

CITY OF CULVER CITY
INTERIM OPERATING AGREEMENT

WITH: _____

FOR: STANDUP ELECTRIC SCOOTER SHARING SYSTEM

THIS AGREEMENT (“Operating Agreement”) is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Operator."

1. PURPOSE. The purpose of this Operating Agreement is to establish interim rules and requirements governing the operation of stand-up electric scooter sharing systems within the City of Culver City (the “City”) and to ensure that such mobility sharing systems are consistent with the safety and well-being of pedestrians, bicyclists, and other users of the public right-of-way.

2. SCOPE. This Operating Agreement applies to any proposed deployment of standup electric scooter sharing systems within the City’s jurisdictional boundaries for a period of six months.

3. DEFINITIONS.
 - City – City of Culver City.
 - Operating Agreement – Interim Standup Electric Scooter Sharing System Operating Agreement.
 - Operator – The person or business entity that operates a standup electric scooter sharing system and has executed this Operating Agreement.
 - Vehicle – Standup electric scooter.
 - User – A person or organization that buys a mobility service from the Operator.

4. PROCEDURES.
 - a. Any person/company seeking to operate a standup electric scooter sharing system within the City shall execute this Operating Agreement. Operator acknowledges and agrees that this is a non-exclusive agreement and that City may enter into operating agreements with other operators of standup electric scooter sharing systems at its sole discretion.

- b. This Operating Agreement, once signed by all parties, will allow the operation of a standup electric scooter sharing system by the Operator under the terms in this Operating Agreement between City and Operator for a total of six months.
- c. The City will establish and adopt regulations governing the operation of standup electric scooter sharing systems. All Operators shall be required to comply with these regulations as they may be amended from time to time. The City reserves the right to amend, modify or change the terms and conditions within this Operating Agreement at its discretion.

5. OPERATION AND MAINTENANCE.

a. Vehicle

- 1) Specifications and Standards. Operator shall comply with the following:
 - Submit manufacturer's Vehicle specifications to the City;
 - All Vehicles shall have operational brakes, head light, tail and side reflector, and security hardware. Operator shall certify that all Vehicles meet the standards outlined in California Vehicle Code Section 407.5 and Article 5 [sections 21220 - 21235] as applicable, for the all Vehicles in the fleet;
 - All Vehicles shall be propelled by electric motors/batteries. No combustion engines are allowed;
 - All Vehicles shall be equipped with GPS and have a maximum speed of 15 mph; and,
 - All Vehicle batteries shall be UL certified.
- 2) Identification. Each Vehicle shall have a unique identifier that is readily visible to the User or any member of the public.
- 3) Information displayed on Vehicles shall include:
 - Contact information for the Users or members of the public to make relocation requests, report vehicles that are incorrectly, improperly or illegally parked, or other issues with the vehicles. The contact information needs to include the following:
 - a. Toll-free phone number,
 - b. E-mail address; and,

- c. A local or toll free number that can be used by subscribers, or the public who are not subscribers, to notify Operator using text (SMS) messaging.
 - Vehicle identifier
 - b. Fleet Management and Maintenance
 - 1) Operator may deploy up to 200 Vehicles in the City in the initial deployment. Thereafter, when the average Vehicle utilization exceeds the thresholds set by the City Manager, Operator may submit a request, with supporting documentation, to the City to increase the number of Vehicles. The City reserves the right to approve or deny such request and/or change the average Vehicle utilization thresholds during the term of this Agreement. City will conduct weekly evaluations on the use of the Vehicles and may require the Operator to adjust the fleet size deployed in the City during the term of the Operating Agreement.
 - 2) Operator shall notify the City one week prior to the initial deployment and prior to the deployment of any additional Vehicles to the fleet. Operator shall work with City and submit to City for review a deployment map that indicates the intended deployment locations of Vehicles to be deployed within Culver City. Operator shall submit to the City for review a weekly deployment map that indicates the daily and weekly deployment locations of the Vehicles during the previous week.
 - 3) Operator shall submit to City for review and approval a Rebalancing and Maintenance Plan that will provide details on how the Vehicles will be rebalanced and maintained.
 - 4) Operator will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to the initial deployment.
 - 5) Operator shall affix its logo to each of its Vehicles in the City so that it is clearly visible and shall not allow other logos or advertisements to appear on any Vehicle.
 - 6) Operator shall ensure each Vehicle is in working order, well-maintained, clean, and safe to be ridden. Operator shall retrieve and remove at all of its Vehicles from service at least once every 24 hours for inspection and to reduce street clutter. The Vehicle must be removed from the road for at least three hours for each inspection.

