



**STANDARD**

**Contract Routing Cover Sheet**

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

<b>Routing Number</b>	20210804-8163		
<b>Originating Dept</b>	PW - Transportation & Mobility		
<b>Contact Person</b>	Michael Parrish	<b>Phone Number</b>	303-441-4257
<b>Project Manager / Contract Administrator</b>	Dave Kemp	<b>E-mail</b>	KempD@bouldercolorado.gov
<b>Counter Parties</b>	Neutron Holdings, INC. (Lime Scooters)		
<b>Contract Title / Type</b>	Master Agreement		
<b>Number</b>			
<b>Description</b>	Agreement establishing the terms and scope of work for the shared e-scooter program to be operated by Lime within select areas of city limits, inclusive of reporting requirements to the city, fleet size and placement, among other terms.		
<b>Special Instructions</b>	Please return a fully executed copy to KempD@bouldercolorado.gov		
<b>Amount</b>	0	<b>Expense Type</b>	INCOMING

✓ Dept. Head Signature *Cuba Vandenbrant*

**NOTE; Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing \_\_\_\_\_
- Budget \_\_\_\_\_
- Sales Tax \_\_\_\_\_
- ✓ CAO *jtm* 08-04-2021
- ✓ City Manager \_\_\_\_\_
- ✓ Central Records \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Neutron Holdings, Inc. DBA Lime 85 Second Street, 1st Floor San Francisco CA 94105 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: The First Liberty Insurance Corporation		33588
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Lloyd's Syndicate No. 1969		AA1120106
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570088697709</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSDIG2100005 SIR applies per policy terms & conditions	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$5000 Comp. Ded. <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> \$5000 Coll. Ded.			AS2-661-067212-021	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC6661067212030	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570088697709

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contractual Agreement.  
The City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers are included as additional insureds as their interest may appear (except for worker's compensation).

**CERTIFICATE HOLDER****CANCELLATION**

City of Boulder 1777 Broadway Boulder CO 80306 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>
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**BLANKET ADDITIONAL INSUREDS WITH PRIMARY AND NON-CONTRIBUTORY WORDING**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II - WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
  - (a) the "bodily injury" or "property damage"; or
  - (b) the offense that caused the "personal and advertising injury",for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the Named Insured;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the Named Insured, have been labelled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs d. or f. above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
  - b. to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor
  - c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- 2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:
  - a. this Coverage Part provides such coverage;
  - b. the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and
  - c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The following paragraph is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance**:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

**2021 MASTER AGREEMENT  
NEUTRON HOLDINGS, INC. AND  
CITY OF BOULDER FOR THE  
ELECTRIC SCOOTER SHARE PROGRAM**

THIS AGREEMENT (“Agreement”) is made effective this 1st day of August 2021 (“Effective Date”) by and between the City of Boulder, Colorado, a Colorado home rule city (“City”), and Neutron Holdings, Inc., a Delaware Corporation (“Lime” or “Operator”).

**RECITALS**

- A. The City’s Transportation Master Plan (“TMP”) builds on a strong foundation of success through policy direction, using a collaborative approach and addressing the current and future transportation needs of the community while integrating with the City’s broader sustainability framework and climate commitment.
- B. As part of the 2018 TMP update, the City introduced new strategies to encourage micromobility and provide more convenient and easy-to-use travel options for first and final mile transit connections, and to replace motor vehicle trips for residents, employees, and visitors, through the adoption of ordinances authorizing the commercial operation of shared micromobility in the public right of way.
- C. Lime seeks to advance the City’s equity, safety, and sustainability goals.
- D. On March 1, 2021, the City issued RFP #13-2021 seeking proposals from qualified organizations, companies, vendors, manufacturers, and other entities, to own and operate a shared electric scooter (“e-scooter”) program (“Services”) as a part of the City’s shared micromobility program (“Program”).
- E. Lime was the selected bidder in RFP #13-2021 to provide shared e-scooter Services in Boulder, and desires to provide such Services on the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, the parties agree as follows:



1. SCOPE OF WORK. The Operator shall undertake the duties and responsibilities and provide the Services described in **Appendix A**, captioned "Scope of Work," attached hereto and made a part hereof.

