

**COMMUNITY MOBILITY AS A SERVICE AGREEMENT  
(CoMAAS Agreement)  
Between  
Western Riverside Council of Governments (WRCOG)  
And  
Electric Vehicle Get in Drive Everywhere (EVGIDE)**

## **1. Preamble**

This Community Mobility As A Service Agreement (CoMAAS Agreement) is made and entered into between the Western Riverside Council of Governments (WRCOG), whose principal place of business is 3390 University Ave., Suite 200, Riverside, CA 92501, hereinafter referred to as "WRCOG", and Electric Vehicle Get in Drive Everywhere (EVGIDE), whose principal place of business is 10120 Fair Oaks Blvd., Fair Oaks, CA 95628, hereinafter referred to as "EVGIDE".

WHEREAS, WRCOG has entered into a Mobility Project Voucher Agreement with the Clean Mobility Options (CMO) Voucher Pilot Program, agreement number MP23W2A-C4;

WHEREAS, WRCOG and EVGIDE have collaborated on the MPV Phase 1 and Phase 2 applications for the development of a Community Carshare Program;

WHEREAS, the program model has been informed by the findings of a comprehensive Community Transportation Needs Assessment completed in 2021, which identified critical transportation gaps and solutions for the local community;

WHEREAS, EVGIDE, as the fleet mobility owner and operator, is responsible for managing the operations, including vehicle procurement, maintenance, and the collection and reporting of telematics data, as well as community engagement activities related to the carshare program;

WHEREAS, WRCOG and EVGIDE desire to formalize their roles and responsibilities in implementing the Community Carshare Program through this Agreement, ensuring compliance with the terms of the Clean Mobility Options (CMO) Voucher Program;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## **2. Scope of Work**

### **A. EVGIDE Responsibilities**

As the fleet mobility owner and operator, EVGIDE will be responsible for providing the following services in connection with the Community Carshare Program:

1. EVGIDE shall procure, manage, and maintain the carshare fleet, ensuring compliance with all CMO program requirements for vehicle and micromobility device standards.

2. EVGIDE shall ensure all vehicles are equipped with telematics hardware to monitor vehicle usage, geospatial data, and other key performance metrics.
3. EVGIDE shall manage daily carshare operations, including user support, vehicle reservations, and the administration of mobility services.
4. EVGIDE shall ensure the fleet is maintained according to industry standards, minimizing downtime and ensuring fleet availability as outlined in the project milestones.
5. EVGIDE shall collect and report all required data, including vehicle miles traveled (VMT), greenhouse gas (GHG) emissions reductions, telematics data, and other key usage metrics.
6. EVGIDE shall submit quarterly reports to WRCOG and the Program Administrator (CALSTART) as per the CMO Voucher Program's data reporting requirements.
7. EVGIDE shall lead community outreach efforts to promote the carshare program, including organizing events, workshops, and information sessions.
8. EVGIDE shall collect community feedback and incorporate it into the ongoing program strategy to ensure that the carshare program meets local transportation needs.

## **B. WRCOG Responsibilities**

As the lead awardee, WRCOG will be responsible for the following:

1. WRCOG shall oversee the successful implementation of the Community Carshare Program, ensuring compliance with the terms and conditions of the CMO Voucher Agreement.
2. WRCOG shall coordinate with EVGIDE to ensure that milestone deliverables are submitted on time and that all performance and reporting obligations are met.
3. WRCOG shall submit the necessary milestone payment forms to the Program Administrator (CALSTART) within 5 business days of receiving the relevant documentation from EVGIDE.
4. WRCOG shall support EVGIDE's outreach and engagement efforts, ensuring alignment with the CMO program's communication and branding guidelines.

## **3. Milestones and Deliverables**

### **A. Milestones**

The following milestones are aligned with the project timeline and the CMO Voucher Program requirements. Each milestone represents a key phase of the project, and the successful completion of these milestones is required for payment processing:

#### **1. Planning and Development**

EVGIDE shall complete the planning phase, including finalizing agreements with vehicle suppliers, confirming the operational site, and developing a detailed operations plan for the carshare program.

Deliverables:

- a. Signed supplier agreements.
- b. Final operations plan.
- c. Site confirmation documents.

**2. Vehicle Procurement and Installation of Charging Infrastructure**

EVGIDE shall procure vehicles and ensure the installation of necessary electric vehicle charging infrastructure.

Deliverables:

- a. Proof of vehicle procurement.
- b. Charging infrastructure installation reports.
- c. Permits and inspections.

**3. Community Engagement and Outreach**

EVGIDE shall conduct initial outreach and engagement activities to promote the carshare program in the local community.

Deliverables:

- a. Community engagement reports.
- b. Outreach materials (flyers, advertisements, social media content).
- c. Feedback forms from participants.

