specifications and generally placed as shown in Exhibit 4.4. The advertising panel and advertising space on the Kiosk shall be used primarily for advertising purposes as BTS may deem appropriate or advisable within all applicable and valid regulations. The advertising space may also be used to promote the Bike sharing System or traffic or bicycle safety. These Advertising/sponsorship panels may be lit at night to increase the visibility of the Station.
- 4.5 All system data shall be collected by BTS and shared with The Cities in real time
- 4.6 BTS Shall launch a bike share website which includes sign up, station information, sponsorship opportunities, a customer service portal, and other features
- 4.7 BTS shall develop and deploy a mobile app which allows users to sign up, upgrade their services, locate stations, make payments and other features. At a minimum, the mobile app must be compatible with the latest versions of iOS and Android operating systems.
- 4.8 System Survey - BTS shall issue an annual survey to system members to collect feedback including, but not limited to pricing and rates, levels of service, customer service, demographic information, vehicle ownership, primary mode of transportation used to commute, etc.

Section 5 Selection of Station Area Sites and Community Outreach

Subject to the Cities' approval as provided herein, BTS shall determine the number, location, and size of the Bike sharing Stations using the information gained from the analysis set forth below.

- 5.1 Station Area Analysis. BTS, in partnership with The Cities shall conduct, or cause to be conducted, the following analysis to identify locations for Bike sharing Stations:
 - Establish a general service grid that interfaces with existing bicycle infrastructure and master plans (which will be provided to BTS) and takes into consideration proximity to other forms of public transportation including bus, trolley, and train stops, as well as parking garages and commuter parking lots
 - Target areas with high density residential and commercial uses including areas with dense retail and food and beverage establishments
 - Identify sites where bike sharing may provide a practical transportation alternative including shopping centers, grocery and drug stores, banks, retail, entertainment, major hotels, major multi-family residential developments, and public attractions such as parks, beaches and museums
 - Assess the visibility and accessibility of the location
 - Bike sharing stations will not be permitted in single family residentially zoned areas unless expressly requested by the Cities, the District or neighborhood representation.
 - Post an interactive map online in which residents of the Service Area are able to vote for locations, and take residents' input into account

- 5.2 Outreach. In the first sixty (60) days following the Effective Date, The Cities may reasonably request that BTS participate in public presentations, workshops, or community meetings, as needed for review and input from relevant stakeholder and community groups. BTS shall summarize the public input BTS receives and provide it to The Cities with the proposed Implementation Plan.
- 5.3 Map and Site Visits. Within sixty (60) days following the Effective Date, BTS shall conduct site visits and shall photograph and plot all identified potential Station Area locations, and work with The Cities to identify and resolve any conflicts or issues for each potential site.
- 5.4 Site List. BTS shall provide The Cities with a list of proposed Station Areas for its review and approval. BTS shall include the map and list of Station Area locations as part of the Implementation Plan. The parties agree and understand that The Cities make no representation as to the ownership of the property of the proposed Station Areas. The Cities each agree to make all reasonable efforts to obtain their City's approval of the map and list of the Station Area locations submitted by BTS.
- 5.5 Bike sharing Website. Upon the Phase I Operational Rollout BTS shall launch and maintain a website to allow purchase of memberships, provide information about implementation, collect comments from the public, and serve as an ongoing resource for information about rates, memberships, locations, and as a marketing tool. BTS agrees that it is solely responsible for keeping members' information private and secure
- 5.5.1 Open Data. Bike Share System data shall be made anonymous, open and accessible to the public on the website for exporting. Trip data shall include at a minimum trip duration (seconds), start time and date, end time and date, start station, end station, station latitude/longitude, bike ID number, user type (annual, monthly, daily, etc), gender and year of birth or age..
- 5.5.2 Dashboard. The website shall also present a dashboard displaying visualizations of the data from the Bike Share System. The following data shall be available through the dashboard:

Utilization

- Total # of trips system-wide by day and cumulative (since Operational Rollout Date)
- Total miles traveled systemwide by day and cumulative (since Operational Rollout Date)
 - short term passes
- Total distance traveled system-wide by day and cumulative (since Operational Rollout Date)

Membership

- Total # of members
 - annual
 - short term passes

- Total # of new members

5.6 Use of Alternative Site Locations. In order to make the program available to as many residents, visitors and areas as possible and to effectuate regional mobility and connectivity, BTS may, as needed and in its sole discretion, choose locations for Station Areas on private property, in a non-party's right of way, or on a property that is controlled or managed by an entity other than The Cities. BTS shall be responsible to ensure that any installations comply with all applicable laws, regulations, and approval processes. The Cities will make all reasonable and legally justifiable efforts to assist BTS to secure variances and any other government approvals as needed.

Section 6 Implementation

BTS shall implement the Bike sharing Program, including installation, operation, management, maintenance, and marketing, during the Term consistent with the approved Implementation Plan and the terms and conditions of this Agreement. The size and scope of the Bike sharing System, the Operational Ceiling, and location of the Bike sharing Stations, may be modified as needed upon mutual written agreement of BTS and The Cities.