2. TERM. This Agreement will commence on the Effective Date written above and will expire on the 364<sup>th</sup> day following the Effective Date ("Term") unless otherwise terminated pursuant to the terms of the Agreement. The City shall have the right, but not the obligation, to extend this Agreement for additional one-year terms and may grant up to four one-year extensions if (i) mutually agreeable to the Parties; (ii) the Agreement was granted pursuant to the requirements of Section 2-8-5(b), B.R.C. 1981; and (iii) the terms and conditions of this Agreement remain constant, unless otherwise agreed to by the Parties, in writing. Agreement renewals shall be in writing and signed by both Parties.

3. TERMINATION.

- a) If either Party materially defaults in the performance of any term of this Agreement and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate this Agreement by providing ten (10) days' prior written notice of termination to the defaulting Party.
- b) In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving Operator written notice at least fourteen days in advance of the termination date. In the event of such termination, all obligations of the Parties to one another under this Agreement, except for those that survive termination as set forth in section 26, below, shall cease.
- c) Within ten (10) business days following termination of this Agreement and a written request from the City, Operator shall promptly deliver to the City all City data, which includes any data or information of the City that is provided to or obtained by Operator in the performance of its obligations under this Agreement, including data and information with respect to the businesses, customers, operations, facilities, products, consumer markets, assets, and finances of the City, as well as any plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of its Services under this Agreement, up to and including the date of termination.

4. WORKER WITHOUT AUTHORIZATION.

- a) The Operator certifies that the Operator shall comply with the provisions of section 8-17.5-101 et seq., C.R.S., as now or hereafter amended. Operator shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Operator that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

- b) Operator represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program as defined by Section 18-17.5-101(3.7), C.R.S., or the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S. (“Department Program”); (ii) that Operator is prohibited from using either the E-Verify Program or Department Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed; and (iii) if Operator obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, Operator shall be required to:
  - i. Notify the subcontractor and the City within three (3) days that Operator has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
  - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to Section 8-17.5-102(2)(b)(III)(A), C.R.S., the subcontractor does not stop employing or contracting with the worker without authorization; except that Operator shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- c) Operator further agrees that it shall comply with all reasonable requests made in the course of an investigation under Section 8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Operator fails to comply with any requirement of this provision or Section 8-17.5-101, *et seq.*, C.R.S., the City may terminate this Agreement for breach and Operator shall be liable for actual and consequential damages to the City.

5. INSURANCE.

- a) Minimum Coverages. Operator agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:
  - i. Workers’ Compensation and Employers’ Liability
 

State of Colorado:	Statutory
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  - ii. General Liability
 

A. General Aggregate Limit:	\$2,000,000
B. Per Occurrence:	\$1,000,000

General Liability coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- iii. Automobile Liability Limits<sup>1</sup>
  - A. Bodily Injury & Property Damage
  - B. Combined Single Limit: \$1,000,000Automobile Liability coverage provided should be at least as broad as found in ISO form CA0001 (BAP) including coverage for owned, non-owned and hired autos.

b) Additional Insurance Requirements.

- i. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
- ii. Where commercially available, **Operator shall name “the City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers” as additional insureds** as their interest may appear (except for Worker’s Compensation and Professional Liability). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability.
- iii. **The Certificate Holder shall be identified as: City of Boulder, 1777 Broadway, Boulder, CO 80306.**
- iv. All policies of insurance shall be written on a primary basis, non- contributory with any other insurance coverages and/or self-insurance carried by the City.
- v. A Separation of Insureds Clause must be included in general liability policies.
- vi. Operator shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit.
- vii. Operator’s insurance carrier shall possess a minimum A.M. Best’s Insurance Guide rating of A- VI.
- viii. Operator, or Operator’s insurance broker, shall notify the City of any cancellation of any insurance within seven (7) days of receipt of insurer’s notification to that effect. Operator shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.
- ix. Operator is responsible for any damage or loss to its own vehicles or equipment.
- x. The City and Operator shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- xi. Operator and its insurers shall waive subrogation in favor of Additional Insured parties.
- xii. Operator shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- xiii. General Liability coverage shall include a waiver of subrogation.

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<sup>1</sup> Applicable only if Contractor, its agents, employees, or representatives will be using motor vehicles in Colorado while performing the Services.

6. INDEMNIFICATION. Operator agrees to indemnify, defend, and save harmless the City, its officers, employees, and agents (“City Indemnitees”) against any and all claims, suits, actions, demands, costs, or expenses of any kind or nature (“Claims”) arising out of: (i) damages to property or injuries to or death of any person or persons arising from its performance of this Agreement, including property and employees or agents of the City, including without limitation Worker’s Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Operator’s operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of Operator or its subcontractor, subject to the limitations set forth below (ii) the negligence or willful misconduct of Operator or any of its subcontractors, employees, or agents, (iii) breach of the terms of this agreement by Operator, and (iv) infringement by Operator of a third party’s intellectual property rights. . The indemnification and defense obligations of this Section 6 shall not include Claims arising out of the gross negligence or willful misconduct of the City Indemnitees

Operator shall provide defense to City Indemnitees provided that (a) City shall provide Operator with written notice promptly upon learn of a Claim or complaint that may reasonably result in an obligation under this Section 6, provided, however, that failure by City to provide notice to Operator shall not relieve the Operator of its obligations under this Section 6 if City can provide reasonable justification for a delay in notifying Operator, (b) City will permit Operator to control the defense and settlement of the Claim, provided, however that Operator may not settle the Claim in a manner adverse to City or which would impose liability on City without City’s prior written consent; and (c) City will provide Operator with assistance in the defense and settlement of a Claim at Operator’s expense. City may engage its own counsel to participate in the defense and settlement of a Claim. City will not settle any Claim with Operator’s prior written consent.

7. IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

8. INDEPENDENT CONTRACTOR. The relationship between the Operator and the City is that of an independent contractor. The Operator shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Operator shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Operator. **The Operator is not entitled to worker’s compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.**

9. ADVERTISING. Neither City nor Operator shall use each other’s logo or trademarks in any fashion without the express written consent of the other. City expressly reserves the right to approve, in advance, its name being placed on a list of representative clients for distribution or publication by Operator, except for those instances where reference to City in

Operator's materials is reasonably necessary for the provision of Operator's services under this Agreement.

10. PERMITS AND LICENSES. Operator shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of its Services under this Agreement. This obligation includes but is not limited to:

- a) Sales tax pursuant to Title 3, Chapter 2, "Sales and Use Tax," Boulder Revised Code 1981.
- b) Business License pursuant to section 3-17-3, "Sales and Use Tax or Business License Required," Boulder Revised Code 1981.
- c) Revocable Permit to locate docking stations, parking structures or geofencing upon the public right of way, in a form acceptable to the city manager and subject to City of Boulder Charter section 115.
- d) Any permit or license required by the owner of private property or public property not owned or controlled by the City to locate docking stations, parking structures or geofencing upon private property.
- e) Shared electric scooter license and fees pursuant to Title 4, Chapter 34, "Shared Electric Scooters," Boulder Revised Code 1981.

11. NOTICES. Any notice provided pursuant to this Agreement shall be in writing to the Parties at the addresses set forth below and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested; or (iii) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery, or (iv) via email upon confirmation of receipt of the recipient. Either Party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other Party.

Any notice provided pursuant to this Agreement shall be in writing to the Parties at the following addresses:

If to Operator:

Eric Kocaja  
General Manager  
Neutron Holdings, Inc. dba Lime  
85 2nd St. San Francisco, CA 94105

If to the City:

David Kemp

Senior Transportation Planner  
City of Boulder  
Transportation and Mobility Department  
1777 Broadway, Boulder, CO 80302

12. NO MECHANIC'S LIENS. The Operator agrees that it will not cause or permit any claims in the nature of mechanic's liens for materials or labor placed or used under the terms of this Agreement to be filed or served upon the City; and the Operator hereby guarantees to indemnify and save harmless the City against any and all such claims for liens which may be filed or asserted against any of the work done hereunder.

