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## Agreement between The County of Albany And Mobility Development Operations, LLC For the Provision of EV Car-sharing Parking Space(s) and Charging Infrastructure

Pursuant to Res. No. \_\_\_\_\_ for 2022, Adopted

This Agreement, dated \_\_\_\_\_ is made by and between the County of Albany (the "County"), located at 112 State Street, Albany, NY 12207 and Mobility Development Operations, LLC ("MDO"), an Illinois Limited Liability Company, with a mailing address at 2650 West Montrose Ave, Chicago, Illinois 60618, together known as the "Parties," pursuant to authorization by the Albany County Legislature per Resolution No. \_\_\_\_\_ for 2022, adopted \_\_\_\_\_ 2022.

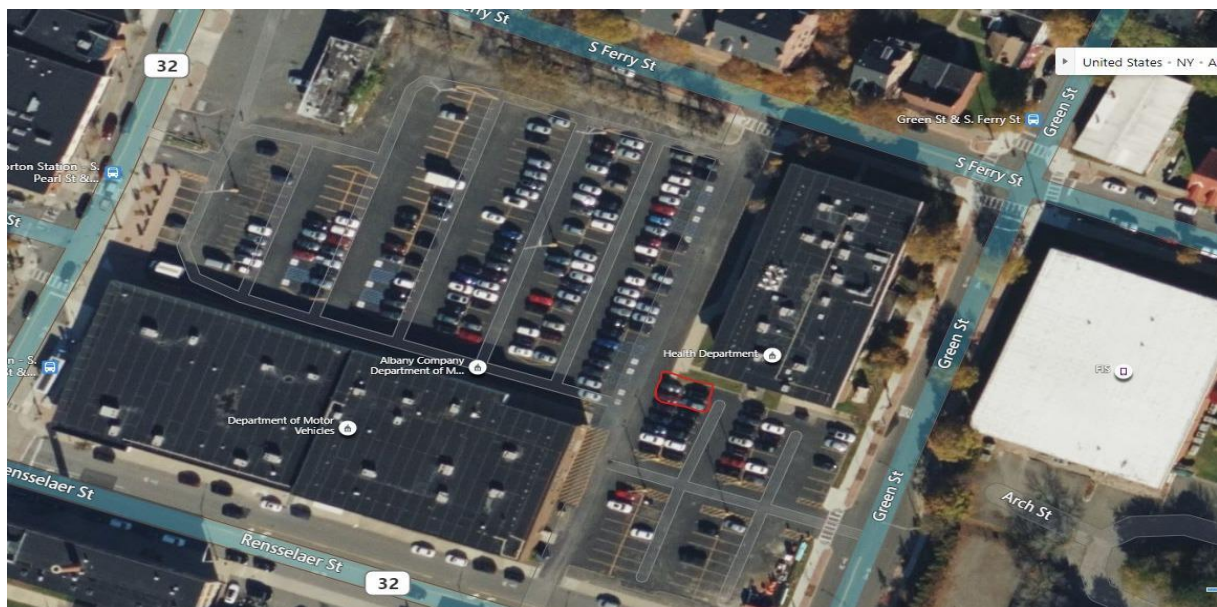
### Background

This Agreement is entered between the Parties for the purpose of permitting MDO to access **one** (1) electric car charging station with capacity to charge **one** (1) vehicle for the operation of an electric vehicle car sharing program named DRIVE.

### Period of Performance

The Services shall commence on \_\_\_\_\_ and shall continue for one **year**. This Agreement may renew for two one-year terms after the initial period, upon mutual consent of the Parties and approval by the Albany County Legislature. Either of the Parties may rescind and withdraw from this Agreement by notifying the other Party in writing with 60 days' notice.

### Map of Location



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## County Responsibilities

1. The County shall provide **one** (1) dedicated parking space with access to level 2 EV charging infrastructure located at 260 South Pearl Street Albany, NY 12208. The parking space shall be used solely for parking of and the use of charging up to one (1) of MDO's vehicles and for no other purpose except as may be agreed upon by the County in writing in its sole and absolute discretion.
2. The County shall provide DRIVE access to the dedicated **spaces** 24 hours per day, 7 days per week for the purposes of operating a car sharing program as a community benefit.
3. The County shall provide a point of contact for MDO in the event of emergency, and for routine program communications.
4. The County will allow MDO and Program advocates to post signage, distribute user materials, and conduct outreach events in County-approved locations. The County shall have the right to approve all signage and materials used on its property prior to printing.

