

MEMORANDUM OF AGREEMENT

Between

Name of Company

and

Arlington County, Virginia

This Memorandum of Agreement (“MOA”) is entered into by and between the County Board of Arlington County, Virginia (“Arlington County”) and Name of Company (“Name of Company”). Throughout this MOA Name of Company and Arlington County may each be referred to as a “party,” and may be referred to jointly as the “parties.” This MOA governs the terms, responsibilities and performance measures between Name of Company and Arlington County regarding Name of Company’s provision of shared mobility devices (SMDs) on property within Arlington County (the “Demonstration Project”).

RECITALS

WHEREAS, the purpose of this MOA is to permit Name of Company to operate under the Demonstration Project and ensure that Name of Company SMDs are used and parked appropriately without impeding pedestrian access, and/or obstructing access to fire hydrants and valves, street furniture, bus stops, driveways, crosswalks, intersections, traffic operations, outside dining or retail, building access, or any other public use of right-of-way in Arlington County; and

WHEREAS, the Arlington County Board, along with the Virginia Department of Transportation owns, controls, and maintains the public space on which Name of Company shall park its SMDs; and

WHEREAS, Virginia Code §15.2-2001 enables Arlington County to regulate its right-of-way; and

WHEREAS, Arlington County’s Division of Transportation (“DOT”) and Police Department shall be the primary County entities that shall enforce the conditions set forth in this MOA; and

WHEREAS, Name of Company’s SMDs are designed such that users can park them at any public bike parking location, making the Name of Company device available to other Name of Company users; and

WHEREAS, Name of Company desires to operate under the Demonstration Project in Arlington County; and

WHEREAS, Arlington County desires to facilitate the Demonstration Project to assess the viability of SMD operations within the County and to understand the parameters that will allow SMDs to operate effectively and to avoid any public nuisance in Arlington County.

NOW, THEREFORE, based upon the above recitals, Name of Company hereby agrees to the terms, responsibilities, and performance measures of this MOA as follows:

Article I. Responsibilities of Arlington County

Arlington County, by and through DOT, shall, with good faith and in an effort to achieve Arlington County’s policy goals, cooperate and communicate with Name of Company and the public to work towards a successful, safe, and sustainable regulatory environment for SMDs.

- A. Arlington County shall notify enforcement agencies not to ticket or impound Company Name’s SMDs if they are parked according to performance measures of this MOA, the stipulations of the required Permit, and all applicable laws.

- B. Arlington County may, as needed, establish and update parking requirements applicable to SMDs including identification through signage, striping or other means of areas that should serve as preferred parking locations for these devices.
- C. Arlington County shall provide to Name of Company an Arlington County point of contact (POC) for the Demonstration Project.

Article II. Responsibilities of Name of Company

- A. Performance Requirements: Name of Company shall, in good faith, through its Arlington County POC, cooperate and communicate with Arlington County and the public to work towards a successful, safe, and sustainable Demonstration Project, conforming to all State and local laws, permit requirements, and the performance responsibilities outlined below:
 - 1. Authorization to Operate
 - a. Prior to operating in the right-of-way of Arlington County, Name of Company shall execute a copy of this MOA; complete and submit to Arlington County, the required Permit Application; and pay the required fee to cover the anticipated costs to Arlington County of administering the Demonstration Project. All obligations of Arlington County under this MOA shall be subject to and contingent upon the appropriation of funds.
 - 2. Service Management and Arlington County Communication
 - a. Upon executing this MOA, and as part of its permit application, Name of Company shall provide to Arlington County a point of contact (POC). The POC shall have responsibility for, and control over, the services provided in this MOA for the duration of the Demonstration Project. If Name of Company changes their POC, they must immediately notify Arlington County of such change.
 - b. The Name of Company representatives shall meet with Arlington County’s POC within three days of any request by Arlington County to review service status and issues. In addition to ad-hoc meetings, Name of Company shall meet with the Arlington County POC at least one week before launch, and in person or by phone monthly thereafter throughout the duration of the Demonstration Project.
 - c. Upon the request of the Arlington County POC due to emergency, severe weather, construction, parade, public gathering, or other situation affecting the normal operation of the right-of-way including sidewalks and trails, Name of Company shall collect and secure all of, or a portion of, Name of Company’s owned or controlled SMDs to a location outside of the public right-of-way or to a location that does not otherwise impede Arlington County’s access and response to the situation for the duration of the situation.
 - d. In the case of a critical issue or emergency situation designated by the Arlington County POC, Name of Company shall be available within the Response Time to respond to emergency needs and to coordinate with Arlington County. Arlington County has the right to exercise “self-help” if they determine that an emergency poses an imminent risk to public health and safety or property damage. For the purposes of this MOA, the “Response Time” shall mean, based on the time of report:
 - 1) When reported between 6 AM and 8 AM – 2 hours from the time of report
 - 2) When reported between 8 AM and 9 PM – 1 hour from the time of report
 - 3) When reported between 9 PM and 11 PM – 2 hours from the time of report
 - 4) When reported between 11 PM and 6 AM – Prior to 8 AM