13. FORCE MAJEURE. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing Party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Party notice of the Force Majeure. Operator shall not be excused from liability for delays or non-performance caused by events or conditions within its control nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by Operator itself.

14. DELAY OR NON-PERFORMANCE. In the event of delay or non-performance by the Operator for any reasons set forth in paragraph 13 of this Agreement, or for any other reason, the City shall be free to obtain said Services from other sources without incurring liability or damages to the Operator.

15. NO ASSIGNMENT. The Operator shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

16. COMPLETE AGREEMENT. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

17. AMENDMENT IN WRITING. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

18. HEADINGS; RECITALS; EXHIBITS. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth at the beginning of this Agreement, as well as the exhibits referred to throughout this Agreement and any Scope of Work, are incorporated into this Agreement.

19. TIME OF PERFORMANCE. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

20. LAWS TO BE OBSERVED. Operator shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed the Services or the conduct of the Services and all such orders and decrees of bodies or tribunals having any jurisdiction over the Services and shall, at all times, observe and comply with all such existing laws, ordinances, regulations, and decrees, and shall indemnify and hold harmless the City against any claim or liability to the extent caused by the intentional or negligent violation of any such law ordinance, regulation, order, or decree, whether by itself or by its subcontractors, agents, or employees..

21. NO THIRD-PARTY BENEFICIARIES. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and Operator that any such party or entity, other than the City or Operator, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

22. WAIVER. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

23. NO MULTI-FISCAL YEAR OBLIGATION. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Any failure of a City Council annually to appropriate adequate monies to finance the City’s obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Operator of any failure to appropriate such adequate monies.

24. APPLICABLE LAW; JURISDICTION; VENUE. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state court situated in Boulder County or federal court situated in the City and County of Denver, Colorado and each Party consents to jurisdiction and venue before such courts.

25. NO ARBITRATION. No dispute between the Parties shall be resolved by binding arbitration before any extra-judicial body or person. Any provision to the contrary shall be null and void.

26. SURVIVAL. Any and all provisions of this Agreement that, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

27. AUTHORITY. Operator warrants that the individual executing this Contract is properly authorized to bind the Operator to this Contract.

28. EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. City and Operator approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind City and Operator to this Agreement: (1) electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written.

**NEUTRON HOLDINGS, INC.**

By:




Title: General Manager

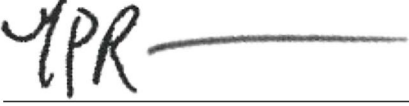
*[City Signature Page Follows]*



**CITY OF BOULDER**

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office      08-04-2021

**APPENDIX A**  
**SCOPE OF WORK**

**I. PROJECT OVERVIEW**

The Shared Micromobility Program will incorporate state-of-the-art information technology with shared micromobility devices as a transportation option to replace motor vehicle trips for residents, employees, and visitors.

The City of Boulder’s overall goal for the Shared Micromobility Program is to:

*Provide community members safe, equitable and sustainable forms of transportation to improve quality of life, provide connections to transit and key destinations; and replace motor vehicle trips to reduce traffic congestion and transportation-related greenhouse gas emissions.*

To work toward achieving this goal, the City of Boulder has identified the following program objectives:

1. Builds upon the success of Boulder’s current bike share program with the goal to quadruple the number of annual shared micromobility trips by 2023.
2. Demonstrates on-going safety improvement of its devices and personal safety of its users by proactively educating users, practicing consistent maintenance of its devices.
3. Provides its services in an equitable manner by developing and promoting a program that is easily accessible and affordable for traditionally underserved community members.
4. Increases citywide availability by providing reliable service in all identified deployment areas in Boulder.
5. Demonstrate ability to serve as a long-term, financially viable Operator with no direct subsidy from City of Boulder or CU Boulder.