Operator shall submit maintenance schedule and maintenance logs to the City. All vehicles will have an inspection certificate upon being placed in service. A copy will be provided to the City. It will be updated monthly.

- 7) In the event a safety or maintenance issue is reported or identified for a specific Vehicle, that Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
 - 6 AM to 7 PM – within two (2) hours of receiving notice from the City/User/member of the public or as a result of Operator monitoring; and
 - All other times – within ten (10) hours of receiving notice from the City/User/member of the public or as a result of Operator monitoring.

- 8) Operator shall perform monthly maintenance on the Vehicle that include the following:
 - Check tire pressure (if applicable), and add air as may be needed, to recommended Pounds per Square Inch measurement;
 - Check tightness of handlebars, headset bearings, and full handlebar range of motion (left to right);
 - Check brake function (front and rear), and check grips for wear and brake levers for tightness and damage;
 - Check bell for tightness and correct function;
 - Check handlebar covers for damage and instruction stickers;
 - Check battery for damage or wear;
 - Check lights for function;
 - Check reflectors to see if they are present, clean and undamaged;
 - Conduct brief test ride to ensure overall correct function of Vehicle; and
 - Clean scooter.

c. Operations

- 1) This Operating Agreement is effective only for operations within the City's jurisdictional boundaries.

- 2) Operator shall obtain a business tax certificate and pay business tax for the revenue associated with Culver City operations.
- 3) Operator shall have a staffed operation center located in or within reasonable distance to the City so as to allow for prompt response to safety concerns, vehicle malfunctions, illegal parking, and complaints.
- 4) Operator shall maintain the following methods of communication for Users or members of the public to report safety concern, vehicle malfunctions/maintenance issue, illegal parking, complaints, or to ask questions or make relocation requests:
 - a. Toll-free phone number,
 - b. E-mail address; and,
 - c. A local or toll free number that can be used by subscribers, or the public who are not subscribers, to notify Operator using text (SMS) messaging. Notifications by text or SMS shall be entered into a system for journaling and action by the appropriate Operator staff and shall be added into the appropriate reporting areas.
- 5) Operator shall maintain and share with the City direct contact information of operations team. Operator shall provide direct contact information of an Operator representative to each business association located in Culver City.
- 6) Operator shall respond to requests for rebalancing, reports of incorrectly parked Vehicles, or reports of unsafe/inoperable Vehicles by relocating, re-parking, or removing Vehicles, as appropriate, based on the following times:
 - 6 AM to 7 PM – within two (2) hours of receiving notice from the City/User/member of the public or as a result of Operator monitoring; and
 - All other times – within ten (10) hours of receiving notice from the City/User/member of the public or as a result of Operator monitoring.
- 7) In the event a Vehicle is not relocated, re-parked, or removed within the timeframe specified above, or any Vehicle is parked in one location for more than 24 hours without moving, such Vehicles may be removed by City crews and taken to a City facility for storage at the expense of the Operator. Costs associated with impounding the Vehicle(s) will be applied by the City.

- 8) If any City department or office incurs any costs addressing or abating any violations of this agreement or incurs any costs of repair or maintenance of public property, the Operator shall reimburse the City for such costs within thirty (30) days of receipt of an invoice detailing such costs.

6. DEPLOYMENT AND PARKING.

- a. Operator shall obtain a permit to deploy Vehicles from the public right-of-way.
- b. No Vehicles shall be deployed or parked on the street except in marked space(s) that are officially designated locations for the Vehicles. No Vehicles shall be deployed or parked on blocks that do not have landscape/furniture zones that are at least three feet wide; or, if such space is not available, in such a manner as to impede pedestrian or motor vehicle access and normal operation of the public right-of-way. Landscape/furniture zone is defined as the area between the roadway curb face and the front edge of the walkway.
- c. Vehicles shall be deployed or parked upright in the landscape/furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking.
- d. Vehicles shall not be deployed or parked in such a manner as to:
 - Impede the regular flow of travel in the public right-of-way or the clearance on sidewalk needed for American Disability Act (ADA) compliance;
 - Violate California Vehicle Code section 21235(i) or the Culver City Municipal Code;
 - Impede or interfere with the access to parked vehicles and parking meters/pay stations;
 - Block any fire hydrant, call box, or other emergency facility; or utility pole or box; or traffic signal controller cabinet;
 - Impede or interfere with the reasonable use of any bicycle rack or news rack; and,
 - Impede or interfere with the reasonable use of any commercial window display or access to/from any building or driveways, bikeshare stations, bus stops.
 - Be parked on private property except as permitted by approval in Section 6.h below

