

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the Mesilla Pedicab Company (Operator) entered into a Bike Share Operations Agreement dated August 15, 2015 (“Agreement”), whereby the Operator agreed to provide various services to the CRRMA for the bike share program that the CRRMA was then proposing; and

**WHEREAS**, through the efforts of the CRRMA and Operator pursuant to the Agreement, the bike share program has commenced operations and continues to see increased usage, such that the CRRMA is implementing an expansion of the program; and

**WHEREAS**, the CRRMA has purchased eighty (80) additional bikes and eight (8) additional stations, thereby effectively doubling the size of the CRRMA’s bike share program originally envisioned by the Agreement and the CRRMA has identified additional bike share program operational activities that it seeks the Operator to provide under the Agreement; and

**WHEREAS**, the parties therefore desire to amend the Agreement to account for the additional bikes, stations and bike share operational activities referenced above.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:**

**THAT** the CRRMA hereby authorizes its Executive Director to execute an amendment to the Bike Share Operations Agreement with the Mesilla Pedicab Company for the El Paso Bike Share Program, known locally as SunCycle.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF AUGUST 2016.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Susan A. Melendez, Chair

\_\_\_\_\_  
Joe R. Fernandez, Board Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director

## AMENDMENT NO. 1

### BIKE SHARE OPERATIONS AGREEMENT

**WITNESSETH:**

## I. FINDINGS

1 of 3

## II. REVISIONS TO THE AGREEMENT

**Article II. Section 1.** The Parties hereby agree to delete Paragraph 1.a. of Article II from the Agreement in its entirety and replace it with the following:

- 1. Provision for Day to Day Operation and Services.** Subject to the terms of this Agreement, the Operator shall utilize its resources and/or those of its consultants, contractors and agents to provide those services more fully enumerated within the Scope of Work identified within **EXHIBIT "A-1"** to this Agreement. The services requested of the Operator in the referenced Exhibits shall be provided in accordance with the following:
  - a. The Operator will provide the employees necessary to successfully manage and operate the day-to-day operations of the Program.
    - i. The CRRMA does not assume direct liability or responsibility for any liability for wages or benefits payable to the individuals providing such services.
    - ii. The Operator will be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including but not limited to compliance with all social security, all payroll taxes and withholdings, unemployment compensation and all other requirements relating to the Program.
    - iii. Operator employees working for the Program may gain access to proprietary information of the CRRMA's vendors, including B-cycle LLC. All Operator employees will abide by the non-disclosure requirements of the CRRMA, when in possession of such proprietary information, including but not limited to operations, maintenance and implementation manuals.

**Revisions to Exhibits.** The Parties hereby agree to delete **EXHIBIT A** and **EXHIBIT C** in their entirety and replace them with **EXHIBIT A-1** and **EXHIBIT C-1**, which are attached hereto for all purposes. The Parties further agree to delete **EXHIBIT B** in its entirety and replace it with **EXHIBIT B-1**, which is attached hereto but left intentionally blank. Any remaining references within the Agreement to **EXHIBITS A, B or C** shall be replaced with references to **EXHIBITS A-1, B-1 or C-1**, each of which is attached to this Amendment. **EXHIBIT D** of the Agreement remains in full force and effect.

## III. REMAINING AGREEMENT PROVISIONS

**Ratification.** Except as expressly amended by this Amendment, the Agreement and the exhibits thereto shall remain in full force and effect. None of the rights, interests and obligations existing and to exist under the Agreement are hereby released, diminished or impaired, and the Parties hereby reaffirm all covenants, representations and warranties, obligations and agreements in the Agreement. To the extent any provisions of the Agreement are deleted by virtue of this

Amendment, such provisions shall nevertheless survive for purposes of enforcing rights or obligations as provided in this Amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their officers duly authorized, effective as of the date first noted above.