6.1 Implementation Plan. BTS shall develop, prepare and submit a plan to The Cities for implementation of the Bike sharing System (Implementation Plan) consistent with the parameters for the program set forth in the RFP and BTS's proposal, subject to additional requirements described in this section. The Implementation Plan shall identify the phases for the implementation of the Bike sharing System in different areas of the City, the geographical area and boundaries for each phase, and shall include the Site List, map, Implementation Schedule, and Marketing Plan.

BTS shall submit the Implementation Plan, including Site List, map, Implementation Schedule, and Marketing Plan, to The Cities within ninety (90) days of the Effective Date of this Agreement. Within ten (10) business days of receipt of the Implementation Plan, The Cities shall review and approve, or shall provide its comments to BTS. If The Cities provide comments, BTS and The Cities shall meet within one week to discuss the comments and agree upon any necessary changes. Once resolved, the plan shall be deemed approved by The Cities, and BTS shall move forward to implement the Program based upon the approved plan, along with any subsequent changes agreed to by the Parties. In no event may approval be unreasonably withheld or delayed.

6.2 Implementation Schedule. BTS shall prepare a detailed Implementation Schedule for installation of Bicycle Stations leading up to Operational Rollout for each Phase I in accordance with Section 3.2 in this Agreement.

The Parties shall make all efforts to adhere to the Implementation Schedule. BTS may, upon written request to The Cities, seek extension of specific dates in the Implementation Schedule. BTS shall state the reason for the request and the anticipated period of time requested. The Cities shall not unreasonably withhold their approval.

- 6.2.1 **Operational Rollout.** BTS and The Cities shall agree upon a detailed schedule for installation of the Bicycle Stations, as further detailed and reflected in Exhibit 6.2. These dates shall be included in the Implementation Schedule.
- 6.2.2 The exact number and locations of the bikes and stations shall be determined through the station siting procedure detailed in section 5.1. Each station location must be mutually agreed upon by The Cities and BTS
- 6.3 **Equipment Design.** BTS shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering services, as it deems necessary for design and installation of the Kiosks and docking structures.
- 6.4 **Use of Right-of-Way and Encroachment Removal.** The Cities shall make all reasonable efforts to obtain City permission for BTS to encroach into the public right-of-way by installing and maintaining the Bike sharing Stations at the specific Station Areas agreed to by The Cities and BTS as provided for in this Agreement, for the benefit of the public and as part of the Bike sharing System. In consideration of this grant of permission, BTS covenants and agrees with The Cities as follows:
- 6.4.1 BTS shall install and maintain the Bike sharing Stations in a safe and sanitary condition at its sole cost, expense, risk and responsibility.
- 6.4.2 BTS shall remove, relocate or restore the Bike sharing Station as directed by the Cities within thirty (30) calendar days of written notice from The Cities , or in the case of an emergency as determined by The Cities may request that the work be done immediately or within less than thirty (30) calendar days. If BTS fails to remove, relocate or restore or otherwise comply with the direction of The Cities regarding the encroachment, The Cities may cause the work to be done and charge BTS for such actual costs. The Cities' request to remove, relocate, or restore the encroachment shall not be arbitrary or without reason.
- 6.4.3 BTS shall maintain insurance to protect The Cities and each city individually from any potential claims which may arise from the location and maintenance of Bike sharing Stations in the rights-of-way, as required by Section 13 of this Agreement.
- 6.5 **Installation of Bike sharing Facilities.** BTS shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to The Cities, the Bike sharing Stations and all related equipment.
- BTS shall not erect, install, operate, or maintain additional Kiosks or docking structures, nor identify additional or alternate locations for same, without the Cities' prior written approval. The Cities shall make all reasonable efforts to obtain City approval for additional Kiosks or docking structures.
- 6.6 **Marketing Plan.** BTS shall implement a plan to market the Bike sharing System to residents and visitors for membership, use, and growth of the Bike sharing System (Marketing Plan). The Marketing Plan may include combined efforts with The Cities to promote the program.

- 6.7 Sponsorships and Advertising. BTS shall be responsible for securing sponsors and for the sale of all advertising to be displayed on System bicycles, Kiosks, and the advertising panels referenced in Section 4.4. Sponsorship messages and advertising shall be displayed as set forth in Exhibits 4.4 and 6.7. All advertising shall comply with the criteria set forth in Exhibit 6.7.
- 6.8 The Cities shall cooperate and facilitate BTS' efforts to secure and procure (a) all government permits, authorizations, filings, and any other governmental consent; (b) rights-of-way and land (owned or leased); (c) safety and surveillance services; (d) utilities, trash collection and other public services, (e) traffic, construction and development services coordination, in each case necessary for the creation, implementation and operation of the Bike sharing System.

Section 7 Operation of the Bike sharing System

BTS shall be responsible for all operations of the Bike sharing System, including operation and maintenance of all bicycles, docking structures, Kiosks, Bike sharing Stations and updates and maintenance to the website and mobile app.

- 7.1 Maintenance of Bicycles. BTS shall maintain its bicycles in good working order and repair.
- 7.2 Bicycle Rebalancing. Bicycles shall be redistributed throughout the system as necessary to meet demand. BTS shall make reasonable efforts to redistribute bicycles during morning and evening commuting hours. No Station, during peak hours (peak hours defined as between 8:00 AM and 8:00 PM), Monday through Friday) shall be completely full or completely empty for more than 180 minutes.
- 7.3 Maintenance of Bike sharing Stations. BTS shall maintain the Bike sharing Stations, including the Kiosks, bicycles, and docking structures free of graffiti and in good, clean working order and repair, including the removal of trash, snow, ice, any other debris or spills from the Station Area. BTS may perform light maintenance and small repair jobs at the Stations to minimize downtime. Moderate or heavy maintenance may require removal of the equipment for service at BTS's repair center.
- 7.4 Repair Response Time. In the event that a Kiosk or docking structure is damaged for any reason, BTS shall promptly commence repairs or replace the damaged equipment to minimize any impact on System operations. At a minimum, repairs or replacement shall be commenced no later than ten (10) days from the date BTS first becomes aware (or should be aware) of the damage.

In the event that a bicycle is damaged for any reason, BTS shall commence promptly, but not later than ten (10) days from the date BTS first becomes aware (or should be aware of the damage, repairs, replace the bicycle, or rebalance the bicycles within the System to minimize impact on System operations.

- 7.5 Temporary Use of Metered or Otherwise Restricted Parking for Maintenance. BTS may park its maintenance vehicle in any legal public on-street metered or unmetered parking

space that is adjacent to or near the Bike sharing Station while maintenance is being performed. Such maintenance vehicle must be clearly marked with the identifiers of the Bike sharing System. BTS may not park in spaces that are restricted for handicapped parking or during hours restricted for street sweeping.

- 7.6 Temporary Station Displacement or Relocation. The Cities may request the temporary removal of all or part of a Station Area, for street repair, access to utilities, construction, special events, or other reasons. The Cities and BTS shall make reasonable efforts to relocate the Station to an alternative temporary location that will serve users in the same or reasonably similar capacity.
- 7.7 Special Events. BTS may request the temporary placement of a Bike sharing Station for the purpose of participating in or accommodating a special event. The Cities shall not be responsible for costs associated with such requests, including installation or removal of such stations, BTS shall work directly with the organizer of the special event for permission to temporarily place a Bike sharing Station within a special event venue.
- 7.7.1 Temporary Increase in Operational Ceiling. BTS may request and The Cities may authorize an increase in the Operational Ceiling on a temporary basis for special events or conventions, specifying the dates and number of additional bicycles permitted. Any such authorization shall be made by BTS in writing in advance of the event.
- 7.8 Rental and Membership Rates. Rates for Bike sharing System rentals and membership subscriptions shall be the same as set forth in BTS' Proposal. Any changes in rental or subscription rates exceeding agreed upon ranges or annual increases shall be approved in writing by The Cities prior to such changes being implemented where such approval shall not be unreasonably withheld.
- 7.9 Membership Subscription Reciprocity. BTS and/or its affiliates, at its sole option, may permit holders of certain classes of Membership Subscriptions (not casual walk-up renters) from other bike sharing systems it owns or manages to access bikes in its Service Area, and conversely, BTS may permit holders of Membership Subscriptions from its Service Area to access other bike sharing programs it owns, manages or is affiliated with.
- 7.10 All website and mobile application maintenance and updating shall be performed by BTS. All website repairs shall take place within three (3) days of notice of breach.

Section 8 Relocation of Station Areas

Station areas may be added, removed, or relocated based on usage, theft and vandalism, access for street repairs or utility work, special events, emergencies, or for other reasons.

- 8.1 Relocation of Station Area. In the event that a designated Station Area is found to be unsuitable, whether before or after installation of the Bike sharing Station, BTS, and The Cities shall use reasonable efforts to expeditiously identify a suitable substitute replacement location. The parties shall endeavor to identify and agree upon the new location within thirty (30) days, and shall amend the Site List to reflect the new location.

- 8.2 Addition of Station Area. In the event that BTS recommends the addition of a new Station Area not included in the approved Implementation Plan, BTS and The Cities shall use reasonable efforts to expeditiously identify a suitable substitute location in the area recommended by BTS. The parties shall endeavor to identify and agree upon the new location within thirty (30) days, and shall amend the Site List to reflect the new location.
- 8.3 Removal or Relocation of Underutilized Station Area. If BTS determines, based upon an evaluation of Station usage by BTS over a three-month period, that a Station Area is underutilized, BTS shall make a recommendation to The Cities to keep, remove, or relocate the Underutilized Station Area. BTS's recommendation shall be supported by usage data and other relevant information. The Cities shall review the recommendation and, if the usage data demonstrates that daily rentals or member uses originating from or returning to that Station Area is below 50% of the Average Program Usage for three consecutive months, The Cities shall approve a recommendation for removal of the Station Area. Relocation of the Station Area to a new site shall require The Cities' approval per Section 8.2. All underutilized stations must be relocated to the same zone from which they were removed
- 8.4 Removal or Relocation of High-Risk Station Area. If BTS determines, based upon an evaluation of the incidences of theft and vandalism per month over a three-month period that a Station Area is at high risk for theft or vandalism, BTS shall make a recommendation to The Cities to keep, remove, or relocate the High-Risk Station Area. BTS's recommendation shall be supported by number incidence of theft or vandalism, usage data, and other relevant information. The Cities shall review the recommendation and, if the crime data demonstrates that incidences of theft and vandalism per month have exceeded the ATVR by 50% or more for three consecutive months or more, The Cities shall approve a recommendation for removal of the Station Area. Relocation of the Station Area to a new site shall require The Cities' approval per Section 8.2. All High-Risk Stations must be relocated to the same zone from which they were removed. All theft or vandalism must be demonstrated by a valid police report in order to be considered under this section.