- e. Vehicles shall not be deployed or parked in the landscape/furniture zone adjacent to or within:
- Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, parking meters, etc.);
 - Curb ramps;
 - Entryways;
 - Driveways; and,
 - Parklets.
- f. Vehicles shall not be deployed or parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility. Vehicles shall not be deployed or parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp).
- g. The City reserves the right to determine certain blocks where Vehicle deployment or parking is prohibited or to create stations with defined boundaries within certain areas where Vehicles shall be deployed or parked. City will work in good faith with Operator to determine and locate stations so as to be convenient for public access.
- h. To the extent Operator desires to deploy or park Vehicles in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Operator must first obtain the right to do so from the appropriate City department, property owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.
- i. Operator shall inform Users and people responsible for deploying its Vehicles how to park or deploy the Vehicle correctly using all of its communication platforms. Operator shall provide City a "Parking Plan" on how they will incentivize Users and people responsible for deploying its Vehicles to park or deploy safely and correctly and will be responsible for passing on fees and disincentives for illegal parking.

- j. Operator shall require Users to take and submit a photo of the parked Vehicle via the mobile application at the end of a ride. Operator shall monitor the submitted photos and take prompt actions to address Vehicle parking violations.

7. SAFETY, EDUCATION AND OUTREACH.

- a. Operator shall educate Users about safe and courteous riding, proper parking, and all applicable regulations, including rules and requirements contained in this Operating Agreement.
- b. Safety information shall be clearly posted on each Vehicle and in the mobile application.
- c. Operator's website and mobile application shall have prominently displayed message that informs Users about applicable laws and regulations and require Users to agree to follow applicable rules before allowing them to unlock a Vehicle.
- d. Operator shall host monthly education and awareness events in the City at its own cost.
- e. Operator shall work with local businesses or other organizations to promote the use of helmets by Users through partnerships, promotional credits, and other incentives.
- f. Operator shall provide notice to all Users by means of signage or through a mobile or web application that:
 - Riding on the sidewalk is strictly prohibited;
 - Users must be minimum of 18 years old with valid Driver's License to operate Vehicle;
 - Users shall yield to pedestrians;
 - Vehicles must be parked in the permitted areas only;
 - Users shall ride responsibly;
 - Helmets shall be worn when operating Vehicles;
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and applicable ordinances of the City;
 - Vehicles are to be ridden on streets, and where available, in bike lanes and bike paths;
 - Vehicles are to stay to the right of street lanes and to yield the right of way to bicycles in bike lanes and on bike paths; and
 - Vehicles are not to be used for racing, "stunts", or jumps.

- g. Operator must include a copy of its user agreement and privacy policies for review and approval by City. Operator must provide notice to the City regarding any changes to these terms of service, User agreements, or privacy policies for the duration of this Operating Agreement.
- h. Operator shall maintain, and make available 24 hours a day, seven days a week: (i) a multilingual website with languages to be determined in consultation with the City; (ii) a mobile application; and (iii) a call center that will respond to calls and SMS messages.

8. DATA AND REPORTS.

a. System and Mobile Application

- 1) Operator shall provide a publicly accessible mobile application that shows:
 - The current location of any available Vehicles; and,
 - The streets in the City that currently do not permit the use of Vehicles.
- 2) Operator shall maintain the security of User Data as follows:
 - Users' personal information shall be protected using industry standard encryption, and user permission must be obtained in writing before sharing data with a third party.
 - Users' financial transaction information should comply with the Payment Card Industry Data Security Standards (PCI DSS).

b. Data Sharing

- 1) Operator shall work in good faith with the City to provide any and all data the City needs to evaluate the operation of Operator's standup electric scooter sharing system in the City.
- 2) Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.
- 3) Data must be submitted in proper format through a secure file transfer method determined by the City.

