

MEMORANDUM OF UNDERSTANDING
CITY OF HAMPTON MOTORIZED SCOOTER PILOT PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), is made this _____ day of _____, 2021 (the "Effective Date"), by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City") and **NEUTRON HOLDINGS, INC. D/B/A LIME** ("Lime"), a Delaware Corporation authorized to transact business in Virginia (collectively, the "Parties").

RECITALS

1. On November 13, 2019, the City Council enacted an ordinance (the "Ordinance") governing shared mobility devices ("SMDs"), including motorized scooters, which requires companies to obtain a license from the City of Hampton prior to offering SMDs for rent within City limits;
2. Lime submitted a proposal to the City to offer only motorized scooters ("Scooters" or "scooters"), as defined by section 46.2-100 of the Code of Virginia, for rent within the City;
3. In accordance with section 46.2-1315 of the Code of Virginia, the Ordinance enables the City to establish a pilot program regulating the operation of motorized scooters for a temporary period of time;
4. The City owns, controls, and maintains its Public Rights of Way and Public Spaces, as further defined herein, where Lime proposes to operate and park its scooters;
5. The City desires to allow Lime to offer scooters for rent within the City as part of a limited scooter pilot program (the "Pilot Program");
6. The purpose of the Pilot Program and this Agreement is to establish terms governing the temporary operation of scooters within the City; to assess the viability of a motorized scooter operation; and to understand the parameters that will allow scooters to operate effectively and in a manner consistent with the safety and well-being of bicyclists, pedestrians, people with disabilities, and other users.

NOW, THEREFORE, the Parties agree as follows:

1. **Authorization to Operate within Pilot Area.** The City hereby authorizes Lime to offer motorized scooters for hire within the City of Hampton and grants a temporary license to Lime over and across the Public Rights-of-Way and other Public Places within the City of Hampton, which are identified on **EXHIBIT A-1 and EXHIBIT A-2** (the "Pilot Area") subject to the terms and conditions of this Agreement.

- (a) **Pilot Area Expansion.** Beginning 30 days after the Effective Date, Lime may request that the City expand the initial Pilot Area in individual neighborhood-based increments. Upon submittal by Lime to the City of a proposed additional area, the City shall have 14 days to review the additional area selected by Lime and provide written comments to Lime concerning the boundaries acceptable to

the City and any conditions required for expansion into that area. The City may request reasonable signage, parking corrals, striping, crosswalks, or other similar improvements, be installed at Lime's expense as a prerequisite to approving the request to expand the Pilot Area. If approved by Lime, then the City may so expand the Pilot Area, which shall be evidenced by written approval of a modified Pilot Area map by the City. Alternatively, the City reserves the right, in its sole discretion, to modify or reduce the Pilot Area's scope in the interest of the public health, safety, and welfare. The most current Pilot Area map approved by the City shall govern this Agreement. Such expansion requests shall be limited to one per 30-day period. Further, The City may require Lime to attend briefings, such as to applicable neighborhood associations, prior to approval of any expansions.

- (b) Geofencing. Lime shall implement and enforce no-riding, slow-speed, and no-parking zones as requested by the City. Geofencing technology via the Lime application and website will be maximized to the extent it is practicable to accomplish such zones. Lime shall work with the City to direct riders to appropriate crosswalks, through Geofencing technology if possible, to prevent crossing mid-block and in high speed areas, to the maximum extent technologically practicable.

2. **Scooter Device Requirements.**

- (a) Only scooters that meet the requirements of the definition in section 46.2-100 of the Code of Virginia, are permitted to be deployed in the Pilot Program. No other shared mobility devices, as defined by the Hampton City Code, shall be permitted without prior written authorization by the City.
- (b) All scooters deployed in connection with the Agreement and Pilot Program shall comply with all federal, state, and local law requirements, as well as the terms of this Agreement, including but not limited to the requirements of Title 46.2 of the Code of Virginia. Such device requirements include, but are not limited to the following:
 - i. All scooters shall have standing lights that flash or illuminate for at least 90 seconds after the scooter comes to a complete stop.
 - ii. All scooters shall meet the safety standards established in Section 46.2-1015 of the Code of Virginia (§ 46.2-1015), requiring a headlight. In addition, all scooters shall have a tail light.
 - iii. All scooters shall have a speedometer, brakes, and a bell.
 - iii. All scooters shall be equipped with GPS technology or other installed software to track and manage operation of the fleet.
- (c) Lime shall not deploy any scooter model or any major new component without prior approval by the City. To obtain approval, Lime shall furnish design specifications, any applicable certifications of compliance with safety standards, and illustrative images of the device or device components. Upon City request, Lime shall provide an opportunity for the City to inspect and test-ride the same model proposed for deployment.