Section 9. Permissions Granted Under this Agreement

The Cities agrees to provide BTS the following permissions as set forth below and in Exhibit 9, and is attached to this Agreement and incorporated herein, for the Term of this Agreement:

- 9.1 Official Partner. BTS shall have the exclusive right to be designated and referred to as the "Official Bike sharing Provider of The Cities", and to use said designation in promotional and marketing efforts including press releases, stories, features and other publicity initiated by any party.
- 9.2 Promotional Materials. The Cities will work with BTS to develop press releases, stories, features and other publicity about the partnership for distribution to media outlets upon NY the execution of this Agreement. BTS and The Cities agree to develop a joint logo and templates for advertisements, promotional materials, promotional campaigns, product

placement and appearance and any and all other materials that represent BTS's efforts to publicize and/or promote the rights and benefits granted to it under this Agreement.

- 9.3 Web Site Presence. Information about the Bike sharing System, including a link to BTS's program web site (referenced in Section 5.3), will be provided on The Cities' internet and intranet web sites throughout the duration of the Agreement.
- 9.4 Cooperative Support. The Cities shall work with and support BTS's efforts to market and increase ridership of the Bike sharing System as set forth in Exhibit 10. BTS shall be responsible to ensure that all events comply with any applicable City rules or regulations pertaining to use of the venue or as a special event.

Section 10. Intellectual Property

- 10.1 Licensing. The Cities and BTS shall each retain ownership of, and all right, title and interest in and to, their respective intellectual property and no license therein, whether expressed or implied, is granted by this Agreement. To the extent the parties wish to grant to the other rights or interests in intellectual property, separate licensing or use agreements on mutually acceptable terms shall be executed.
- 10.2 Use of The Cities' Name and Logo. BTS shall use The Cities' name, seal, logo, and trademarks (collectively, "Identifiers") only as set forth in this Agreement, for the purpose of carrying out the terms of this Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of The Cities. BTS shall not make use of The Cities' name, seal, logo, trademarks, or any other identifiers in any manner that would bring The Cities, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. BTS shall not use Identifiers to incur any obligation or indebtedness on behalf of The Cities. The obligations of BTS under this paragraph will survive expiration or termination of this Agreement. The Cities shall make all reasonable efforts to obtain City approval for BTS to use the City's name, seal, logo and trademarks.
- 10.3 Use of BTS Name and Logo. The Cities shall use BTS's name, seal, logo, and trademarks (collectively, "BTS Identifiers") only as set forth in this Agreement, for the purpose of carrying out this Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of BTS. The Cities shall not make use of BTS's name, seal, logo, trademarks, or any other identifiers in any manner that would bring BTS, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. The Cities shall not use BTS Identifiers to incur any obligation or indebtedness on behalf of BTS, or to hold itself out as being or representing BTS. The obligations of The Cities under this paragraph will survive expiration or termination of this Agreement.

Section 11. Compliance with The Cities' Contracting Laws

- 11.1 Americans with Disabilities Act. BTS agrees to comply with Americans with Disabilities Act, which establishes that all The Cities contractors, including but not limited to

construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act.

11.2 Drug Free Workplace. BTS agrees to comply with The Cities requirements that all The Cities' construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by The Cities.

11.3 Equal Employment and Subcontracting Opportunities. The Cities and BTS agree that this Agreement is a partnership with mutual benefits and obligations running to each Party, and not a contract for the provision of labor, materials, goods, supplies, services, or consultant services to The Cities, or for a grant from The Cities, or for the construction of public works, and for the purpose of this Agreement, BTS agrees as follows:

- a. BTS shall not discriminate against any employee or applicant for employment on any basis prohibited by law. BTS shall provide equal opportunity in all employment practices.
- b. BTS shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. BTS shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. BTS understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between BTS and any subcontractors, vendors, and suppliers shall contain this language.

