Memorandum of Understanding

Between The PLUM Catalyst and the City of Grand Rapids

Date: June 3, 2025

This Memorandum of Understanding (MOU) is made and entered into on the date above, by and between the The PLUM Catalyst, LLC, a Minnesota limited liability company ("The PLUM Catalyst"), and the City of Grand Rapids ("City"). The PLUM Catalyst and the City are hereinafter collectively referred to as "the Parties."

<u>Purpose</u>

The purpose of this MOU is to establish a framework for good-faith cooperation and collaboration between The PLUM Catalyst and the City for the planning, development, and implementation of the goMARTI 2.0 transportation initiative (the "Transportation Project"), which the Parties believe will be mutually beneficial. The PLUM Catalyst is the Project Manager of the Transportation Project. This project aims to increase the quality of life and economic opportunities of the City's residents by improving transportation infrastructure within a geographic area that includes the City.

Areas of Cooperation

The Parties agree to cooperate in the following areas:

- Selecting and maintaining the pick-up, drop-off, and waiting locations.
- Placement of goMARTI signs.
- Public communication and engagement.
- Collaborating with, and providing training to, local first responders and law enforcement.

Permission and Consent

The City grants the Transportation Project permission to pick up and drop off riders at mutually agreed upon locations ("Stops") within the City, and to park, stop, and/or idle vehicles involved in the goMARTI project at mutually agreed upon waiting locations ("Terminals") within the City.

Responsibilities

The PLUM Catalyst will be responsible for:

- Offering free on-demand transportation through the Transportation Project.
- All operational aspects of the Transportation Project, including making a free ride-hailing application available to City's residents, dispatching vehicles, vehicle

maintenance, route design, and overall management of the Transportation Project.

- Organizing and conducting local workforce development initiatives.
- Community engagement and data tracking.
- Making adjustments and revisions to the Transportation Project and its offerings within the City based upon feedback from City residents and leaders.
- Ensuring compliance with all relevant laws, rules, regulations, and standards.
- Communicating regular updates on the Transportation Project to the City.

The City will be responsible for:

- Assisting The PLUM Catalyst with planning and selecting the pick-up, drop-off, and waiting locations.
- Sign placement and installation.
- Revision to sign placement when routes are revised.
- Maintenance of stop locations and terminals, ensuring they are safe and useable in all seasons.
- Ensuring that local law enforcement is aware of both the location of the Terminals and the Transportation Project's permission to park, stop, and/or idle vehicles at those Terminals and providing a copy of this MOU to all local law enforcement if needed.
- Providing feedback on the Transportation Project to The PLUM Catalyst.

Communications Between the Parties

The Parties agree to maintain regular communication to provide progress updates, feedback and recommendations for the project. Should any disputes or disagreements arise, the Parties agree to discuss them openly and honestly, and to use good-faith efforts to come to an amicable resolution prior to resorting to any legal processes.

The primary point of contact for The PLUM Catalyst is:

Jonathan Dege Regional Mobility Director jon@theplumcatalyst.com (612) 655-9305

<u>The primary point of contact for the City is:</u> Matt Wegwerth Public Works Director/City Engineer mwegwerth@grandrapidsmn.gov 218-326-7625

Term and Termination

This MOU will remain in effect until the completion of the Transportation Project, unless terminated earlier. The Parties may mutually agree to terminate this MOU without prior notice and either Party may terminate this MOU by providing 30 days advance written notice to the other Party.

General Provisions

This MOU is intended to serve as a statement of intent and does not create any legally binding obligations. Any binding obligations may be set forth by the Parties in separate, written agreements. This MOU does not obligate the Parties to incur any expense, provide any payment, or exchange any funds. This MOU may be amended only by mutual written agreement of the Parties.

Signatures:

The PLUM Catalyst Mike Russell	City of Grand Rapids
Name: Mike Russell	Name: Tasha Connelly
Title: Chief Operating Officer	Title: Mayor
Date: <u>June 3, 2025</u>	Date: