

FROM	NAME & TITLE	Michelle Pourciau, Director
	AGENCY NAME & ADDRESS	Department of Transportation 417 E. Fayette Street, 5 th Floor
	SUBJECT	Pilot Agreement Neutron Holdings, Inc. dba Lime, LLC.

CITY OF
BALTIMORE

MEMO



TO

DATE: August 15, 2018

The Honorable President and Members
of the Board of Estimates
Room 204, City Hall

Dear Mr. President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

We request the Board's approval of a Pilot Agreement for the temporary permitted use of public right of way for the operation of a dockless vehicle program with Neutron Holdings, Inc. dba Lime, LLC.

AMOUNT OF MONEY AND SOURCE OF FUNDS: N/A

BACKGROUND/ EXPLANATION:

The purpose of the Pilot Project is to allow the City to evaluate the potential benefits to the City and feasibility of deploying Dockless Vehicles in the City for an extended period of time and over a greater geographic range than permitted by this Agreement. The City may enter into similar pilot agreements with other dockless business entities at its sole discretion and Neutron Holdings, Inc. dba Lime, LLC shall take no action to interfere with any other dockless vehicle pilot programs that the City may institute.

The purpose of this Agreement is to establish rules and requirements for the Pilot Project that allows for the operation of a dockless bike share, dockless electric bike share, or dockless scooter share, or combination thereof, in the City. These rules and requirements are meant to ensure that the operation of such a system is consistent with the safety and wellbeing of all users of the public right-of-way, including users of the system in question, bicyclists, pedestrians, motorists, and people accessing or using transit.

The duration of the Pilot Project shall be effective beginning August 15, 2018, extending through February 28, 2019. The Pilot Agreement shall be effective on the day and year first written above and shall terminate on the date the Pilot Project terminates. Upon expiration, the Dockless Business shall have no legal right to continue to operate in the City of Baltimore unless the City expressly permits the Dockless Business to continue to operate in the City. Upon expiration of its legal right to operate in the City of Baltimore, the Dockless Business shall have 72 hours to remove all Dockless Vehicles from City right-of-way and to cease operation or be subject to all appropriate legal remedies.

Pilot Agreement
Neutron Holdings, Inc. dba Lime, LLC
August 15, 2018

MBE/WBE PARTICIPATION: N/A

APPROVED BY:

APPROVED BY THE BOARD OF ESTIMATES:

Frank Murphy

Bonnie M. Taylor

FOL

Michelle Pourciau, Director
Department of Transportation

Clerk

AUG 22 2018

Date

MP/BS:vb

cc: Brenda Simmons
Theo Ngongang
Matthew Warfield
Colby McFarland

**PILOT AGREEMENT BETWEEN THE
BALTIMORE DEPARTMENT OF TRANSPORTATION
AND *dba*
Neutron Holdings, Inc. *dba* Lime**
**FOR THE TEMPORARY PERMITTED USE OF
PUBLIC RIGHT OF WAY FOR THE OPERATION OF A
DOCKLESS VEHICLE PROGRAM**

THIS PILOT AGREEMENT (“Agreement”) is entered into this 15 day of August, 2018, by and between the Mayor and City Council of Baltimore, a municipal corporation of the state of Maryland, acting by and through its Department of Transportation (collectively the “City”), and Lime, a LLC corporation (“Dockless Business”) duly registered to conduct business in Maryland.

WHEREAS, the Dockless Business has approached the City seeking the City’s approval of the deployment of a limited number of dockless, personal use bicycles or motorized scooters (collectively, the “Dockless Vehicles”), as fully defined below, within the City of Baltimore, and:

WHEREAS, the City is willing to allow the Dockless Business to deploy Dockless, Vehicles pursuant to the terms of this Agreement and in compliance with all applicable federal, state and local laws, rules and regulations (the “Pilot Project”), and:

WHEREAS, the Dockless Business will conduct this Pilot Project at absolutely no cost or expense to the City.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I. Purpose of Pilot Project and Agreement

The purpose of the Pilot Project is to allow the City to evaluate the potential benefits to the City and the feasibility of deploying Dockless Vehicles in the City for an extended period of time and over a greater geographic range than permitted by this Agreement. The City may enter into similar pilot agreements with other dockless business entities at its sole discretion and Dockless Business shall take no action to interfere with any other dockless vehicle pilot programs that the City may institute. The purpose of this Agreement is to establish rules and requirements for the Pilot Project that allows for the operation of a dockless bike share, dockless electric bike share, or dockless scooter share, or combination thereof, in the City. These rules and requirements are meant to ensure that the operation of such a system is consistent with the safety and wellbeing of all users of the public right-of-way, including

users of the system in question, bicyclists, pedestrians, motorists, and people accessing or using transit.