- e. The Name of Company POC shall respond within five business days regarding issues or questions raised by Arlington County in meetings, through telephone inquiries, or other correspondence.
 - f. Name of Company shall be solely responsible for providing information to its customers on proper Name of Company parking prior to the launch of the Demonstration Project, and throughout its duration.
3. Safety
- a. Bicycles shall meet the federal standards under the Code of Federal Regulations (CFR) [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#).¹
 - b. Bicycles and Scooters shall comply with Virginia Code [§46.2-1015](#) requiring both headlight and taillight.²
 - c. Any electric Bicycles used by Name of Company with a permit issued under this pilot program shall meet the definition of *electric power-assisted bicycle* in Virginia Code [§46.2-100 et. seq.](#), and shall be subject to the same requirements as ordinary Bicycles. Electric bicycles shall have fully operable pedals that allow propulsion by human power, and an electric motor with an input of no more than 1,000 watts, and a top motor-powered speed not to exceed 15 miles per hour when operated by a rider weighing 170 pounds. Additionally, Arlington County reserves the right to terminate any permit issued under this pilot program if the battery or motor on an electric Bicycle is determined by Arlington County to be unsafe for public-use.
 - d. Any electric Scooter used by Name of Company with a permit issued under this pilot program shall meet the definition of *motorized foot-scooter* in Virginia Code [§46.2-100](#). Such scooters shall be powered by an electric motor having an input of no more than 1,000 watts, and a top motor-powered speed of 10 miles per hour when operated by a rider weighing 170 pounds.
 - e. Arlington County may modify the top speed of any electric Bicycles and electric Scooters at its discretion over the course of the Demonstration Project.
 - f. All SMDs shall have front and rear standing lights that flash or illuminate for at least 90 seconds after the SMD comes to a complete stop.
 - g. All SMD shall have brakes and a bell.
 - h. Name of Company shall provide visible safety language on Bicycles and Scooters.
 - i. Name of Company shall not deploy any device or device component before receiving approval by the Arlington County POC. To obtain approval, Name of Company shall furnish design specifications, any applicable certifications of compliance with safety standards, and illustrative images of the device or device components. Upon request by Arlington County, Name of Company shall provide an opportunity for the Arlington County POC to physically inspect and test-ride the same model proposed for deployment.

¹ <https://www.gpo.gov/fdsys/pkg/CFR-1998-title16-vol2/xml/CFR-1998-title16-vol2-part1512.xml>