**II. TASKS/DELIVERABLES**

1. Operator must comply with all requirements identified in the City of Boulder’s adopted [Shared E-scooter Licensing Program](#) ordinance.
2. Operator must comply with all Municipal Code sections, including but not limited to the following sections: [chapter 4-34, “Shared Electric Scooters,” B.R.C. 1981](#); sales tax pursuant to [chapter 3-2, “Sales and Use Tax,” B.R.C.](#); business license pursuant to [section 3-17-3, “Sales and Use Tax or Business License Required,” B.R.C. 1981](#).
3. Operator must apply for and obtain a Revocable Encroachment Permit before it can install a docking station or parking structure. The Operator will submit a plan showing the proposed location(s) of the encroachment(s) and locations of the property line(s), sidewalk(s), and street(s). Should the Operator opt to designate painted parking zones

without installing parking structures, an encroachment permit will still be required. Operator must submit a plan showing the proposed location(s) of the proposed designated painted parking zones and locations of the property line(s), sidewalk(s), and street(s) to the City's Transportation and Mobility Department for approval.

4. The Operator will provide a shared micromobility network in high demand areas of Boulder, with an emphasis on first mile / last mile connectivity and integration with other sustainable transportation modes and offer coverage throughout the city, including the following key destinations:
  - a. Downtown Boulder Station, CU Boulder campuses, Downtown/Civic Area, University Hill, Boulder Junction, East Boulder employment centers, all city facilities (libraries and recreation centers), major medical services, Gunbarrel, and the 29<sup>th</sup> Street Mall.
  - b. Traditionally underserved neighborhoods and anchor destinations critical to underserved community members, including Boulder Housing Authority sites, mobile home parks, basic needs nonprofits: Emergency Family Assistance Association (EFAA), Clinica, Boulder County Housing and Human Services/Community Services.
5. Operator will provide a shared micromobility fleet with state of the art, reliable and easy-to-use technology, comfort, and safety features. Operator may start the Program with an initial fleet of not less than 150 nor more than 200 e-scooters at the start of program. Fleet size may increase or decrease based upon a demand-based cap model: Operator may introduce an additional 20% of fleet if 2 rides per vehicle per day ("r/v/d") on average is achieved in the previous 2 weeks of operations. If < 1 r/v/d on average occurs within the previous 4 weeks of operation Operator shall remove 10% of the fleet.
  - a. 15% of the fleet must be rebalanced to identified traditionally underserved neighborhoods identified in paragraph 4.b, above, daily. These areas are not subject to the demand-based cap.
6. Operator shall coordinate the inclusion of adaptive e-scooters that meet the needs of people with disabilities and provide adaptive e-scooters to individual community members who have requested this service.
7. Shared e-scooter operations are restricted to the area depicted on **Appendix B: Shared E-Scooter Operation Boundaries** for 12 months. Following one year of operations, staff will evaluate the Program and will provide further programmatic recommendations to City Council that reflect the outcome of the evaluation.
8. All e-scooters shall be equipped with GPS technology to govern the speed of the device to 15mph (on-street) / 15mph (off-street) Operator will develop geofenced "Dismount Zones" and "Slow Zones" for all devices at specific areas both on and off-street with a speed limit of 8-10mph in "Slow Zones" for e-scooters.
9. Operator will utilize best practice solutions for recharging e-scooters, as well as rebalancing

devices that yield the lowest, practical Greenhouse Gas footprint. Operators will make a concerted effort to transition to the use of electric vehicles to rebalance devices.