Article II. Definitions

For the purposes of the Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words 'shall' and 'will' are mandatory and 'may' is permissive. Words not defined shall be given their common and ordinary meaning.

A. Dockless Bike Share: means any system offering short term rental of bicycles that can be rented and returned throughout the City, as opposed to rental only being available from specific "docks." The bicycles in the system can lock themselves or have the capability to lock to bike racks. The term does not include a construction of special "docking locations" for its bicycles.

B. Dockless Electric Bike Share: means any system offering short term rental of bicycles with an electric motor that can be rented and returned throughout the City, as opposed to rental only being available from specific "docks." The bicycles must be able to lock themselves or have the capability to lock to bike racks. The term does not include a system that requires the construction of special "docking locations" or "charging locations" for its electric-assist bicycles.

C. Dockless Scooter Share: means any system offering short term rental of scooters with an electric motor that can be rented and returned throughout the City, as opposed to rental only being available from specific "docks." The scooters must be able to lock themselves or have the capability to lock to bike racks. The term does not include a system that requires the construction of special "docking locations" or "charging locations" for its scooters.

D. Dockless Business: means a Dockless Bike Share, Dockless Electric Bike Share, or Dockless Scooter Share program provided in Baltimore by a for-profit entity that has been approved to conduct business in Maryland.

E. Dockless Vehicles: means bicycles, motorized bicycles and motorized scooters that are components of a Dockless Bike Share, Dockless Electric Bike Share, or Dockless Scooter Share system.

Article III. Duration of Pilot Project

The duration of the Pilot Project shall be effective beginning August 15, 2018, extending through February 28, 2019. This Pilot Agreement shall be effective on the day and year first written above and shall terminate on the date the Pilot Project terminates. Upon expiration, the Dockless Business shall have no legal right to continue to operate in the City of Baltimore unless the City expressly permits the Dockless Business to continue to operate in the City. Upon expiration of its legal right to operate in the City of Baltimore, the Dockless Business shall have 72 hours to remove all Dockless Vehicles from City right-of-way and to cease operation or be subject to all appropriate legal remedies

Article IV. Permitting and Fees

- A. The execution of this Pilot Agreement by the Parties, along with the payment of \$15,000 and the fee provided in Paragraph C of this Section IV, shall permit the Dockless Business to conduct its business in Baltimore, provided the business is conducted in accordance with the provisions of this Pilot Agreement.
- B. The Dockless Business shall offer a low-income customer plan to any individual showing proof of receiving local, state or federal assistance. The low-income customer plan shall include waiving any applicable per ride Dockless Vehicle deposit, prepaid affordable multi-trip plans, or other approaches as approved by the DOT.
- C. During the term of this Agreement, the Dockless Business shall pay the City a daily fee of \$1.00 for each Dockless Vehicle operating in the City of Baltimore, the total of which shall be remitted monthly to the Director of Finance, along with any supporting data required by the Director of Finance. Failure to pay the fee within 10 days of the close of each month shall be cause for the immediate termination of this Agreement.

Article V. Operating Regulations

Upon receipt of all required permits, the Dockless Business may deploy Dockless Vehicles, provided the Dockless Business adheres strictly to the terms of this Agreement, and to all federal, state and local laws, rules and regulations regarding the operation of Dockless Vehicles, as well as with the following Operating Regulations for the duration of this Pilot Program.

A. Fleet Size and Composition

1. For the duration of this Pilot Project, the Dockless Business shall maintain a fleet of no more than 1,000 Dockless Vehicles of each type of Dockless Vehicle within the City of Baltimore (the Fleet).

B. Parking

2. When notified by the public, DOT staff or a designee, the Dockless Business will relocate Dockless Vehicles within 6 hours of receiving notification to address an overconcentration, broken Fleet vehicles, public access or safety concerns, or lack of Fleet vehicle availability in a broad area.
3. Dockless Business will provide DOT with an up to date contact who is reasonably available to DOT and is capable of rebalancing the Fleet within the City, in the following timeframes.
 - a. From 6:00 am to 6:00 pm on weekdays, not including holidays: within two (2) hours of receiving notice.
 - b. All other times: within 6 hours of receiving notice
4. All bicycles shall, at the minimum, meet the safety standards outlined in ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles.
5. It shall be the sole obligation of the Dockless Business to identify and comply with all applicable federal, state, local and industry safety standards, rules and regulations, applicable to the Dockless Vehicles deployed in the City. This requirement includes, but is not limited to, ensuring that all Dockless Vehicles have sufficient lighting and safety features to be operated at night or at other times of limited visibility.
6. All Dockless Vehicles shall have a sticker, decal, placard, or other permanently affixed source of the following information, for the public to make relocation requests or report other issues with the vehicles:
 - a. Name of company or entity that operates the Fleet
 - b. Toll-free phone number
 - c. Email address
7. All Dockless Vehicles shall have an operational kick stand or other structural feature, so that the vehicle can be stably parked upright, without needing to lean on any structure or object.
8. All Dockless Vehicles with electric assist shall be equipped with technology that enables reduction of top speed.

1. Dockless Vehicles may be parked in the City street, provided they are parked in accordance with City Code, Article 31, § 6-2.
2. Dockless Vehicles may be parked on sidewalks, provided they are parked in a manner that does not obstruct pedestrian passage but leaves a clear travel space for pedestrians of at least four (4) feet in width.
3. Dockless Vehicles may be parked on private property with the property owner's permission.
4. Dockless Vehicles may not be parked:
 - a. To impede entrances to private property or driveways;
 - b. To impede access to stairways, bus shelters, elevator entrances, and other Maryland Transit Administration and DOT assets;
 - c. To impede Baltimore Bike Share stations;
 - d. In tree pits, planting boxes, or planters;
 - e. In motor vehicle driving lanes or bike lands;
 - f. In designated paid parking spaces on the street; and
 - g. Where parking violates any federal, state or local law, rule, regulation or requirement
5. If the Dockless Business desires to park Dockless Vehicles in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Dockless Business must first obtain the right to do so from the appropriate City department, private 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. Any area outside of the public right-of-way where the Dockless Business wishes to park Dockless Vehicles must still be generally accessible to the public from the public right of way (for example: not in a locked garage).
6. DOT reserves the right to prohibit the parking of Dockless Vehicles on certain block faces or in certain locations, in the future.
7. DOT reserves the right to mandate parking Dockless Vehicles of a Dockless Business within specific geographical area, including geo-fenced "virtual station areas," as determined by DOT. Any associated expense shall be borne solely by the Dockless Business and at no cost to the City.

C. Riding Dockless Vehicles

- a) Poppleton/The Terraces/Hollins Market
- b) Upton/Druid Heights
- c) Oldtown/Middle East
- d) Cherry Hill
- e) Greenmount East
- f) Southwest Baltimore
- g) Southern Park Heights
- h) Madison/East End
- i) Sandtown-Winchester/Harlem Park
- j) Pimlico/Arlington/Hilltop
- k) Penn North/Reservoir Hill
- l) Clifton-Berea

identified CSAs include:
least 1.5% of the Dockless Vehicle Fleet located on a daily average in each CSA. The located on a daily average in the identified Community Statistical Areas (CSA), with at least 25% of the Dockless Vehicle Fleet shall be and moderate-income residents. At least 25% of the Dockless Vehicle Fleet shall be customers have reasonable and consistent access, and to not discriminate against low- 3. The Dockless Business shall deploy and redistribute Dockless Vehicles to ensure number for the reporting of safety concerns and complaints, or the asking of questions. 2. The Dockless Business shall maintain a 24-hour staffed customer service phone 1. The Dockless Business shall provide appropriate user education to explain proper riding and parking to all customers and potential customers.

D. Operations and Communication

2. The Dockless Business shall take all steps necessary to ensure that its Dockless Vehicles are operated in strict accordance with the terms of the rental agreement, or other rental conditions, to which Dockless Business customers are required to comply with prior to or while operating a Dockless Vehicle including, but not limited to, terms relating to licensing, age requirements, vehicle operation and parking, safety gear and clothing.

- 1. Dockless Vehicles must be ridden to comply with all local, state and federal laws. This Agreement calls special attention to the following:
 - a. Dockless Vehicles may not be ridden on sidewalks.
 - b. Dockless Vehicles may not be ridden without helmets by persons under 16 years of age.

- m) Brooklyn/Curtis Bay/Hawkins Point
- n) Greater Charles Village/Barclay
- o) Washington Village/Pigtown

4. When deploying or rebalancing Dockless Vehicles, the Dockless Business shall not place more than three Dockless Vehicles of the same type per block face.
5. The Dockless Business will not use the name or logo of DOT or other Baltimore City departments or agencies to state or imply sponsorship or support of the Dockless Business's company, without prior written permission.
6. The Dockless Business shall not use its Dockless Vehicles, kiosks, or any other equipment for the sale or display of third party advertising.

E. Data Availability and Management

The Dockless Business shall provide a publicly accessible application program interface that shows, at a minimum, the current location of any Dockless Vehicles available for rental at all times. Data concerning Dockless Vehicles must be in General Bikeshare Feed Specification format, or other standard format that the Dockless Business uses.

F. Reporting

1. The Dockless Business shall provide a weekly report to the Department of Transportation's Transit Bureau. Reports shall be forwarded to Matt.Warfield@baltimorecity.gov.
2. The weekly report shall include:
 - a. Number of rides of Dockless Vehicles in the past week
 - b. Number of Dockless Vehicles in service each day of the past week.
 - c. Anonymized origin/destination data in map form, from all uses of Dockless Vehicles in the past week.
 - d. A point-map of the location of all Dockless Vehicles at some point between 5 AM and 7 AM and 7 PM and 9 PM of each day
 - e. Report on any crashes occurring involving Dockless Vehicles in the past week.
 - f. Report on any instances of Fleet rebalancing due to customer or DOT request in the past week.
 - g. Summary report of vandalism or theft, and the information needed to access any police reports filed in the past week.

A. The Dockless Business shall indemnify, defend and hold harmless the City, its elected and appointed officials, departments, agencies, employees, agents, and all other representatives together with all officers, directors, employees, agents and representatives of any of them (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all claims, demands, suits, causes of action, expenses or other liability of whatsoever kind or nature, whether in contract or tort, and by whomsoever brought, including without limitation reasonable attorney fees, fees for outside consultants,

Article VII. Indemnification, Release and Warranties

5. To the extent of the Dockless Business's negligence, the Dockless Business's insurance coverage shall be primary insurance as respects the City, its elected and appointed employees and agents. Any insurance and/or self insurance maintained by the City with its elected appointed officials, employees and agents, shall not contribute with the Dockless Business's insurance or benefit it in any way.

4. The City, its elected/appointed officials, employees, and agents shall be covered, by endorsement as additional insured as respects to liability arising out of activities performed by or on behalf of the Dockless Business in connection with this Agreement.

3. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.

2. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. Such insurance shall include contractual liability insurance.

1. Worker's Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal law or the laws of other States.

The Dockless Business shall procure and maintain during the life of this agreement, the following required insurance coverage;

Article VI. Insurance

h. Report showing daily average location of fleet to address Article V, Section D (3) for the past week.

contractors and experts, and court costs, threatened or brought against any of the Indemnified Parties arising out of or relating to, or alleged to arise out of or relate to, any direct or indirect act or omission of the Dockless Business and its officers, directors, employees, agents, subcontractors, suppliers and other representatives for which it is responsible by Contract or by law except to the extent actually caused by the negligence and/or intentional wrongdoing of one or more of the Indemnified Parties hereunder. The Dockless Business's obligations under this provision shall not be limited or defined in manner whatsoever by the amount of insurance required by this Agreement. The rights of the Indemnified Parties under this provision shall not be diminished, waived, discharged or released, in whole or in part, by the exercise of any other remedy allowed by law or other provisions of this Agreement. The requirements of this indemnification provision shall survive the termination of this Agreement. The City agrees to provide notice to Dockless Business prior to resolution or settlement of claims for which it will seek indemnification.

- B. The Dockless Business, for itself, its' officers, directors, employees, agents and all other representatives of the Dockless Business hereby releases, waives, holds harmless and forever discharges the City, and its elected and appointed officials, departments, agencies, employees, agents, design professionals, project inspectors, separate contractors and consultants, and all other representatives together with all officers, directors, employees, agents and representatives of any of them (hereinafter collectively referred to as the "Released Parties") from and against any and all actions, causes of action, damages, liability, obligations, rights, torts, wrongs and claims, including but not limited to claims of death and personal injury, regardless by whosoever brought, in any way related, directly or indirectly, to the Pilot Program and the Dockless Business's deployment, operation and maintenance of any Dockless Vehicles in the City, except to the extent actually caused by the sole negligence and/or intentional wrongdoing of the City. The Dockless Business covenants not to make or bring any such claims against the City or the Released Parties, and hereby releases and forever discharges the City and the Released Parties from any and all liability under such claims.
- C. The Dockless Business warrants that all Dockless Vehicles deployed by it in the City shall be designed, constructed and maintained so as to be free of any defects in materials or workmanship and shall at all times be safe for members of the public to use in the ordinary course of usage.

Article VIII. Termination

If at any time during the term of this Agreement, the City is not satisfied with its evaluation of the Dockless Vehicles or other operations of the Dockless Business, it shall have the sole right

E. Counterparts and Facsimile Copies. This Agreement may be executed and approved in any number of counterparts, each of which shall be considered an original for all

D. Governing Law. The validity and construction of this Agreement or of any of its terms or provisions shall be determined under the laws of the State of Maryland, regardless of any principles of conflicts of laws or choice of laws of any jurisdiction.

C. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. If any provision of this Agreement shall be found to be null, unlawful, void, or inoperative for any reason, such provision shall be struck from this Agreement and otherwise the Agreement shall continue in full force and effect.

B. No Waiver. Unless otherwise stated in this Agreement, the Parties recognize, acknowledge, and agree that the failure by either Party to enforce any term of this Agreement shall not constitute a waiver of any rights or deprive either Party of the right to insist thereafter upon strict adherence to that or any other term of this Agreement, nor shall a waiver of any breach of this Agreement constitute a waiver of any preceding or succeeding breach. No waiver of any of the provisions of this Agreement, unless expressly stated otherwise in this Agreement, shall be valid and binding unless it is in writing and signed by the Party against whom it is sought to be enforced.

A. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. Neither Party shall assign any part of this Agreement without 30 days written notice from either Party and consent of the other Party.

Article XI. Miscellaneous Provisions

The Dockless Business agrees that it shall be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on company assets and their use.

Article X. Taxes and Fees

B. The Dockless Business must comply with the applicable licensing and registration requirements within the State of Maryland

A. Prior to permit issuance, the Dockless Business must comply with all applicable State and Federal laws.

Article IX. State and Federal Laws and Regulations

to terminate this Pilot Agreement. In such an event, the Dockless Business shall remove from service all of its Dockless Vehicles at its sole cost and expense.

purposes; provided, however, that all such counterparts shall together constitute one and the same instrument. Each Party's facsimile execution or approval on any counterpart of this Agreement,

1. Shall be deemed an original execution or approval of the applicable Party;
2. Shall be binding on the applicable Party for all purposes; and
3. May be relied upon by the other Party as being authorized and authentic.

F. Entire Agreement; Modification; Interpretation. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by each Party. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, notwithstanding any statutory or common law provisions which would suggest otherwise.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW**

CLERK DATE AUG 22 2018
Barbara D'Angelo

CHIEF CITY SOLICITOR
[Signature]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
ESTIMATES APPROVED BY THE BOARD OF

NAME: Andrew Savage
TITLE: VP, Government Relations

BY: *[Signature]*
(SEAL)

8/15/18

[Signature]

WITNESS/ATTEST:

CUSTODIAN OF THE CITY SEAL *FOR* MICHELLE POURCIAU, DIRECTOR
DEPARTMENT OF TRANSPORTATION

Alternate

BY: *Frank Murphy*

[Signature]

MAYOR AND CITY COUNCIL OF
BALTIMORE

ATTEST:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the
day and year first written above.