- (d) Using commercially reasonable means, Lime shall ensure that each deployed scooter is fully operable, free of defects, conforms to relevant safety standards and is well-maintained and clean. Lime shall have 24 hours after notification by the City that a scooter is vandalized, in need of maintenance, or otherwise not compliant with this Agreement, to remove the scooter from the City Public Rights of Way and Other Public Places.
- (e) Lime shall affix its logo and a unique identifying number for the device to each scooter in the City so that it is clearly visible and shall not allow other logos or advertisements to appear on any of its scooters.

3. **Scooter Operational Requirements and Safety.**

- (a) Only individuals 18 years of age or older shall be permitted to use scooters.
- (b) If a Lime scooter is reported in a place that is irretrievable by the general public, such as a body of water, ditch, or restricted or difficult to access area, then Lime shall retrieve the device within three (3) days of notification by the City or shall notify the City of intended time or removal, which may be approved by the City. If Lime fails to
- (c) Speed. No Lime scooter shall be operated at a speed in excess of 15 miles per hour. The City may request to restrict the top speed of scooters at its discretion during the Pilot Program on a City-wide basis, or in particular areas, or both.
- (d) Special Events, Hazardous Weather, and other Emergencies. Lime shall develop special event operating plans in conjunction with the City's Special Event Coordinator, as may be required by the City. In the event that severe weather, emergencies, construction, street cleaning, or other situations affect normal operation of the Public Rights of Way and Public Places, then, upon notice by the City to Lime of such fact, Lime shall collect and secure all, or a portion of, Lime's motorized scooters in a location that does not impede the City's access to and response for the duration of the event. Lime shall not reestablish service until it obtains City approval to do so. Further, the City reserves the right to exercise self-help if it determines that a situation poses an imminent risk to public health and safety or property damage, and may move, remove, or impound any scooters necessary.
- (e) Hours of Operation. The City may request to restrict the hours of operation of scooter use at its discretion during the Pilot Program.
- (f) Website and Application. Lime shall provide a publicly accessible application and website for riders and the public to interface with Lime, which shall include at a minimum the following components: messaging in the application on proper parking and identification of areas where parking of scooters is not permitted, to be displayed when a user creates an account, and when unlocking a device or ending a trip; messaging in the application about where riding a scooter is prohibited, including no-ride areas as designated by signage; messaging in the application about safe riding; messaging in the application about designated speed limits; designation in the application on the map of any public areas where the City has determined parking or riding is not allowed, and where slower

speeds are required; and designation in the application on the map of all locations of parking corrals.

4. **Fleet Size, Deployment Schedule, and Rebalancing.**

- (a) Lime's Scooter fleet size during the Term of the Pilot Program shall not exceed 250 scooters deployed within the City, unless the City gives written authorization to exceed such number. Lime shall provide the City with data identifying the number of scooters deployed and average trips per day upon request. The City acknowledges that, if the Pilot Area is expanded, a proportional increase in the number of deployed scooters is expected, not to exceed a total of 500 scooters without prior written authorization of the City.
- (b) Lime shall deploy scooters within the first 90 days of the Pilot Program. This Agreement may be terminated by the City if Lime has not deployed devices within 90 days of the Effective Date.
- (c) Distribution of Scooters. Lime shall regularly monitor the deployment and dispersion of its scooters to maintain service throughout the City of Hampton Pilot Area, as it may be amended. In an effort to ensure access to these devices is equitably distributed throughout the City:
 - i. **Equitable Distribution.** Approximately one-half (1/2) of all scooters deployed must be deployed in both of the neighborhoods that collectively constitute the initial Pilot Area: Downtown Hampton and Phoebus. If and when the Pilot Area is expanded, Lime shall reallocate scooters to ensure equitable distribution of scooters throughout the modified Pilot Area.
 - ii. **Hotspots.** Lime shall provide maps to the City showing where all scooters are deployed after charging ("Hotspots") upon request. The City may request, working in conjunction with Lime, to add or remove additional and/or different Hotspots based upon demand, public safety and welfare, special events, construction, and other factors. Any such requests shall be responded to within 24 hours. Lime shall deploy scooters in a corral or designated parking space, if either exists, on the same block as a Hotspot. Hotspots shall not interfere with the use of the Public Right of Way or Public Place, nor with any improvements to such properties. Lime shall ensure that no more than approximately 12 scooters are deployed at any intersection to avoid site line issues. Prior to deployment of scooters, Lime shall provide to the City an initial Hotspot map for review and approval by the City.