² <https://law.lis.virginia.gov/vacode/title46.2/chapter8/section46.2-1015>

- j. Name of Company shall ensure each Name of Company SMD deployed and used is fully operable, free of defects, conforms to relevant safety standards, and is well-maintained and clean.
 - k. If a Name of Company SMD is reported in need of maintenance and/or cleaning in violation of the terms and performance measures in this MOA and all laws, Name of Company shall immediately prevent further use of the device, and within one day of notification, shall remove it from Arlington County right-of-way.
 - l. Name of Company shall inform its customers that electric scooters are prohibited from operating on sidewalks (per Va Code §46.2-903) and that electric scooters and electric bicycles are prohibited from riding on Arlington County bike trails (per Arlington County Code §14.2-64.1).³
 - m. Name of Company shall inform its customers that electric Scooters are prohibited from operating on sidewalks (per Va Code §46.2-903) and that electric scooters and electric bicycles are prohibited from riding on Arlington County bike trails (per Arlington County Code §14.2-64.1).⁴
 - n. Name of Company shall require and ensure that the minimum age for any rider of electric Scooters or electric Bicycles shall be sixteen (16) years of age.
4. Operations
- a. Name of Company is responsible for maintaining its fleet size within Arlington County at or below the maximum permitted fleet size of 350 SMDs. However, if Name of Company can demonstrate an average of at least three (3) trips per device per day over a full month, and compliance with this MOA's requirements, Name of Company may request in writing to the Arlington County POC to expand its fleet size by as many as 50 devices per mode each month.
 - b. If, Name of Company can't maintain at least two (2) trips per device per day, then Arlington County may require Name of Company to decrease its fleet size in increments of 50 SMDs, until Name of Company again meets this performance requirement or reaches their initial fleet size.
 - c. Name of Company shall have a staffed operations center in the Washington, D.C. region.
 - d. Name of Company shall have a customer service phone number for reporting safety concerns, complaints, and questions that is live 24 hours a day. This phone number and its website shall be provided on every SMD that is in service within Arlington.
 - e. Name of Company shall provide to the Arlington County Bikeshare Manager the phone number and email for Name of Company's local general manager.
 - f. Name of Company shall provide their preferred contact information for SMD parking issues to the Arlington County Police at 703-228-4057.

³ <https://law.lis.virginia.gov/vacode/title46.2/chapter8/section46.2-903>

⁴ <https://law.lis.virginia.gov/vacode/title46.2/chapter8/section46.2-903>

- g. Name of Company shall affix its logo and unique identifying number for the device to each SMD in Arlington County so that it is clearly visible and shall not allow other logos or advertisements to appear on any of its SMDs.
 - h. Name of Company shall regularly monitor the deployment and dispersion of its SMDs to maintain service throughout Arlington County.
 - i. Name of Company must notify SMD users of Arlington County and state regulations applicable to operating SMDs in Arlington County. These notifications must at minimum be received through the mobile app and website for the service.
 - j. Name of Company shall promptly respond directly to Arlington County residents and all users reporting problems, issues and/or requesting information regarding Name of Company services.
5. Parking
- a. Name of Company shall ensure that Name of Company SMDs are parked in accordance with the terms and performance measures outlined in this MOA, permit requirements, and in compliance with all state and local laws.
 - b. Name of Company shall work to ensure that Name of Company SMDs are parked in a manner that does not impede pedestrian access; does not obstruct access to fire hydrants and valves, street furniture, crosswalks, the public right of way, or any public property, including but not limited to, public buildings, public parks or open spaces, public trails, driveways or private property; does not damage any property, including but not limited to, landscaping, street trees or other aesthetic features; and does not interfere with traffic or bus stop operations or operation and use of Capital Bikeshare stations.
 - c. Similar to [Section 14.2-65.G](#) of the Arlington County Code, customers shall be instructed by Name of Company to park Bicycles only at bicycle racks, street signs, and light posts.⁵ Parking shall be done in such a manner as to afford the least obstruction to pedestrian and vehicular traffic. The same shall apply to Scooters.
 - d. SMDs shall not be parked with any part of the vehicle extending over the face of curb.
 - e. SMDs shall be upright when parked.
 - f. Any SMD parked on private, federal, or military property is subject to the requirements of that property owner and may be towed at any time at Name of Company's expense.
 - g. Within two (2) hours of reporting by Arlington County or others, Name of Company shall remove Name of Company SMDs parked in violation of the parking requirements outlined above, or otherwise in conflict with applicable laws and regulations, or in violation with other SMD or bicycle parking standards to be developed and periodically updated by Arlington County.
 - h. SMDs are not permitted to park in one location in the public right-of-way longer than seven consecutive days without moving.