- 4) Personally Identifiable Information on Users collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.

- 5) Operator shall provide the City with information on the entire Culver City fleet and all other Vehicles that originate and/or end within Culver City. This will be either a documented application program interface (API) in real time, or through a formatted data file extract with historical data that the City can download on demand as needed. The data to be published to the City API will include the following information in real-time (if an API) at the time of extract if pulled from the Operator's database for every Vehicle parked in the City:
 - Name of Operator
 - Point location
 - Vehicle identifier
 - Battery reserve level

- 6) Operator shall provide the following anonymized data for each trip (that originates, passes through, and/or ends within Culver City) record to inform and support safe and effective management of the system, and for transportation planning efforts. Data shall be submitted to the City via API or via formatted file if API is not the present method to transfer. The file may be pulled on demand by the City or at a specified interval as directed by the City.

Field Name	Type	Required/Optional	Other
Operator Name	String	Required	
Vehicle Manufacturer	String	Required	
Trip ID	UUID	Required	
Trip Duration	Integer	Required	Time in seconds
Trip Distance	Integer	Required	Distance in feet
Trip Start Time	Unix Timestamp	Required	
Trip End Time	Unix Timestamp	Required	
Start Location	point	Required	
End Location	point	Required	
Route	line	Optional	
Vehicle ID	UUID	Required	

- 7) Operator shall provide the following device availability data for oversight of parking compliance and device distribution by minutes, subject to availability. Data shall be submitted to the City API or by data file if API is not the present method of transfer. Operator will work with City in good faith, during the term of this Operating Agreement, to provide the following data:

Field Name	Type	Required/Optional	Other
Vehicle ID	UUID	Required	
Availability Start Time	Unix Timestamp	Required	
Availability End Time	Unix Timestamp	Required	
Placement Reason	String	Required	Reason for placement (rebalancing, drop off, etc.)
Pick-up Reason	String	Required	Reason for removal (maintenance, pick up, etc.)
Associated Trips	[UUID]	Optional	List of associated trips.

- 8) The City is permitted to display real-time data provided via the API and may publish real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.
- 9) Operator shall distribute a City-provided customer survey to Users in the last month of this Operating Agreement and shall provide City the anonymized raw survey data and a report on the survey results.

c. Reporting

- 1) Operator shall provide a weekly report that includes:
- Daily and weekly sum of rides that originate, pass through and/or end at City.
 - Daily and weekly sum of Vehicles operate within/enter the City.
 - Average Vehicle utilization in the City. Operator shall work with the City to determine the formula for calculating the average Vehicle utilization.
 - Daily and weekly map of deployment locations in the City.

- Anonymized trip data for trips that originate, pass through and/or end at City by Operator's Vehicles. The trip data shall include the origin and destination, trip duration, route, date and time of trip.
- Operator shall work with City in good faith, during the term of this Operating Agreement, to include the following data in the weekly report, subject to availability:
 - Safety reports on any crashes involving Operator's Vehicles occurred within the City boundaries.
 - Aggregated repair information on Operator's Vehicles by type of repair on fleet deployed in the City.
 - All reports on incorrect parking incidents occurred in the City and Operator's response log.
 - Data on how many of the User-submitted photos show a correctly parked scooter, incorrectly parked scooter and no photo taken, subject to availability.
 - Reports of unsafe operation of vehicles by Users of Operator's service.
 - Any other data as determined by the City.

- 2) Operator shall work with City in good faith to provide a monthly report that includes, subject to availability, maintenance activities and reported safety issues and collisions, including but not limited to device identifier and maintenance performed. Such records shall also be sent to the City within three business days of City's request.
- 3) Operator shall report the aggregated breakdown of users by gender and age.
- 4) Operator shall provide details regarding any changes to the maintenance and rebalancing plan one week before it goes into effect along with the weekly data report.
- 5) Operator shall work with City staff to coordinate the use of Vehicles and their deployment during special events (including, but not limited to, Fiesta La Ballona, Go Human Demonstration, CicLAVia and Screenland 5k marathon) and submit a special deployment plan two weeks prior to such events for City's review.