10. Operator will provide parking solutions to ensure its fleet of devices is managed in a safe, organized, aesthetic and intuitive manner that reduces the potential for user / right of way conflicts. E-scooters are not required to have “lock to” or be dock-based, but the City encourages including this technology.
  - a. The Operator is required to deploy e-scooters in a designated area in the Boulder JunctionAccess District. Operator will develop and install geofenced micromobility parking hubs and/or a docking stations for both on and off-street locations and will be responsible for securing appropriate revocable encroachment permits.
11. Through Ride Report (software provide by DRCOG), Operator will provide comprehensive data to City through regular reports and must provide data on a monthly basis including the total number of rides the previous month, the total number of vehicles in service for the previous month, the average number of rides per vehicle per day, anonymized aggregated data in the form of heat maps showing routes, trends, origins, and destinations, anonymized trip data that includes the origin and destination, trip duration, distance and date and time of trip, and shall provide such other reports at the City’s request.
  - a. Operator(s) must share data through General Bike Share Feed (GBFS) specification Application Program Interface (API) and Mobility Data Specification (MDS) API as outlined at:  
<https://github.com/openmobilityfoundation/mobility-data-specification/tree/dev/provider>.
  - b. At a minimum, all required fields in the Operator API must be populated as well as a publicly accessible General Bikeshare Feed Specification (GBFS) API. Operator shall update the MDS status endpoint at least every 10 minutes during operation. Implementation of changes to the required fields, as formalized through the MDS Github Repository, will be required within 30 business days of being provided formal notice by the City.
  - c. Data management services may be provided by a third-party software company, so access to MDS must be provided to the third-party specified by the City upon request. The City may also use a third-party vendor to conduct an audit on the MDS API of operator to ensure compliance with the specification as a condition of launch of service at the City’s sole cost and expense. Select members of the Denver Regional Council of Governments (DRCOG), Colorado Department of Transportation (CDOT), Regional Transportation District (RTD) and DRCOG member governments participating in the DRCOG regional micromobility data partnership may have access to the same third-party software platform to view operator metrics and visualizations for the Boulder service area.

12. Operator will provide ongoing equipment inspection, maintenance, and cleaning of all equipment in compliance with manufacturer's requirements and warranties and conduct routine inspections to ensure devices are in working order.
13. Operator must understand and educate users in both English and Spanish language regarding the laws applicable to riding and operating an electric scooter in the City, on the University of Colorado Boulder campus, and within Boulder County.
14. Operator will implement a comprehensive and culturally appropriate marketing, education, and equity plan in conjunction with community partners, such as the Boulder Chamber, Community Cycles, Mobility for All, Local Coordinating Council, Boulder Housing Partners and Boulder Transportation Connections with a focus on increasing vehicle ridership and improving safety and increasing access to historically underserved communities.
15. Operator will provide access to shared micromobility for people of all income levels through appropriate pricing programs, placement, and options for utilizing the system without a phone and without a credit card.
16. Operator will adhere or respond to requests from corporations or General Improvement Districts to create membership programs to subsidize micromobility trips for residents or employees.
17. Operator will develop an inclement weather policy in conjunction with the City that will develop approved standard operating procedures to remove vehicles from public right-of-way during weather emergencies or significant snow events.
18. Operator will provide shared micromobility services with minimal management and without financial contribution from the City.

### **III. REPORTING OBLIGATIONS**

1. Performance and Evaluation: Operator will participate with City staff in an initial and quarterly reviews of operations.
2. Starting on or before the first date of device deployment and monthly thereafter, Operator shall provide the City with a monthly updated list of all currently deployed devices, their unique identification numbers, and, upon receipt of a valid subpoena, user information related to any ongoing criminal investigation. Operator will also cooperate with law enforcement and other relevant City staff and/or officials in the event of any ongoing criminal investigation that involves a shared micromobility user of Operator.
3. Starting three months from the first date of device deployment and quarterly thereafter, the Operator shall provide a report that provides the Key Performance Indicators (KPI's) identified in the table, below. The City will review the report and will participate with the operator and CU Boulder in quarterly meetings to discuss the KPI's and will advise