⁵ <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/22/2014/01/County-Code-14-2-Motor-Vehicles-and-Traffic.pdf>

- i. Failure to adhere to these parking performance measures may result in Arlington County removing the SMD and storing it in a facility available to Arlington County. Name of Company shall be required to pick up SMDs from such a facility and shall pay all costs associated with removal and storage of the devices, in addition to any applicable fines or fees, or other penalties as appropriate under the law. Subject to applicable laws and regulations, Arlington County shall consider Name of Company SMDs abandoned and dispose of them as Arlington County deems fit in the event of that Name of Company fails to retrieve the device in due time upon being notified of the removal and storage.
6. Data
- a. Without prejudice to Name of Company's rights and interest to its commercially privileged and sensitive information, Name of Company shall provide to the Bikeshare Manager the following data in a Monthly Report by the 15th of each month for the previous month's activity:
 - i. Total active customers who reside in the County
 - ii. Trips starting and trips ending, separately, in the County during the month, and trips starting and trips ending in the County since launch (raw trip data)
 - iii. Average trip duration in minutes
 - iv. Average and total distance of trips (if this is calculable from provided raw trip data, no need to provide separately)
 - v. Daily SMDs in service in the County
 - vi. A map of trip route data for all trips starting, ending, or passing through Arlington (especially to understand the equity implications of coverage of these services), by month
 - vii. Crashes – giving time, date, precise location, and number of parties impacted
 - viii. Injuries – giving time, date, precise location, and cause (if known)
 - ix. Number and precise location of SMD that had to be towed after seven (7) consecutive days in one location
 - x. Complaints received – giving the reason with date and location, if available/appropriate
 1. Incorrectly parked SMD reports – giving time, date, and precise location
 2. Speeding reports
 3. Other complaints
 - xi. Other feedback received – by date, time, and precise location, if applicable
 - b. If Name of Company collects de-identified demographic data from their customers, including age cohort, gender, and general trip purpose, such data shall be provided by Name of Company to Arlington County, upon request.
 - c. Name of Company shall provide a publicly-accessible application program interface, clearly posted on the company's website that shows, at minimum, the current location of any dockless vehicles available for rental at all times.
 - d. A smart phone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface.
 - e. Name of Company shall use the General Bikeshare Feed Specification (GBFS) as documented at <https://github.com/NABSA/gbfs/> for its devices. Name of Company shall

inform Arlington County of the location of the gbfs.json file on the Internet. The gbfs.json file contains the necessary information to find other files related to the GBFS data. If a token or authentication is required to view that file, the location to apply for the token must also be submitted to Arlington County.

- f. Arlington County requires that Name of Company publish in a location accessible by Arlington County staff six of the GBFS v1.1 draft files. Below are the required files that must be published:

gbfs.json	Auto-discovery file that links to all of the other files published by the system. <i>This file is optional in the GBFS, but required by Arlington County.</i>
system_information.json	Describes the system including system operator, system location, year implemented, URLs, contact info, and time zone.
station_information.json	Mostly static list of all stations, their capacities and locations. <i>(Note: This file may contain no information in a dockless system but is required by Arlington County in order to maintain compliance with the GBFS standard.)</i>
free_bike_status.json	Describes bicycles that are available in non-station-based systems. <i>This file is optional in the GBFS, but required by Arlington County.</i>
geofencing_zone_information.json	Mostly static list of all geofencing zones, their capacities, locations and areas. <i>This file is optional in the GBFS, but required by Arlington County.</i>
geofencing_zone_status.json	Defines geofencing zones available in the system and their link to physical stations if any. <i>This file is optional in the GBFS, but required by Arlington County.</i> Elements within the num_bikes_available_types array are required by Arlington County and should be set to 0 if not applicable.
system_regions.json	Describes the regions the system is broken up into. <i>This file is optional in the GBFS, but required by Arlington County.</i>
vehicle_type.json	The field “vehicle_type” shall be added to the public API to describe the vehicle type. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified.

7. Penalties and Fines

Name of Company shall be financially responsible for any/all penalties, fines, and other costs to Arlington County as a result of illegally parked SMDs, including but not limited to, parking tickets or other enforcement actions against Name of Company.

8. Surety Bond

Name of Company shall maintain a \$5,000 surety bond which Arlington County may use to pay costs related to removing and storing devices that do not comply with these permit requirements, if such costs are not born by Name of Company.

9. Advertising

Name of Company shall not advertise or publish Arlington County's participation in or endorsement of the Name of Company on its SMDs or promotional material without the written consent of Arlington County.

Name of Company shall not utilize its SMDs for the sale or display of third-party advertising.