## MDO Responsibilities

1. MDO shall seek approval from the County of signage design and pay the cost of signage identifying the Program's dedicated space, as designated by the County.
2. MDO will provide payment for this charging directly to the EVSE provider (Chargepoint) and will have exclusive access to this charge port. MDO will be responsible for the cost of any charging that occurs at this port.
3. Notwithstanding anything herein to the contrary, MDO agrees that (a) MDO and its customers' use of the parking **spaces** shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements and (b) neither it nor its customers will conduct any activities with respect to the parking space which results in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation).
4. MDO shall provide a point of contact for the County in the event of emergency, and for routine program communications.
5. MDO will be responsible for the insurance, cleaning, and maintenance of the **vehicles**.
6. The Program will adhere to current and future CDC guidelines so long as these guidelines remain in effect.
7. Program membership will be open to County staff who are 21+ years of age (a Program requirement). MDO will waive all membership application fees and provide a \$20 driving credit for all approved County staff each month.
8. MDO shall also carry **general liability insurance not less than \$1,000,000 per occurrence for bodily injury and property damage liability, combined with a \$2,000,000 annual policy aggregate**. The general liability insurance held by MDO shall name the County of Albany as an additional insured. MDO insurance shall provide that it may not be terminated, nor may coverage be reduced except after thirty (30) days' prior written notice to Albany County. MDO shall notify the County in writing within thirty (30) days of any material change to the insurance coverage required by this Agreement.
9. MDO represents that it is qualified to perform the described services and has obtained all requisite licenses and permits, as may be required, to perform those services.
10. Alterations; Repairs
  - a. Alterations. MDO may not make any alterations, installations, additions, or improvements in or to the parking space or charging station without the prior written consent of the

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County, which consent may be withheld or conditioned in the County's sole and absolute discretion. No degradation or damage to the parking spaces or charging stations shall be permitted.

- b. Repairs. MDO shall, at its sole cost and expense, be responsible for repairing any damage caused by MDO, the MDO's customers, and/or their contractors, guests and/or invitees, to the parking spaces or charging stations.

## LIABILITY

In no event shall the County be liable for any damage to or loss of personal property or equipment sustained by MDO and/or the MDO's customers, whether or not it is insured,. Any property of any kind brought on the parking spaces or charging stations by MDO and/or MDO's customers shall be at their sole risk and shall be promptly removed at the expiration of this Agreement.

## SUCCESSORS AND ASSIGNS

MDO's rights under this Agreement are for the benefit only of the MDO named herein. MDO shall not assign, sublicense, or transfer any of its rights under this Agreement. The County may transfer its rights and obligations under this Agreement to a successor owner of the facility.

## ENTIRE AGREEMENT ~~MISCELLANEOUS~~

This Agreement contains all the agreements between the Parties with respect to the Program and may be amended only in writing by an instrument signed by the Parties. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and is signed by the party to be charged.

## CONTROLLING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. All disputes shall be resolved in a court of competent jurisdiction situated in the County of Albany, State of New York.

## NOTICES

Any notice, statement, demand or other communication required to be given, rendered or made by either party to the other, shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the other party at the other party's address as set forth below and shall be deemed to have been given, rendered or made when received or when delivery is refused.

If to the County:


If to MDO:

Richard Kosmacher, Managing Director, Operations  
2650 West Montrose Ave, Chicago, IL 60618

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Either party may, by notice to the other, designate a different address or addresses for notices, statements, demands, or other communications intended for it.

## AUTHORITY TO ENTER INTO LICENSE AGREEMENT

The County and MDO each represent and warrant that they each are duly authorized to enter into this Agreement, and that the person or persons executing this Agreement has or have full authority to do so and to fully bind their respective Parties.

## NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, MDO agrees that neither it nor any of its employees or agents shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## RELATIONSHIP OF THE PARTIES

MDO is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. MDO's employees and agents shall not in any manner be, or be held out to be, agents or employees of the County.

## INDEMNIFICATION

MDO shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of MDO, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

## COMPLIANCE WITH MacBRIDE PRINCIPLES

MDO hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that MDO either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but

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not limited to, imposing sanctions, seeking compliance, recovering damages, declaring MDO in default and/or seeking debarment or suspension of MDO.

## IRANIAN ENERGY SECTOR DIVESTMENT

MDO hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that MDO has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

## MISCELLANEOUS PROVISIONS

- 1. In addition to the MacBride Principles of Fair Employment, Non-Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all the other policies and procedures of the County.
- 2. During the term of this Agreement, MDO agrees that, in the event of its reorganization or dissolution as a business entity or change in business, it shall give the County thirty (30) days written notice in advance of such event.
- ~~3.~~ If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- ~~4.~~ The County shall bear no responsibility other than that set forth in this Agreement.

IN WITNESS WHEREOF, The Parties below have caused this Agreement to be effective as of the first date written above:

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Daniel P. McCoy  
or Daniel C. Lynch

Richard Kosmacher

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County Executive  
or Deputy County Executive

County of Albany

Managing Director

Mobility Development Operations, LLC

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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