Section 12. Insurance

12.1 Insurance. BTS shall maintain insurance at its own expense consistent with Section 11.8 of the RFP.

Section 13. Indemnification

13.1 Indemnification. [Refer to Section 11.7 of RFP]

Section 14. Default; Remedies

14.1 Event of Default. The following shall constitute an Event of Default under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

- (1) BTS fails to cause to be carried and maintained the insurance required by this Agreement and fails to immediately remedy such failure within two (2) business days of receipt of written notice thereof from The Cities;
- (2) Either party fails to comply with any material term, condition, or obligation of this Agreement and such failure continues un-remedied for a period of thirty (30) days after the receipt of written notice thereof from the non-defaulting party unless the defaulting party has taken reasonable steps during such thirty (30) day period to cure such default and such steps taken to cure will result in a full and complete cure within a reasonable time if diligently prosecuted; or
- (3) Either party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;

14.2 Declaration of Default. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default if the Event of Default is a filing under Section 15.1(3) hereof, may immediately terminate this Agreement without any liability whatsoever;

Section 15. Termination for Reasons Other than Default

15.1 Termination for Improper Consideration. The Cities may, by written notice to BTS, immediately terminate the right of BTS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by BTS, either directly or through an intermediary, to any officer of The Cities, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to BTS's performance pursuant to the Agreement. In the event of such termination, The Cities shall be entitled to pursue the same remedies against BTS as it could pursue in the event of default by BTS.

BTS shall immediately report any attempt by any officer or employee of The Cities to solicit such improper consideration. The report shall be made to the Corporation Counsel of each City, in writing. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

Any attempt to terminate this agreement shall be consistent with the RFP, and where the RFP is silent, with this section.

Section 16. Miscellaneous

16.1 Notices. In all cases where written notice is required under the Agreement, such notice shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Notice shall be sent by registered or certified mail, by a nationally recognized courier service, or by personal service, and shall be effective upon receipt. The addresses for notice and agents for service of process are:

THE CITIES:

Hoboken: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

Jersey City: City of Jersey City
Department of Law
280 Grove Street
Jersey City, NJ 07302

Weehawken: Township of Weehawken
Attn: Law Director
400 Park Avenue
Weehawken, NJ 07086

BTS: BTS c/o P3 Global Management, Inc.
Attn: Jim Campbell, CEO
950 Third Avenue, Suite 401
New York, NY 10022
Phone: 212-731-9030

16.2 Non-Assignment. No Party may assign its rights or delegate its duties under the Agreement to any other party without the prior written consent of all other parties, which consent shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, the Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto. However, any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of the Agreement. In no event shall any putative assignment create a contractual relationship with the putative assignee.

16.3 Independent Contractors. BTS and any subcontractors of BTS are and shall be deemed to be independent contractors and not agents of The Cities. Any provisions of the Agreement that may appear to give The Cities any right to direct BTS concerning the details of operating the Bike sharing System, or to exercise any control over such performance, shall mean only that BTS shall follow the direction of The Cities at the executive level.

16.4 Compliance with Controlling Law. BTS shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to the

Agreement, including all applicable laws, regulations, and requirements relating to the marketing and sale of insurance. In addition, BTS shall comply immediately with all directives issued by The Cities or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of New Jersey shall govern and control the terms and conditions of this Agreement.

- 16.5 Amendment. The Parties may amend this Agreement from time to time to address changes deemed necessary by the Parties to address operational needs. All amendments to this Agreement shall be in writing and signed by all Parties in order to be enforceable against any party.
- 16.6 Jurisdiction and Venue. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of New Jersey. The venue for any suit or proceeding concerning this Agreement shall be in the County of Hudson, State of New Jersey.
- 16.7 Integration. This Agreement and the exhibits and references incorporated into the Agreement fully express all understandings of the Parties concerning the matters covered in the Agreement. No change, alteration, or modification of the terms or conditions of the Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties and an amendment to the Agreement agreed to by both Parties. All prior negotiations and agreements concerning the subject matter hereof are merged into the Agreement.

The RFP and BTS Proposal, incorporated by reference, shall be fully integrated into this agreement and if any conflict in terms is found to exist between the documents, the following order of precedence shall govern:

1. RFP
2. Proposal
3. Agreement

The “Operational Rollout” date shall be the only term not subject to this precedence.

- 16.8 Counterparts. The Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 16.9 No Waiver. No failure of either The Cities or BTS to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter the Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach. Neither Party shall unreasonably withhold or delay its

consent or approval when such consent or approval is required for the performance of this Agreement.

16.10 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of the Agreement, and the decision of whether or not to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. The Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

16.11 Public Records Requests.

In accordance with NJSA 47:1A-1 et. seq., BTS must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, BTS must provide the public with access to such records in accordance with access and cost requirements of Chapter 47. Further, BTS shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the BTS shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to The Cities, at no cost to The Cities, all such records in the possession of BTS and destroy any duplicates thereof. Records that are stored electronically must be transferred to The Cities in a format that is compatible with the Cities' information technology systems.

16.12 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby represents and warrants that (a) authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and to perform its obligations hereunder; (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (c) agrees to hold the other Party harmless if it is later determined that such authority or such legal, valid and binding obligation does not exist.

16.13 Financial Obligations of Parties. The Cities shall be entitled to a 10% Profit Share as compensation for this Project. There shall be a daily calculation of the number of bikes in each city compared to the total number of bikes provided under this Agreement, which shall be defined as each municipality's "bike percentage". The calculation shall be based on the percentage of trips originating from each City each day (e.g. If there are 2,000 bicycle rides in a particular day and 800 of the rides originated from stations located in Jersey City, then the bike percentage for Jersey City shall be 40% for that day). The 10% profit share from BTS's profits (which shall be calculated as 10% profit share payable after all necessary and approved capital expenditures have been recouped) shall be divided amongst the three cities based on each municipality's bike percentage for the applicable period. There shall be no expense requirements under this contract on the part of any of the municipalities. BTS shall provide a certified statement of their capital expenditures as of the date of execution of the Agreement, and shall provide updates of capital expenditures thereafter by certified statement with invoices attached within ten business days of payment; failure to do so shall result in BTS being unable to utilize said

expenditures are offsetting capital expenditures for this project. As part of this profit sharing plan, BTS must maintain separate accounting for this project from any and all other receivables and/or expenditures of the business entity, and shall provide The Cities with quarterly financial reports, as well as one certified auditor report per annum. Additionally, The Cities may jointly or individual request an audit of the books and accounting of BTS relative to this project at any time, and same shall be provided by BTS within 10 business days of any written request.

[Signature Pages to Follow]

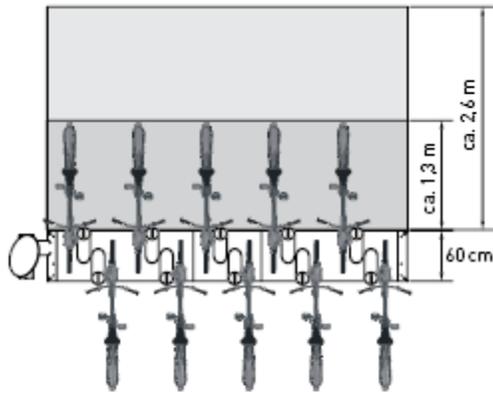
Exhibit 4.2.2
Bicycle Type and Specification

(This Exhibit to be updated before execution by The Cities.)



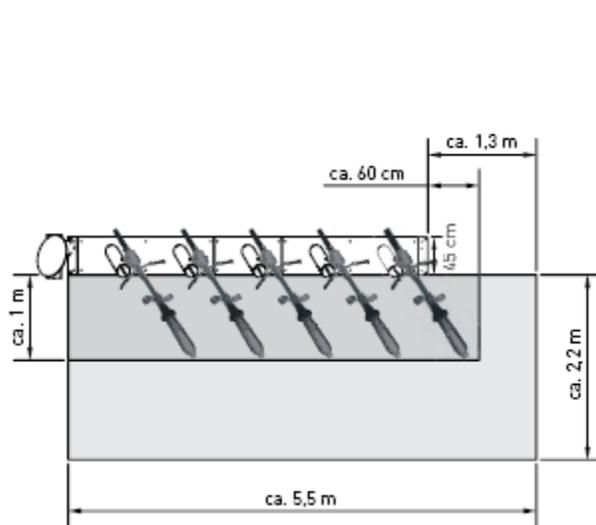
Exhibit 4.2.4 Site Plan

double-row

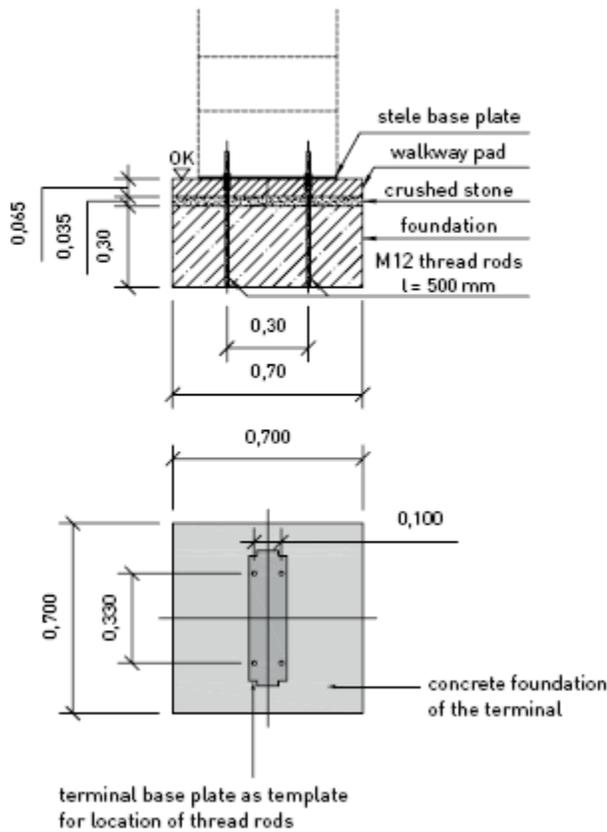


- Area for bike removal
- Area for bike parking

single-row



Foundation of a terminal



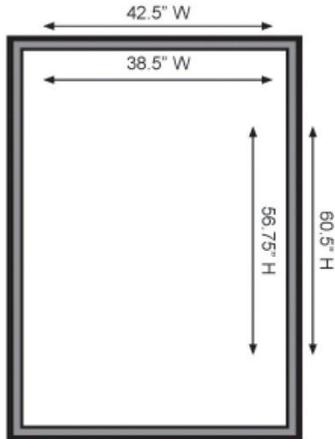
* Necessary only for unsurfaced areas, otherwise fixation by dowels and thread rods

	Number of racks single-row	double-row	Length with endpiece (cm)
	2	4	187,4
	3	6	267,4
	4	8	347,4
	5	10	427,4
	10	20	827,4
	15	30	1227,4
	20	40	1627,4

- > Other arrangements of a terminal are possible on request.
- > Alignment of racks in 60, 90 and 120 degree angle to base plate possible.

Exhibit 4.4 Station Area Signage

Station Area Advertising Panels to contain general advertising content including images or descriptions of products and services consistent with the terms of the Agreement, or for messages promoting the Bike sharing System or traffic or bicycle safety, generally as shown below:



PRIMARY ADVERTISING PANEL SPECIFICATIONS:

- Number of Faces per unit: 2
- Overall Poster Size: 60.5" H x 42.5" W
- Printable Area: 58.75" H x 40.5" W
- Viewable Area: 56.75" H x 38.5" W
- Solar-powered Lighting System Capability

POSTER SIZE

Specs may vary slightly between panel housing manufacturers.

Exhibit 6.2

Implementation Schedule

(To be attached after preparation by BTS and approval by The Cities, as set forth in Section 6.2 of the Agreement.)

Exhibit 6.7

Bicycle Logo Sponsorship

Sponsorship logos can include bicycle surfaces, including the handlebar placard, fenders, bike frame and/or basket consistent with the diagram below. (Simply Saxony logo used for educational/illustrational purposes only). Logo sponsorships can include corporate/organizational logo, name and/or slogan and general advertising graphics such as actual product images. Final bike color and design is subject to the requirements negotiated with the Sponsor(s).



Exhibit 6.7 (cont'd)

Kiosk Logo Sponsorship

Sponsorship logo name and/or slogan shall be permitted upon: (A) the rear panel of the kiosk opposite the keypad/screen display, and (B) side panels, consistent with the diagram below. (Red Cross logo used for educational/illustrational purposes only). Logo sponsorships can include corporate/organizational logo, name and/or slogan and general advertising graphics such as actual product images:

(BTS to provide illustration of Kiosk Sponsorship)

Sample A

Sample B

BTS shall be permitted to utilize all surfaces of the Kiosk for sponsor branding. A city map shall be displayed on the Kiosk or on the stand-alone advertising panel.

Exhibit 6.7 (cont'd)

On-Bicycle General Advertising Format

General advertising on program bicycles shall be limited to bicycle surfaces including handlebar placard, basket and fender consistent with the diagram below. (Tag Heuer logo used for educational/illustrational purposes only). General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

(BTS to provide illustration of On-Cycle Advertising Format)

Exhibit 6.7 (cont'd)

Kiosk General Advertising Format

General advertising and Public Service Announcements on program Kiosks shall be permitted upon: (A) the rear panel of the Kiosk opposite the keypad/screen and (B) both side panels. General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

(BTS to provide illustration of Kiosk Advertising)

BTS may use all surfaces of the Kiosk for General Advertising. A city map shall be displayed on the Kiosk or on the stand-alone advertising panel.

EXHIBIT 6.7 (cont'd)

BIKESHARING STATION ADVERTISING

Bike sharing Advertising Policy:

1. In its agreement with its advertising contractors, BTS shall reserve the right to reject any advertisement, commercial or noncommercial, which does not meet the standards set forth in this policy.
2. All advertising posted at Bike sharing Stations must conform to the following criteria:
 - A. Defamatory Advertising. No advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
 - B. Advertising Condoning Criminal Conduct. No advertising will be permitted that is likely to incite or produce imminent unlawful activity.
 - C. Obscene Advertising. No advertising will be permitted that contains obscene matter or matter harmful to minors.
 - D. False Advertising. No advertising will be permitted that contains false or grossly misleading information.
 - E. Tobacco, alcohol, and Firearms. No advertising will be permitted that promotes the sale of tobacco or tobacco products, alcohol, or firearms.
 - F. Existing Laws. All advertisements must conform to applicable federal, state, and local laws.
3. The Cities may make demand upon BTS for the removal of any advertisement, commercial or noncommercial, that does not conform to this policy. Such demand shall be in writing and shall state reasonable grounds for the demand. BTS shall consider and act upon the demand in accordance with this policy.

Exhibit 7.9

Rates and Fee Structure

The projected rates and fee structure for the Bike sharing System shall be with the same as the rates and structure set forth in the Proposal.

Exhibit 9

Permissions granted to BTS

The Cities shall make all reasonable efforts to cause the City of Service Area to provide BTS with cooperative support for the promotion and marketing of the Bike sharing System, including but not limited to, the following promotional and marketing opportunities:

- Bike sharing System Kick-Off Event
- Bike sharing System Anniversary Celebration(s)
- Use of mobile Bike sharing Station at special events
- Explore the possibility of establishing a regular location for the mobile Bike sharing Station for demonstrations
- Provide time on City-TV for promotional clips and public service announcements on bicycle safety, where applicable
- Distribute program and safety handouts provided by BTS at relevant festivals and programs conducted or participated in by the City
- Quarterly promotional emails to City employees
- Bicycle safety and bicycle awareness classes organized in conjunction with the City's Transportation Division and/or other stakeholders, where applicable
- Site List approval of the proposed Station Areas. BTS shall include the map and list of Station Area locations as part of the Implementation Plan.