**4. Launch of Carshare Operations**

EVGIDE shall successfully launch the carshare program, making vehicles available to users in the community.

Deliverables:

- a. Launch announcement and promotional materials.
- b. Reports on initial vehicle usage and user engagement.
- c. Telemetry data tracking vehicle usage.

**5. Ongoing Reporting and Data Submission**

EVGIDE shall submit quarterly reports on the operation of the carshare program, including vehicle usage data, GHG emissions reductions, and feedback from users.

Deliverables:

- a. Quarterly reports on vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions reductions.
- b. Telemetry and usage data reports.
- c. Updated community engagement feedback.

**B. Deliverables Submission**

1. EVGIDE shall submit all milestone deliverables to WRCOG for review and approval.
2. WRCOG shall review the deliverables and, upon approval, submit them to the Program Administrator (CALSTART) for payment processing within 5 business days.
3. Payment for each milestone is contingent upon the approval of the deliverables by the Program Administrator and the availability of funds.

**4. Payment Terms**

**A. Invoicing and Payment Process**

1. EVGIDE, as the fleet mobility owner and operator, shall submit invoices directly to WRCOG for each completed milestone as specified in the project milestone schedule.

2. Upon receiving the invoice and applicable milestone deliverables, WRCOG shall review the documentation for accuracy and completeness.
3. Within 5 business days of receiving the invoice and deliverables, WRCOG shall submit the necessary payment forms and documentation to the Program Administrator, CALSTART.
4. EVGIDE shall submit a Third-Party Vendor form to the CMO Program Administrator, CALSTART, as part of the invoicing process. Once approved, CALSTART will process payment directly to EVGIDE.
5. Payments will be mailed to EVGIDE in accordance with the Program Administrator's guidelines.
6. No payments for mobility-related services under this Agreement shall come from WRCOG. Payments will be made by CALSTART to EVGIDE based on the approved milestone deliverables.

## **B. Milestone-Based Payments**

1. Payments to EVGIDE shall be contingent upon the approval of milestone deliverables by the Program Administrator, CALSTART, and the availability of CARB funds.
2. EVGIDE shall submit invoices based on the completion of milestones as outlined in the project milestone schedule.
3. Payments will only be processed upon successful verification and approval of each deliverable tied to the corresponding milestone.

## **C. Payment Disputes**

1. If WRCOG disputes an invoice submitted by EVGIDE, WRCOG shall provide written notice to EVGIDE within 5 business days, specifying the nature of the dispute.
2. EVGIDE shall have 10 business days to resolve the dispute and resubmit the invoice. If the dispute is not resolved within this time, WRCOG reserves the right to withhold payment until the issue is resolved.

## **5. Reporting & Performance Metrics**

### **A. Monthly Project Implementation Workshops**

1. EVGIDE shall participate in monthly project implementation workshops hosted by WRCOG.
2. The workshops will serve as a platform to discuss ongoing operations, review performance metrics, assess milestones, and address any operational challenges.
3. EVGIDE shall provide updates on fleet performance, community engagement, and any other relevant data during these workshops.

### **B. Performance Metrics**

EVGIDE shall track and report on the following key performance metrics:

1. **Vehicle Miles Traveled (VMT):**
  - a. EVGIDE shall track the total miles traveled by the carshare fleet on a monthly and quarterly basis.
  - b. This data shall be used to assess the utilization of the carshare vehicles and overall service efficiency.
2. **Greenhouse Gas (GHG) Emissions Reduction:**
  - a. EVGIDE shall calculate and report the estimated GHG emissions reduction achieved through the use of electric vehicles in the carshare fleet.
  - b. EVGIDE shall submit GHG emissions reduction data quarterly, aligned with the CMO Program reporting requirements.
3. **User Engagement and Community Feedback:**
  - a. EVGIDE shall report on user engagement metrics, including the number of active users, trips taken, and community feedback collected through surveys and outreach efforts.
  - b. EVGIDE shall gather and incorporate feedback from users to continuously improve the carshare program and ensure that it meets the needs of the local community.
4. **Fleet Maintenance and Downtime:**
  - a. EVGIDE shall monitor fleet performance, including vehicle maintenance schedules, downtime, and service interruptions.
  - b. EVGIDE shall report any significant maintenance issues or downtime to WRCOG, and include this information in quarterly reports.

### **C. Quarterly Reports**

1. EVGIDE shall submit quarterly reports to WRCOG and the Program Administrator (CALSTART) that include the following:
  - a. Vehicle Miles Traveled (VMT) data.
  - b. Greenhouse Gas (GHG) emissions reduction estimates.
  - c. User engagement data and community feedback.
  - d. Fleet performance, including any maintenance issues or downtime.
  - e. Any other relevant data required by the CMO Program.
2. Quarterly reports must be submitted within 10 business days after the end of each reporting quarter.

### **D. Strategic Adjustments**

1. Based on the data collected and feedback received, EVGIDE and WRCOG shall meet quarterly to review performance metrics and discuss strategic adjustments to optimize the carshare program.
2. EVGIDE shall propose any necessary changes or improvements to the program to better align with community needs and performance goals.

## **6. Termination, Modifications, and Confidentiality**

### **C. Confidentiality**

1. Both WRCOG and EVGIDE agree to maintain the confidentiality of all proprietary, personal, and sensitive information exchanged during the course of this Agreement.
2. EVGIDE shall ensure that all data related to user activity, telematics, and community feedback is protected and managed in accordance with state and federal data protection laws, including but not limited to the California Consumer Privacy Act (CCPA).
3. EVGIDE retains the right to utilize and monetize anonymized, aggregated data that does not include any personal identifying information (PII) or proprietary data specific to WRCOG.
4. Confidential information includes, but is not limited to: a. All non-anonymized data and reports related to vehicle telematics and individual user behavior. b. Financial information, project plans, and business strategies shared between the parties. c. Any personal identifying information (PII) collected from users or community members.
5. This confidentiality obligation shall survive the termination of this Agreement for a period of five (5) years, with the exception of anonymized, aggregated data that may be monetized by EVGIDE as per section 3 above.

## 7. Insurance and Liability

### A. Insurance Requirements

EVGIDE shall procure and maintain throughout the term of this Agreement the following insurance coverages:

1. **Commercial General Liability Insurance:**  
EVGIDE shall maintain coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
2. **Automobile Liability Insurance:**  
EVGIDE shall maintain coverage with limits of no less than \$1,000,000 per accident for bodily injury and property damage for any vehicles used in the carshare program.
3. **Workers' Compensation Insurance:**  
EVGIDE shall maintain workers' compensation insurance as required by the laws of the State of California for all employees engaged in the performance of this Agreement.
4. **Cyber Liability Insurance:**  
EVGIDE shall maintain coverage of no less than \$1,000,000 per claim for damages arising from data breaches, cyberattacks, and other technology-related risks.
5. WRCOG shall be named as an additional insured on EVGIDE's Commercial General Liability and Automobile Liability policies for any claims arising out of the performance of this Agreement.
6. EVGIDE shall provide WRCOG with certificates of insurance and policy endorsements naming WRCOG as an additional insured prior to the commencement of any services under this Agreement. All insurance policies required by this Agreement shall be primary insurance and not contributory with any insurance or self-insurance maintained by WRCOG.
7. EVGIDE shall provide WRCOG with 30 days' written notice in the event of cancellation, termination, or material change in any insurance policy.

## 8. General Provisions

### A. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any legal actions or proceedings arising out of or related to this Agreement shall be brought in the state or federal courts located in Riverside County, California.

### B. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation within 30 days, the parties may pursue mediation or binding arbitration as agreed upon by both parties, prior to seeking any legal remedies in court.

### C. Entire Agreement

This Agreement, along with all attachments and referenced documents, constitutes the entire agreement between WRCOG and EVGIDE and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

### D. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.

### E. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond the reasonable control of the party, including but not limited to acts of God, war, terrorism, pandemics, or other unforeseeable events.


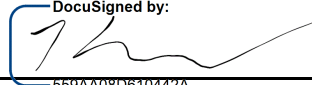
### F. Notices

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent by certified mail, return receipt requested, or by a recognized overnight delivery service, to the following addresses:

1. **For WRCOG:**  
Western Riverside Council of Governments  
3390 University Ave., Suite 200  
Riverside, CA 92501
2. **For EVGIDE, INC.:**  
Electric Vehicle Get in Drive Everywhere (EVGIDE)  
10120 Fair Oaks Blvd.  
Fair Oaks, CA 92628

**G. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

<b>EVGIDE, INC:</b>	<b>Western Riverside Council of Governments:</b>
<b>By:</b> <b>(Signature)</b>  DocuSigned by: <small>F440F1341E8C4E3...</small>	<b>By:</b> <b>(Signature)</b>  DocuSigned by: <small>559AA08D610442A...</small>
<b>Name</b> <b>(Print Name)</b> Ali Cooper	<b>Name</b> <b>(Print Name)</b> Kurt Wilson
<b>Title:</b> <b>(Print Title:)</b> Co-Founder/Program Manager	<b>Title:</b> <b>(Print Title:)</b> Executive Director
<b>Date:</b> 11/12/2024	<b>Date:</b> 11/6/2024