9. INSURANCE AND INDEMNIFICATION.

- a. Without limiting its obligations pursuant to Section 9.f, below and at all times during the term of this Operating Agreement and any use of the public right of way by Operator pursuant to this Operating Agreement, Operator shall procure and maintain the insurance coverage set forth below:

- 1) Commercial General Liability (“CGL”) Insurance coverage, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage. The CGL policy shall have the following requirements:
 - i. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
 - ii. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 - iii. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Operator’s obligation to indemnify the Indemnitees as required under Section 9.f of this Operating Agreement;
 - iv. The policy shall not exclude coverage for Completed Operations, Hazards or Athletic or Sports Participants; and
 - v. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as additional insureds in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

- 2) If this Operating Agreement will have Operator employees working within the City limits, Operator shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Operator shall submit to City, its officers, agents, employees and volunteers.
 - b. City may waive one or more of the coverages listed in Section 9.a, above. This waiver must be express and in writing, and will only be made upon a showing by the Operator that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.
 - c. All insurance listed in Section 9.a, above, shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating

Agency) and a rating of A-:VII or better in the current Best's Insurance Reports

- d. Operator shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Section 9.a or a minimum of ten (10) days' notice for cancellation due to non-payment.
 - e. City may increase the scope or dollar amount of coverage required under any of the policies described in Section 9.a, or may require different or additional coverages, upon prior written notice to Operator
 - f. Operator shall defend (at Operator's sole expense, with legal counsel approved by City, with such approval not to be unreasonably withheld or delayed), indemnify and hold harmless the City, members of its City Council, its boards and commissions, officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs, expenses and reasonable attorneys' fees and judgments arising out of or in any manner related to this Operating Agreement, including, but not limited to loss or damage to persons or property, arising out of or in any way related to Operator's use of the public space, public right-of-way, or public property . This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage. Operator agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnified Parties' active or passive negligence. Notwithstanding the foregoing, nothing herein shall be construed to require Operator to indemnify an Indemnified Party from any claim arising from the sole negligence or willful misconduct of that Indemnified Party. The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Operator of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Operator, City or any Indemnified Party
10. ADVERTISING.
- a. Operator shall not advertise or publish the City's endorsement of the program in Operator's marketing or promotional materials without the City's prior written consent. Consent must be obtained for each new campaign.
 - b. Operator shall not utilize its Vehicles for the sale or display of third party advertising.

11. REVENUE SHARING. On a monthly basis, Operator shall remit one dollar per deployed vehicle per day to City until such time as modified by the City.
12. RECORDS.
 - a. Monitoring and Records. Operator will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. The City shall maintain records of all actions taken pursuant to this Operating Agreement, and shall make records available to Operator for inspection, if requested.
 - b. Confidential Information. The City and Operator will use, restrict, safeguard and dispose of all information related to this Operating Agreement in accordance with all relevant state and federal and local statutes, regulations, policies, including, but not limited to, the California Public Records Act.
13. NON-TRANSFERABILITY. No transfer or assignment of this Operating Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by City.
14. ENFORCEMENT AND TERMINATION. The City may terminate this Operating Agreement without cause, in whole or in part, at any time by written notice to the Operator. Operator shall remit any final payment to the City no later than 60 days from the written notice of termination.
15. MODIFICATION OF THE AGREEMENT. The City may modify any of the terms and conditions contained in this Operating Agreement at any time and in the City's sole discretion. City shall consider any requests by Operator to modify this Operating Agreement, and shall work in good faith with Operator to accommodate such requests, subject to City Manager's approval, in his sole discretion.
16. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City:

To Operator:

17. APPLICABLE LAWS, CODES AND REGULATIONS. Operator shall perform the scope of this Operating Agreement in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such services.
18. WAIVER. If at any time one party shall waive any term, provision or condition of this Operating Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
19. GOVERNING LAW. The terms of this Operating Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Operating Agreement, then venue shall be in the Superior Court of Los Angeles County.
20. INTEGRATED AGREEMENT. This Operating Agreement represents the entire agreement between City and Operator regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Operating Agreement. This Operating Agreement shall bind and inure to the benefit of the parties to this Operating Agreement, and any subsequent successors and assigns.

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21. EFFECTIVE DATE. The effective date of this Operating Agreement is the date it is signed on behalf of City. This Operating Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.