IN WITNESS WHEREOF, the Agreement is executed by The Cities of Jersey City, Hoboken, and the Township of Weehawken, acting by and through the Business Administrator of Jersey City, the Mayor of Hoboken, and the Business Administrator of Weehawken and by BTS.

The Cities

City of Jersey City

By: _____
_____, Jersey City Business Administrator

Date: _____

City of Hoboken

By: _____
_____, Dawn Zimmer, Mayor

Date: _____

Township of Weehawken

By: _____
_____, Richard F. Turner, Mayor

Date: _____

I hereby certify that I can legally bind P3 Global Management, Inc. and that I have read all of this Agreement.

Bike the Skyline LLC

By: _____
Jim Campbell, P3 Global Management Inc.

Date: _____

By: 
Chris Wogas, Bike the Greenway LLC

Date: 4/17/14

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY
APPROPRIATIONS FOR THE CALENDAR YEAR 2014 BUDGET**

WHEREAS, an emergent condition has arisen in that the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the 2014 budget and no adequate provision has been made in the 2014 temporary budget for the aforesaid purposes, and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose, and

WHEREAS, the total emergency temporary appropriation authorized by resolutions in 2014, pursuant to the provisions of N.J.S.A. 40A:4-20, including this resolution, total \$928,954.00 (Nine Hundred Twenty-Eight Thousand Nine Hundred Fifty-Four Dollars and No Cents.)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey (*not less than two-thirds of all the members thereof affirmatively concurring*) that in accordance with the provisions of N.J.S.A. 40A:4-20 :

- 1) Emergency temporary appropriations be and the same are hereby made in the amount of \$123,954.00 as follows:

Public and Private Programs Offset
By Revenues

U.S. Department of Homeland
Security - PANYNJ 2010 Port Security: \$123,954.00

- 2) Said emergency temporary appropriations will be provided for in the 2014 budget
- 3) That the City Clerk shall file one certified copy of this resolution with the Director of the Division of Local Government Services.

MEETING: April 23, 2014

APPROVED FOR CONTENT:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
James Doyle				
Peter Cunningham				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Jen Giattino				

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT TO MILLENNIUM COMMUNICATIONS
GROUP INC. TO PURCHASE AND INSTALL SURVEILLANCE EQUIPMENT IN
ACCORDANCE WITH STATE CONTRACT M-7000/A83083 IN A TOTAL AMOUNT NOT
TO EXCEED \$177,023.98**

WHEREAS, the City of Hoboken requires security surveillance products and installation; and,

WHEREAS, the Administration intends to use Millennium Communications Group Inc., under their state contract M7000/A83083 for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for Hoboken security surveillance (rv1jm5712/rv15712) supplies and installation to Millennium Communications Group Inc. for a total contract amount of One Hundred Seventy Seven Thousand Twenty Three Dollars and Ninety Eight Cents (**\$177,023.98**) of which the contract shall be for purchases and installation in accordance with the April 7, 2014 proposals of Millennium Communications Group Inc.; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$53,069.98 is available in the following appropriation T-04-40-000-029 in the CY2014 budget; and I further certify that \$123,954.00 is available in the following appropriation G-02-25-114-001 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed One Hundred Seventy Seven Thousand Twenty Three Dollars and Ninety Eight Cents (**\$177,023.98**) of which the contract shall be for purchases and installation in accordance with the April 7, 2014 proposals of Millennium Communication Group Inc., as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Millennium Communications Group Inc.

11 Melanie Lane
East Hanover, New Jersey 07936

MEETING: April 23, 2014

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Council President Jen Giattino				

Introduced by: Castellano

Seconded by: Russo

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF OBTAINING A SECURITY CAMERA
NETWORK ON HOBOKEN'S WATERFRONT**

WHEREAS, the City Council has learned that the City's network of security cameras on the waterfront is currently not operational; and

WHEREAS, pursuant to a prior resolution, a copy of which is attached, the City Council authorized the Administration to apply for the 2010 Port Security Grant Program; and

WHEREAS, the City Council supports the Administration to act expeditiously to obtain grant funds if readily available or, in the alternative, to find sufficient funding elsewhere in the budget to obtain an operational security camera network on the waterfront; and

WHEREAS, the City Council advises the Administration that it is prepared to work together to ensure there is an operational security camera network on the waterfront.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The City Council expresses its support for obtaining an operational network of security cameras on the waterfront; and
2. The City Council expresses its belief that the safety of Hoboken's residents is paramount and represents a worthy investment of public resources, and urges the Administration to work with it to locate sufficient funds to improve the City's public safety infrastructure; and
3. The City Council requests that the Director of Public Safety keep it regularly apprised of the City's efforts to accomplish the goals set forth in this Resolution and advise the City Council if they can be of assistance; and
4. The City Clerk shall deliver a certified copy of this Resolution to the Mayor and Director of Public Safety.

Meeting date: April 23, 2014

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST
Business Administrator

MELLISSA L. LONGO
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				
Timothy Occhipinti				
Michael Russo				
President Jennifer Giattino				