**MESILLA PEDICAB COMPANY**

**CAMINO REAL  
REGIONAL MOBILITY AUTHORITY**

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César Martínez  
Owner/Operator

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Raymond L. Telles  
Executive Director

## **EXHIBIT “A-1”**

### **BIKE SHARE OPERATIONS AGREEMENT SCOPE OF WORK**

# **EXHIBIT “A-1”**

## **BIKE SHARE OPERATIONS AGREEMENT SCOPE OF WORK**

The CRRMA has executed agreements with B-cycle LLC as the vendor of the bicycles, docks, stations, kiosks, proprietary spare parts and other equipment necessary for a bike share program in El Paso (SunCycle Program). The SunCycle Program launched in August of 2015 with eighty (80) bicycles and eight (8) stations and has since expanded to include an additional eighty (80) bicycles and eight (8) more stations. The CRRMA intends to increase the program in the near term to up to two hundred (200) bikes and twenty (20) stations. Most stations are solar powered; but the system includes at least one (1) station (County Courthouse location) with AC power.

Maintenance and operation is an essential function of any successful bike share program. The Operator must understand the importance of the Scope of Work requested herein. The Operator shall dedicate staff and/or shifts required for the proper maintenance and operation of the SunCycle Program. The Operator shall often serve as the public face of the SunCycle Program and must therefore take pride in the system and desired goals of increased bicycle usage in the El Paso area. A strong customer service philosophy and desire to assist in making the SunCycle Program a success will be a crucial component in the successful operation of this bike share program.

The CRRMA shall serve as the SunCycle Program owner, while B-cycle LLC shall serve as the main equipment vendor (bicycles, proprietary spare parts, stations and kiosks). The Operator shall serve as the operations and maintenance provider for the SunCycle Program. The services to be provided by the Operator shall include all necessary operational components of the SunCycle Program, including but not limited to:

- (i) Receiving, unpacking and storing the bicycles and spare parts inventory once delivered by B-cycle LLC.
- (ii) The Operator shall be responsible for equipment aspects of any program expansions. Specifically, upon notice from the CRRMA of the purchase of additional bicycles and/or stations, the Operator shall receive, unpack, build and place those items into service as soon as reasonably possible.
- (iii) The Operator shall be responsible for all bicycle maintenance and repair. Additional information regarding the maintenance and repair responsibilities of the Operator are outlined in the various operations, maintenance and implementation manuals developed by B-Cycle LLC that have been made available to the Operator; provided, however, that the Operator understands the proprietary nature of such manuals and therefore agrees to be bound by all non-disclosure requirements associated with the receipt of such manuals. All proprietary parts necessary for the operation of the SunCycle Program shall be purchased directly from B-cycle and the Operator shall maintain sufficient inventory at all times. The Operator shall order all proprietary parts from B-cycle and shall bill the CRRMA for parts with no markup. The requirement to purchase from B-cycle LLC excludes certain non-proprietary parts (e.g. inner tubes). For these parts, the Operator can use standard aftermarket repair parts and

## EXHIBIT “A-1”

bill the CRRMA at cost. Upon negotiation of the Parties, the Operator may charge a markup on non-proprietary parts. Invoices for parts shall include the original invoice from B-cycle (or elsewhere) for the parts, a confirmation from the Operator of receipt and approval by the Operator to make payment.

- (iv) The Operator shall be responsible for anticipating spare parts needs and maintain proper spare parts inventory for the duration of the SunCycle Program.
- (v) The Operator shall perform routine bicycle safety inspections and retain documentation of the inspections as specified in the maintenance checklists provided by the CRRMA. Similarly, the Operator shall perform routine kiosk checks and maintenance activities as required by the checklists provided by the CRRMA.
- (vi) The Operator shall also be responsible for maintaining a properly balanced system, such that an appropriate number of bikes are located at each station each day. System rebalancing responsibilities shall include checking dock availability by station at key points throughout the day to insure proper balance and moving bicycles periodically to maintain system balance. The Operator shall provide the vehicle(s) and equipment required for rebalancing. Vehicle(s) shall be branded with the SunCycle logo when being utilized for performance of the services requested herein, but such vehicle(s) and associated branding do not need to be for exclusive use of the SunCycle Program.
- (vii) The Operator shall be responsible for certain station/kiosk maintenance activities, including back-end software checks. The Operator shall maintain familiarity with backend protocol and software metrics, as the Operator will have access to back-end system software, to include updates and upgrades to said systems. The Operator shall check, on a daily basis, that the: (a) stations are awake, responsive and online; (b) card readers and docks are functioning properly; and (c) batteries for solar stations are charged and that backup batteries are available, replacing batteries as necessary.
- (viii) The Operator shall also provide customer service to the public in person, online and via a phone and phone number provided by the CRRMA. Customer service activities shall include any and all support for using the system (checking bicycles in/out, fee structure, etc.).
- (ix) The Operator shall be responsible for securing marketing and sponsorship opportunities for the SunCycle Program to insure long-term viability of the program. Sponsorship activities shall be coordinated with the CRRMA, but shall be pursued by the Operator. Once a sponsor package is approved by the CRRMA, the Operator shall be responsible for affixing marketing/promotional materials to bicycles and stations/kiosks. In addition, the Operator shall purchase, print, or otherwise assist the CRRMA in these marketing efforts. Third party expenses related to these efforts shall be billed to the sponsoring entity without markup.
- (x) The Operator is responsible for providing secured, lockable, weather protected storage for all spare bicycles, parts, and consumables utilized in performance of the services requested herein.
- (xi) The Operator shall be responsible for scheduling, staffing and managing special events utilizing SunCycle bicycles, which may include group rides and similar