5. **Scooter Parking.**

- (a) Lime shall ensure that scooters are parked in accordance with the terms and performance measures outlined in this Agreement and in compliance with all federal, state, and local laws.
- (b) Lime shall ensure that scooters are parked in a manner that does not impede pedestrian movement (minimum of three (3) foot pedestrian clear zone to the

edge of street and any other obstruction); does not to obstruct access to fire hydrants and valves, street amenities, benches, bike corrals, crosswalks, the public right of way, or any public property; and does not damage any property, including but not limited to landscaping, street trees, street amenities, bike corrals, and other improvements. Lime shall instruct users on where and how to park the scooters through the Lime application and website. Scooters shall not be parked with any part of the device extending over the face of the curb and, where available, shall be parked in designated corrals. Scooters shall be parked upright on hard surfaces.

1. Scooters may be parked in on-street parking spaces only if the City has officially designated those spaces as scooter parking stations in connection with this Pilot Program. Lime will apply visible markings to identify any such parking stations.
2. Scooters shall not be parked 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 zones; curb ramps; entryways; and driveways.

(c) Designated Parking Areas. Lime shall inform its customers of areas that may be designated by the City and Lime for scooter parking, in order to minimize obstruction to pedestrian and vehicular traffic. Scooter parking locations, such as corrals and striped parking spaces, shall be identified in coordination with the City POC, as defined below, and shall be installed, painted, or striped. The identification of these parking spaces shall be in coordination with Lime and the data provided to the City. Lime will deploy from corrals once they are created. However, nothing in this Agreement shall be construed to require Lime to build and maintain on-street infrastructure including, but not limited to corrals.

(d) Private Property. Lime shall resolve any issues with scooter parking on private property. Private property owners shall have the right to request removal of the scooters from their properties. If Lime does not remove such scooters within 24 hours of the request, then the City shall have the right to remove the scooters from such private property and charge the costs to Lime in accordance with the provisions of paragraph 5(d). The City is not responsible for any fees or conditions imposed by private property owners on Lime's use of such spaces. Lime reserves the right to challenge the removal and/or impoundment of any Lime vehicle through the use of Lime's data so as to ensure that the vehicle itself was legally impounded. The City POC shall review the data shared by Lime and determine whether such removal or impoundment was proper.

6. **Communication.**

(a) Designated Points of Contact & Local Staffing. Prior to deploying any scooters as part of the Pilot Program, Lime shall provide to the City the contact information of a local staff member who shall serve as a central point of contact ("Lime POC"). The City shall also provide to Lime a central City point of contact ("City POC"). The Lime POC shall have responsibility for and control over the services

provided in this MOU for the duration of the Pilot Program. If the Lime POC changes, Lime must immediately notify the City of such change in writing. Lime shall have a staffed operations center in the Hampton Roads region, and preferably one located in Hampton or on the Virginia Peninsula/North Hampton Roads.

- (b) Regular Meetings. During the Pilot Program, the City and Lime POC shall meet—in person, virtually, or telephonically—on a weekly basis to review the status of the Pilot Program and address any issues, unless both Parties waive the need for a particular weekly meeting. In addition, the Lime POC shall meet with the City at least once per week for the 3 weeks prior to deployment of scooters at the beginning of the Pilot Program.
- (c) Response Times. The Lime POC shall respond to address all City requests for compliance with the Agreement within the following periods during the working hours of 8AM to 8PM. These response times may be extended by the City if the Lime POC makes contact with the City POC and provides an intended time or removal that is acceptable to the City:
 - 1. No later than **3 hours** from the time notice is given by the City during emergencies, severe weather, construction, parades, public gatherings or other situations affecting the normal operation of the Pilot Area or public safety, as may be determined by the City.
 - 2. No later than **one (1) calendar day** after the day notice is given by the City for: defective scooters, improperly parked scooters, and other daily operations and equipment issues.
 - 3. No later than **three (3) calendar days** after the day notice is given by the City for retrieval of scooters that are inaccessible by the public and all other issues or questions raised by the City not specifically addressed in this Agreement.
- (d) City's Right to Act. The failure of Lime to adhere to the response times set forth in Paragraph 6 of this Agreement may result in the City removing the subject scooter(s) and storing the scooter(s) in a City facility. In such case, Lime shall be required to pick up scooters from the City facility and shall pay all costs associated with removal and storage of the devices, in addition to a \$150 fee for each scooter, which may be waived by the City based upon harmless error on behalf of Lime and/or illegal activity or vandalism that led to the scooter being inappropriately placed in the first instance. Such waiver shall be in the City's discretion. Subject to applicable laws and regulations, the City shall consider the scooter(s) abandoned and may dispose of the scooter(s) as the City deems fit in the event of that Lime fails to retrieve the scooter(s) within 30 days of being notified of the removal and storage.
- (d) Coordination with City's 3-1-1 Citizen Contact Center. Lime shall promptly respond directly to City residents and users who report problems or request information through the City's 3-1-1 Citizen Contact Center ("3-1-1") within 24 hours. Lime shall provide 3-1-1 with a direct telephone number and/or email