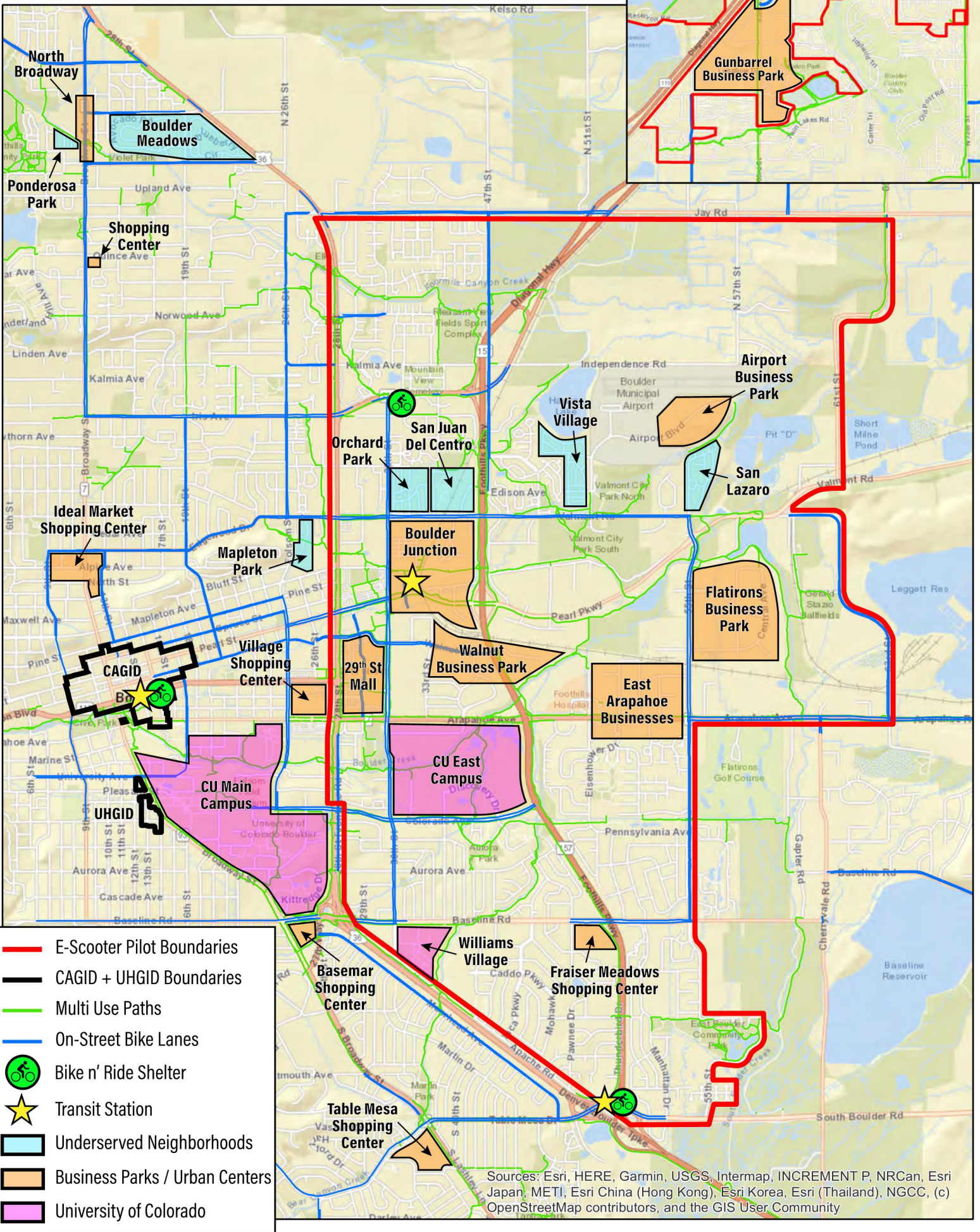
and recommend refinement to the operator in order to optimize the operations of the Shared Micromobility Program.

**Quarterly Evaluation of Key Performance Indicators (KPI's)**

Review frequency and types of complaints + operator response times
Review reported and observed device parking performance and safety record (crash/close calls) that are reported to Lime, observed by Lime, or reported through the City of Boulder's Inquire Boulder on-line reporting platform.
Review e-scooter distribution, deployment zones, and quantity of operational devices
Review Data – Mobility Report – Usage Patterns
Responsiveness to agency requests and operational issues

# E-Scooter Boundaries

## Gunbarrel Inset



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community