## **EXHIBIT “A-1”**

uses that would be outside of the normal bicycle check-in/check-out process. The Operator shall provide at least two (2) portable electronic devices that can be used by the Operator’s employees for special events, allowing for remote check-in/check-out of bicycles (e.g. virtual kiosks).

- (xii) The Operator shall be required to maintain insurance in the minimum amounts identified in the Agreement.
- (xiii) At a minimum, the Operator shall provide monthly and quarterly reports documenting detailed trips and maintenance and marketing activities for the preceding month and quarter.
- (xiv) The Operator shall pay for the cost of power, cellular service, cellular cards (if needed), internet connectivity and communications necessary for the operation of the stations. Similarly, the Operator shall be responsible for the costs and oversight of the GPS units in each bicycle and associated GPS data provided, to insure that such system and its reporting tools are operating as intended. All such expenses shall be a pass through to the CRRMA with no markup; provided, however, that the CRRMA may agree to direct payments of these types of expenses.
- (xv) The Operator shall be responsible for the development and integration of appropriate and regularly updated content for the SunCycle website and its various social media efforts, including but not limited to, Facebook, Twitter, Instagram, Snapchat and a YouTube channel. The CRRMA desires a robust online presence to serve the SunCycle user community.
- (xvi) The Operator shall manage the SunCycle credit card payment processes, including managing the CRRMA’s credit card payment gateway (currently Authorize.net).

[END OF EXHIBIT]

## **EXHIBIT “B-1”**

### **BIKE SHARE OPERATIONS AGREEMENT RESPONSIBILITY MATRIX**

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## **EXHIBIT “C-1”**

### **BIKE SHARE OPERATIONS AGREEMENT FEE SCHEDULE**

## EXHIBIT "C-1"

### BIKE SHARE OPERATIONS AGREEMENT FEE SCHEDULE

ITEM	DESCRIPTION OF SERVICES	MONTHLY PRICE
1	Weather Tight Storage (for all program equipment and operations)	\$1,500.00
2	Daily Rebalancing of Bikes	\$1,500.00
3	Bicycle Safety Checks, Maintenance, and Ad Placements	\$1,500.00
4	Kiosk Checks, Maintenance, and Ad Placements	\$1,000.00
5	Special Events (includes staffing, virtual kiosks, etc.)	\$1,000.00
6	Customer Service (in-person, phone and online)	\$1,500.00
7	Back end operational support	\$1,000.00
8	Promotional/Sponsorship Activities	\$1,200.00
9	Website and Social Media Management	\$1,000.00
10	Management of Payment Processing	\$1,250.00
MONTHLY TOTAL		\$12,450.00

NOTES	
*	The fees identified above are monthly not to exceed amounts for the Operator to manage the CRRMA's Bike Share Program, which shall include up to 200 bikes and 20 stations.
*	Additional expenses, outside of those identified above, may be incurred by the Operator with prior written approval of the CRRMA.
*	The Operator, with prior CRRMA approval, may shift line item expenditures, in any monthly invoice; provided that the CRRMA's liability for such month does not exceed the Monthly Total.

[END OF EXHIBIT]