address to coordinate for this purpose, separate from the public contact information. Lime shall keep records pertaining to each complaint or question forwarded from 3-1-1 as well as the result, and shall make those records available to the City upon request. Lime shall notify 3-1-1 in the event any changes are made to Lime's Point of Contact within 1 business day. Coordination with 311 is contingent upon the successful implementation of a notification system between the City and Lime, so that any concern as reported to 3-1-1 by a citizen is directly reported to Lime as well.

- (e) Community Engagement. Lime shall coordinate with the City's Marketing, the Hampton Police Division Community Engagement Unit, and other staff as requested to create awareness of the Pilot Program as well as to educate the public on scooter safety, proper use and parking of scooters. Lime shall also have a customer service phone number for reporting safety concerns, complaints, and questions directly to Lime that is live 24 hours a day. This phone number and Lime website shall be clearly visibly posted on every scooter that is in service within the City of Hampton.
- (f) Incident Reporting. Lime shall report to the City Point of Contact and the City Risk Manager within 24 hours, any issues likely to affect public safety, including but not limited to reports of criminal activity involving scooters, reports on any crash with a fatality or injury requiring hospitalization involving Lime scooters, any contact with the Hampton Police Division, any contact with Hampton Fire Division, and defects in any equipment including but not limited to fires, tampering, damaged/leaking batteries, electrical issues, and charging issues.

7. **Fees.** Prior to deploying any scooters as part of the Pilot Program, Lime shall pay to the City five thousand dollars (\$5,000.00). If the Pilot Program is extended beyond the initial 12-month Term, which shall be evidenced in writing by the City, then Lime shall pay the City one thousand dollars (\$1,000) per each month that it desires to continue in the extended Pilot Program. In addition to the fees described above, Lime shall pay to the City, on a quarterly basis, a fee-sharing amount of five cents (\$0.10) per scooter trip. Lime shall notify the City of any changes to user fees.

8. **Term.** The Term of this Agreement and the Pilot Program shall be one (1) year commencing on the Effective Date (the "Term"). The Parties may extend or otherwise modify the Term by mutual agreement in writing.

9. **Data.** Lime shall provide to the City the following data, unless sufficiently provided by other data format including GBFS or MDS (as determined by City POC) in a Monthly Report by the 15th of the month for the previous month's activity:

- a. Total active customers riding in the City
- b. Trips starting or trips ending in the City during the month and trips starting or trips ending in the City since launch (trips starting and ending in different jurisdictions should be noted)
- c. Trips' point or origin and conclusion

- d. Average trip duration in minutes (if this is calculable from provided raw trip data, there is no need to provide separately)
- e. Average and total distance of trips (if this is calculable from provided raw data, there is no need to provide separately)
- f. Daily scooters in service in the City
- g. A map of trip route data for all trips starting, ending or passing through Hampton (especially to understand the equity implications of coverage of these services), by month
- h. Crashes, giving time, date, precise location, and cause (if known)
- i. Injuries, giving time, date and precise location, and cause (if known)
- j. Number and precise location of scooters that were towed after seven (7) consecutive days in one location
- k. Number of decommissioned devices, number of batteries that are disposed of or recycled, and average lifespan of devices (number of days operated) using a method approved by the City for each of the Lime's scooters for the previous month.
- l. Complaints received, if any, with all related information
- m. Unsafe driving reports received, if any, with all related information
- n. Broken or unusable devices
- o. Other feedback, complaints, or compliments receive

10. Insurance, Indemnity, and Restoration of Property Damaged.

- (a) Surety Bond. In order to guarantee compliance with all the terms and conditions of the Agreement and in order to reimburse the City for costs incurred by the City, Lime shall provide to the City, prior to deployment of any scooters, one of the following: (1) A performance bond of \$10,000 written by a bonding company licensed to do business in the commonwealth; (2) an irrevocable letter of credit, in the amount of \$10,000 issued by a banking or savings and loan institution licensed to do business in the commonwealth; or (3) a cash deposit covering \$10,000, which the City may use to reimburse its costs connected to the removal of scooters, storage of scooters, or other costs in connection to the self-help measures set forth in the Agreement. If the surety fund is depleted for any reason, Lime shall replenish the surety to the original amount within 14 days.
- (b) Insurance. Before deploying any scooters, Lime shall provide to the City its Certificate of Insurance indicating that Lime has in force, at a minimum, the insurance coverages below. Lime must maintain this coverage until the completion of the Pilot Program and Agreement. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia.
 - i. 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.
 - 2. 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 be typed on the certificate.

3. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned, and hired).
4. Additional Insured – The City 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.
5. Cancellation – If there is a material charge or reduction in or cancellation of any of the above coverages during the MOU term, Lime must notify the City immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this MOU. Not having the required insurance throughout the MOU term is grounds for termination of this MOU.
6. Claims-Made Coverage – Any “claims made” policy must remain in force or Lime must obtain an extended reporting endorsement until the applicable state of limitations for any claims has expired.

(c) Indemnity. Lime covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the City and its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the City 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 Lime’s acts or omissions including the acts or omissions of its employees and/or subcontractors in relation to the Agreement. The City agrees to notify Lime promptly following receipt or notice of any indemnifiable claim; Lime shall have sole control of any defense in such claim; and the City shall not consent to the entry of a judgement or enter into any settlement related to such claim without the prior written consent of Lime. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If Lime fails or refuses to fulfill its obligations contained in this section, the Lime must reimburse the City for any and all resulting payments and expenses, including reasonable attorneys’ fees. Lime must pay such expenses upon demand by the City.

(d) Property Damage. Lime shall repair, replace or restore any City real or personal property that is damaged, lost or destroyed beyond normal wear and tear in connection with this Agreement. Should Lime fail to repair, replace or restore such real or personal property, the Lime shall pay the City's reasonable costs in making such repair, replacement or restoration within 30 days of notice by the City of such fact. If Lime does not pay such costs within 30 days, then the City may draw down the surety to reimburse these costs. Lime shall not place or attach any personal property, fixture, or structure to City property without the prior written consent of the City.

11. Termination and Suspension. This Agreement may be suspended or revoked by the City upon any of the following conditions:

- (a) Continuing violation of this Agreement after reasonable notice to comply has been provided to Lime.
- (b) False or misleading statements made by Lime in its application materials or other communications with the City of Hampton.
- (c) A determination by the City that Lime is not operating the authorized devices in such a manner as to serve the public health, safety, or welfare.
- (d) Continuing violation of any federal, state, or local law after reasonable notice to comply has been provided to Lime.

12. Applicable Law. This Agreement shall be deemed to be a Virginia contract and shall be governed by the laws of the Commonwealth of Virginia. All suits for any claims or for any breach or dispute arising out of this Agreement may be brought in the appropriate court of competent jurisdiction in a state or federal court of competent jurisdiction located in the City of Hampton, Virginia or the United States District Court for the Eastern District of Virginia.

13. Non-Assignment. Lime shall not assign its rights and duties under this Agreement without the prior written consent of the City.

14. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the transaction contemplated hereby and supersedes all prior agreements, arrangements and understandings which led to the subject matter hereof.

15. Failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the provisions. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement.

16. Use of the term "City" in this Agreement shall be interpreted to include the City, its agents, officers, employees, and invitees. Use of the term "Lime" shall be interpreted to include Lime, its agents, officers, employees, and invitees.

17. This Agreement shall not be amended, changed, modified, waived or discharged in whole or in part except by written agreement of the Parties.

18. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature.

WITNESS the following signatures and seals:

[SIGNATURES ON FOLLOWING PAGES]

NEUTRON HOLDINGS, INC. D/B/A LIME (“Lime”)

By: _____

Its: _____

Date: _____

COMMONWEALTH OF VIRGINIA

City of Hampton, to-wit:

I hereby certify on this ____ day of _____, 2021, that the foregoing Agreement was acknowledged before me by _____, the _____ of **NEUTRON HOLDINGS, INC. D/B/A LIME** (“Lime”), a Delaware corporation authorized to transact business in the Commonwealth of Virginia.

Notary Public

My commission expires: _____

Registration No. _____

[SIGNATURES CONCLUDE ON FOLLOWING PAGE]

CITY OF HAMPTON:

By: _____
City Manager / Authorized Designee

Date: _____

COMMONWEALTH OF VIRGINIA

City of Hampton, to-wit:

The foregoing instrument bearing date on the ____ day of _____, 2021, was acknowledged before me this ____ day of _____, _____, by the City Manager or her designee of the City of Hampton, Virginia, who are personally known to me.

Given under my hand this ____ day of _____, _____.

Notary Public

My commission expires: _____

Registration No.: _____

Approved as to Content:

Approved as to Content:

Approved as to Legal Sufficiency:
