

Attachment C

MEMORANDUM OF UNDERSTANDING BETWEEN

CALVANS, INC.,

MOBILITY DEVELOPMENT OPERATIONS, LLC.

SELF HELP ENTERPRISES, INC.

AND SIGALA, INC.

FOR LAUNCH AND OPERATION OF CARSHARING SERVICES IN KERN & TULARE COUNTIES

This Memorandum of Understanding ("MOU") is entered into effective January 29th, 2019 by and between CalVans, a joint powers authority, Self Help Enterprises ("SHE") a not-for-profit corporation and Mobility Development Operations ("MDO"), a limited liability company, and Sigala, Inc ("Sigala") (collectively, "Parties").

WITNESSETH

WHEREAS, the San Joaquin Valley Air Pollution Control District, through implementing partner Sigala, Inc ("Sigala") have received California Air Resource Board ("CARB") funding to launch affordable electric vehicle carsharing programs in Kern and Tulare counties with a particular focus on low-income, unbanked and under-resourced communities. Sigala, with the Institute for Transportation Studies at the University of California Davis ("UC Davis"), Kern Council of Governments, and Self Help Enterprises ("SHE") (collectively, "Steering Committee") have sought a commercial vendor to supply this services. Twenty-four (24) electric vehicles and seventeen (17) charging stations are planned, most of which are located at the affordable housing complexes built and owned by SHE (Exhibit A Background on the Valley GO Ecosystem of Shared Mobility Summary of Project).

The main goals of the project are:

- Retain 600 carsharing members over two years
- Provide reliable electric vehicles to members that can be retained beyond the program period
- Explore the addition of ridesharing and/or ride-hailing components to the project
- Develop a business model that can be sustained beyond the initial two-year period

WHEREAS, CalVans is a Joint Powers Authority primarily providing transportation for farm workers across 15 counties in California's central valley. With over 350 vanpools and over 2400 passengers served per year, CalVans has grown to one of the largest vanpooling-transit operations in the US. CalVans' two decades of operation in this capacity including experience in fleet maintenance, management of a vast driver and rider network and longstanding procurement and insurance relationships make CalVans a prime candidate to partner with during the Valley GO Pilot and a potential longer-term partner and steward of a more permanent regional carsharing program.

WHEREAS, Mobility Development Operations ("MDO") is a limited liability corporation based in Chicago dedicated to providing operating support to shared mobility programs serving disadvantaged

communities. MDO's team has advised, launched and/or operated shared mode networks that serve challenging markets and disadvantaged communities (especially low-income and disabled populations) in Buffalo, Albany, Los Angeles, Chicago, the Twin Cities, and the San Joaquin Valley. MDO's sister organization, Mobility Development Partners, is providing technical guidance to this project.

WHEREAS, Self Help Enterprises ("SHE") is a 501(c)3 not-for-profit organization incorporated in the state of California focused on the creation of affordable housing across the San Joaquin Valley and is a primary partner in the Valley GO Pilot program hosting the carsharing locations and performing significant marketing and outreach to ensure the programs success. SHE, like CalVans, brings substantial motivation and commitment as well as the fiduciary capacity to steward the nascent carsharing program through the pilot period. SHE also has high interest in the continuation of this program beyond the pilot period and in the formulation of a longer-term entity to ensure community ownership of the program in the San Joaquin Valley.

WHEREAS, the Steering Committee has issued an RFQ for these services, and having found no vendor responsive to the conditions of the RFQ, has requested the assistance of CalVans, MDO, and SHE in providing the startup and initial operations of this program until such time as the Steering Committee can develop a more permanent home for the program.

THEREFORE, given CalVans extensive multi-county service expertise in fleet management and service to disadvantaged communities in the San Joaquin Valley, and MDO's expertise in operating carsharing, and Sigala's respective technical expertise in coordinating multi-stakeholder pilot projects, and SHE's experience managing the assets of community development projects, the Parties wish to pursue the following activities over the next twenty-four (24) months:

1. Jointly, CalVans, SHE, Sigala and MDO will, with the guidance of UC Davis (collectively the "Implementation Partners")
 - a. Select fleet mix
 - b. Procure fleet insurance, weighing proposals based on factors including:
 - i. Premium
 - ii. Coverage limits
 - iii. Inclusion of ridesharing / ride-hailing components
 - c. Review launch plans, operating parameters, and marketing collateral (3.a, c, d, e below)
 - d. Hold bi-weekly joint management meetings
 - e. Recommend program modifications to Steering Committee
 - f. Coordinate accounts payable across different program priorities, including providing guidance to SHE for use of program fees collected from members.
 - g. Coordinate business development efforts

2. CalVans will manage the program fleet and provide limited operational support to the carsharing program, including:
 - a. Lease or finance the 24 vehicles and insure the fleet for the Pilot duration (24 months). In addition, should ride-hailing components be added to the program, Calvans will sublease vehicles to MDO for the purpose of insuring these vehicles for ride-hailing use cases.
 - b. Execution and coordination of host agreements with SHE and other carshare pod sites.
 - c. Hiring and supervision of a fleet technician (30 hrs/wk) to provide fleet management, including:
 - i. Fleet repairs, preventative maintenance, and washing and cleaning vehicles
 - ii. Passive monitoring of fleet (by way of management platform)
 - iii. Accident/incident response in support of MDO (see 3.g.iv below)
 - iv. Management of towing services 24/7
 - v. Management of emergency recharging
 - vi. Supplemental support to on-site SHE staff for plugging in vehicles (expected to very rarely involve a call from MDO to Calvans when SHE is not available).
 - d. Bind fleet insurance, and provide support to MDO in monitoring risk mitigation and adherence to this policy.
 - e. Active fleet monitoring with software tools provided by MDO
 - f. Leverage existing CalVans networks to provide cross-over memberships where possible
 - i. Provide promotional support to the Valley GO program
 - ii. Assist with future development of Valley GO network and partnerships
3. SHE will provide fiduciary stewardship, support to MDO's Member Services and CalVans' Fleet Services, and Marketing of the systems through the following:
 - a. Stewardship of a dedicated bank account in which to hold revenue generated by carshare members (in keeping with Section 8.3 of CARB Agreement). As the program matures, With Sigala's authorization, SHE will disburse these funds to supplement CARB grant funding in covering program expenses as the program moves beyond the initial period of CARB funding. Implementation Partners will provide and modify a spend-down plan for these funds (see 1.f above) and determine a long term home for program revenues (see 3.e below).
 - b. Work with UC Davis, Sigala, and Mobility Development Partners to explore funding and partnership opportunities to grow the program, including leveraging assets of the program (the fleet) to free up initial working capital for the program.
 - c. Support host agreement and fleet management as provided by Calvans, including plugging in or moving vehicles from time to time in coordination with Calvans and MDO.
 - d. Outreach and Marketing tasks as defined in the SHE scope of work (Exhibit B).

- e. Work with UC Davis to form and facilitate a San Joaquin Valley working group focused on developing a long-term home for this program. This will include establishment of a long-term home for the program - likely in the form of a 501(c)(3) non-profit organization - assembled for the purposes of advancing community-controlled carsharing and ride-hailing in the San Joaquin Valley.

4. MDO will commence start-up of Valley GO Carsharing operations:

- a. Procurement and management of carsharing hardware and software
 - i. Customization of administration and customer-facing reservation portals and app as needed, including working with program partners to translate these portals into Spanish.
 - ii. Set up and initial hosting of program website allowing for member intake (in coordination with SHE, MDP and the Marketing Outreach strategy)
 - iii. Purchase, installation and troubleshooting of vehicle telematics
- b. Support to Implementation Partners in executing mid-course adjustments to siting of electric vehicle service equipment (EVSE) and carsharing vehicle "pods"
- c. Set up, manage and monitor operational parameters:
 - i. Fee structure
 - ii. Applicant criteria
 - iii. Membership guidelines
 - iv. Periodic membership/utilization projections
- d. Provide software and program training, day-to-day guidance and dispatching to CalVans and SHE staff
- e. Hiring, training, and management of member services staff, who will be responsible for:
 - i. Management of customer intake process (initially)
 - ii. General call center functions (inquiries, member issues)
 - iii. Reservation management
 - iv. Accounts receivable and billing questions
 - v. Emergency line and vehicle incident management
- f. As determined appropriate by the Parties, lease (or sublease) vehicle fleet for the purpose of binding insurance coverage for use in ride-hailing programs (see 2.a above)
- g. Make available real-time access for sharing program tracking/reporting for project partners as needed.
- h. Report membership and utilization on a monthly basis to program partners
- i. Assist Sigala with management of accounts payable related to MDO vendors

5. Sigala will provide administrative support to the program and administer program funds:
 - a. Provide consultative and administrative support to CalVans and MDO
 - b. Provide as needed financing and initial start-up funding assistance through their role as administrators of CARB funds for Valley GO
 - c. Provide project reporting to the California Air Resources Board
 - d. Review of initial program three-year pro forma and year two budget
 - e. Review of quarterly financial performance
 - f. Provide financing assistance, in lieu of financing or bridge funding identified by CalVans and/or SHE (3.b above) for:
 - i. Vehicle fleet as needed and as conditions allow
 - ii. Startup expenses related to software, insurance, and other operating expenses
 - g. Management of accounts payable for all program vendors
 - h. Execution of any and all necessary contracts and agreements related to the operations including insurance, municipal permits and permissions, utilities and any other third parties essential to delivering the services.

Legally Binding Provision

The parties have developed the terms of this MOU in good faith. Except for the contents of this paragraph, this MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights. Each party is responsible for its own costs and expenses relating to this MOU

Executed:

Calvans, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Self Help Enterprises, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Mobility Development Operations, LLC

By: _____

Name: _____

Title: _____

Date: _____

Sigala, Inc.

By: _____

Name: _____

Title: _____

Date: _____