10. Remedies

If Name of Company violates its obligations under this MOA and such violation is not corrected within one week's time following written notice by Arlington County, Arlington County may immediately terminate the Demonstration Project, this MOA, and/or suspend or revoke Name of Company's permit.

11. No Right, Title or Interest

Name of Company expressly acknowledges that this MOA does not constitute any conveyance, title, or interest in real property, in whole or in part.

Article III. Duration

- A. This MOA shall become effective upon signature by Arlington County and shall remain in effect for an initial term of nine (9) months and may be renewed by Name of Company for an additional three (3) months upon ten (10) days' notice to, and the written consent of, Arlington County. This MOA may be modified only by mutual consent of authorized representatives from both parties, in writing.
- B. Upon expiration of the Permit, Name of Company shall remove all of its SMDs from Arlington County right-of-way.

Article IV. Service Area

This MOA, in conjunction with a completed and approved Permit Application, authorizes Name of Company to operate within any portion of Arlington County.

Article V. Insurance and Indemnification

1. Insurance Requirements

Before providing any SMDs associated with this MOA or any extension of this MOA, Name of Company must provide to the Arlington County Point of Contact a Certificate of Insurance indicating that Name of Company has in force at a minimum the coverage below. Name of Company must maintain this coverage until the completion of the MOA or as otherwise stated in the MOA and/or permit documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia,

with a rating of “A-“ or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$100,000/100,000/500,000. Arlington County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractor, and products liability. The general aggregate limit must apply to this MOA. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – Arlington County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the MOA Term, Name of Company must notify the Arlington County Point of Contact immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this MOA. Not having the required insurance throughout the MOA Term is grounds for termination of this MOA.
- c. Claims-Made Coverage - Any “claims made” policy must remain in force, or Name of Company must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this MOA 's number and/or title.

Name of Company must disclose to Arlington County the amount of any deductible or self-insurance component of any of the required policies. With Arlington County’s approval, Name of Company may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that Name of Company can demonstrate sufficient financial capacity. To do so, Name of Company must provide Arlington County with its most recent actuarial report and a copy of its self-insurance resolution.

Arlington County may request additional information to determine if Name of Company has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for Arlington County.

Arlington County’s acceptance or approval of any insurance will not relieve Name of Company from any liability or obligation imposed by this MOA or permit documents.

Name of Company is responsible for the for all materials, tools, equipment, appliances and property used in connection with this MOA. Name of Company assumes all risks for direct and indirect damage or injury to the

property used or persons employed in connection with any activities associated with this MOA and for all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under this MOA or in connection in any way whatsoever with the activities performed pursuant to this MOA. Name of Company insurance shall be the primary non-contributory insurance for any work performed or activities or services provided for under this MOA.

Name of Company is as fully responsible to Arlington County for the acts and omissions of its sub-contractors and of persons employed by them as it is for acts and omissions of persons whom Name of Company employs directly.

B. Indemnification.

Name of Company covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify Arlington County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Name of Company's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the MOA. This duty to save, defend, hold harmless and indemnify shall survive the termination of this MOA. If Name of Company fails or refuses to fulfill its obligations contained in this section, the Name of Company must reimburse Arlington County for any and all resulting payments and expenses, including reasonable attorneys' fees. Name of Company must pay such expenses upon demand by Arlington County.

Article VI. FOIA

The parties understand and agree that Arlington County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 *et. seq.*, the Virginia Freedom of Information Act ("VFOIA"). All public records in Arlington County's custody, possession or control shall be open to the public for inspection and copying to the extent that such disclosure is required by law.

Article VII. Termination

Either party may terminate this MOA (and in doing so, the associated Permit) with 10-days' notice to the other party. Upon termination, Name of Company shall remove all of the SMDs under its ownership or control within five (5) business days of the date of termination and shall cease all operations within the service area once the devices have been removed. Arlington County shall consider any Name of Company SMDs not removed as abandoned property and shall dispose of them as it deems fit.

IN WITNESS WHEREOF, the Parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed as of the date first above written by their duly authorized representatives.

Arlington County, Virginia

Title:

Signature: _____

Name of Company Inc.

Title:

Signature: _____