

**AGREEMENT FOR OPERATION OF SHARED MOBILITY DEVICES
WITHIN THE COUNTY OF LOUDOUN**

Between
[Name of Company]
And
Loudoun County, Virginia

THIS AGREEMENT made this ____ day of _____, 20__, by and between [Name of Company], whose mailing address _____ (hereinafter "**Operator**") and County of Loudoun, Virginia, a body corporate and politic (hereinafter "**County**"),

RECITALS

WHEREAS, Virginia Code § 46.2-1315 authorizes the County to require a license for, and establish a pilot program to regulate, the operation of shared mobility devices (hereinafter "SMDs") for hire, provided such regulation or administrative action is consistent with the provisions of Title 46.2 of the [Code of Virginia](#); and

WHEREAS, the County established a Pilot Program (hereinafter "Pilot Program") on December 3, 2019 with a service area of approximately 3-miles radial distance from the Metrorail Stations, as depicted in Appendix 1 (hereinafter "Service Area"), and a maximum of 1,000 SMDs across all SMD types and operators. The Pilot Program requires companies wishing to deploy SMDs to apply for a Shared Mobility Device Permit (hereinafter "Permit") agree to the terms and conditions herein. It further establishes a methodology for communities within the County to restrict SMD operations. The purpose of the Pilot Program is to assess the viability of the operation of SMDs within the County and to establish the parameters that will allow SMDs to operate effectively, to provide residents and visitors with additional transportation options to support economic activity within the County with improved access and to maintain public safety, in the County; and

WHEREAS, the purpose of this Agreement is to allow Operator to participate in, and operate under, the Pilot Program and ensure that Operator's SMDs, which include for hire motorized skateboards or scooters, bicycles, or electric power-assisted bicycles, are used and parked appropriately without impeding bicyclist, pedestrian or vehicular access and/or otherwise negatively impacting the use and safety of public rights-of-way, and appurtenant facilities, within Loudoun County; and

WHEREAS, the County’s Department of Transportation and Capital Infrastructure (hereinafter “Department”) shall be the primary entity to enforce the conditions set forth in this Agreement; and

WHEREAS, Operator desires to participate in, and operate under, the Pilot Program in the County;

NOW, THEREFORE, based upon the above recitals, Operator agrees to the following terms and conditions:

Article I. Responsibilities of Operator

A. ***Performance Requirements***: Operator shall, in good faith, cooperate and communicate with the Department and the public to work toward a successful, safe, and sustainable Pilot Program, conforming to all applicable federal, state and local laws, permit requirements, and the performance responsibilities outlined below:

1. **Authorization to Operate**

a. Prior to operating within the County, Operator shall execute a copy of this Agreement; complete and submit to the Department the completed Permit Application for its review and approval; and pay the required annual permit fee.

2. **Service Management and Department Communication**

a. ***Operator Point of Contact***: Upon executing this Agreement, and as part of its permit application, Operator shall provide to the Department a point of contact (hereinafter “OPOC”). The OPOC shall have responsibility for, and control over, the services provided by the Operator in this Agreement for the duration of the valid Permit. If Operator changes its OPOC during the valid Permit, the Department must be notified within twenty-four (24) hours of the new OPOC’s contact information.

b. ***Staffed Operations Center***: Operator shall have a staffed operations center physically located in Loudoun County, Virginia. Upon executing this Agreement, and as part of its permit application, Operator shall disclose to the Department the location of its local operations center(s).

c. ***Operator Contact Information***: While the Permit is in effect, and as part of its permit application, Operator shall maintain on file with the Department current postal address, telephone and cellular numbers and email address contact information for the following personnel:

- (1) Operator’s local general manager;
- (2) A local fleet operations manager;
- (3) A parking issues manager;
- (4) A data collection and reporting contact person;
- (5) A 24-hour contact person or persons, if different from above.

- (6) Other key personnel as defined in the County-approved plans provided as part of this Agreement.
- d. ***Receipt of Notification***: The Operator is deemed to have received notice of a communication under this Agreement when the sender transmits the communication by any of the methods Operator provides to the County or to the public, except postal delivery, and the sender does not receive prompt notification that the transmission has failed to reach the Operator.
 - e. ***Pre-Launch Meeting***: Operator shall meet with the Department in person at least one (1) week prior to launch date,
 - f. ***Monthly Status Meetings***: Operator shall meet with the Department in person or by phone monthly thereafter throughout the duration of the valid Permit.
 - g. ***Service Status and Issues Meetings***: The Operator representatives shall meet with the Department upon request within three (3) business days to review service status and issues.
 - h. ***Non-emergency or Non-critical Issues Response Time***: The OPOC shall respond in writing within twenty-four (24) hours regarding non-emergency or non-critical issues (defined herein) or questions raised by the County.
 - i. ***Critical Issue and Emergency Response Time***: The OPOC shall adhere to the response times specified in the County-approved Critical Issue and Emergency Response Plan (defined herein).
3. County Resident and Customer Communications
- a. ***Customer Service Telephone Number***: Operator shall have a customer service phone number for reporting safety concerns, complaints, and questions that is live twenty-four (24) hours a day.
 - b. ***Customer Service Web Module***: Operator's website will contain a customer service module for reporting safety concerns, complaints, and questions that is live 24 hours a day.
 - c. ***Operator Website***: Operator shall maintain a website on which they provide their customer service web module (as defined herein), pricing structure, sample customer user agreements, privacy policies and terms of service, an online Web-based application that shows the current location of the Operator's available equipment for rental,
 - d. ***Operator Website Accessibility***: Operators shall equip their website with accessible features for people with disabilities including adding a text equivalent to every image, posting documents in text-based formats in addition to PDF, allowing colors and font settings to be altered by a user's web browser and operating system, including audio descriptions and captions in posted videos.

- e. **Operator Response to Reports:** Operator shall respond within twenty-four (24) hours to all inquiries transmitted via phone or website.

4. Fleet Requirements

- a. **Bicycle Standards:** Bicycles shall meet the federal standards under the Code of Federal Regulations (CFR) [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](https://www.gpo.gov/fdsys/pkg/CFR-1998-title16-vol2/xml/CFR-1998-title16-vol2-part1512.xml).¹
- b. **Electric Bicycle Standards:** Any electric bicycles used by Operator with a valid 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 non-electric power-assisted bicycles. Electric bicycles shall have fully operable pedals that allow propulsion by human power, an electric motor with an input of no more than 1,000 watts, and a top motor-powered speed not to exceed fifteen (15) miles per hour (mph) when operated by a rider weighing 170 pounds. Additionally, the 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 the County and/or Virginia Department of Transportation (VDOT) to be unsafe for public-use.
- c. **Electric Skateboards and Electric Scooters Standards:** Any electric skateboards or electric scooters used by Operator with a valid permit issued under this Pilot Program shall meet the definition of “motorized skateboard or 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 ten (10) mph when operated by a rider weighing 170 pounds. The County reserves the right to terminate any permit issued under this Pilot Program if the battery or motor on an electric skateboard or electric scooter is determined by the County and/or VDOT to be unsafe for public-use.
- d. **Headlight and Taillight Requirement:** Operator shall comply with Virginia Code §[46.2-1015](#) requiring both headlight and taillight.
- e. **Standing Lights Requirement:** 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.
- f. **Braking Requirement:** All SMDs shall have brakes.
- g. **Bell Requirement:** All SMDs shall have a bell.
- h. **GPS Requirement:** All SMDs shall be equipped with a Global Positioning Satellite (hereinafter “GPS”) tracker or another tracking technology that is capable of recording and transmitting the device’s location at the following times:

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

- (1) When Operator deploys or removes the device;
 - (2) When Operator places the device in maintenance mode (as defined herein);
 - (3) When a trip begins or ends;
 - (4) At least once every three (3) minutes, if the device is being rented; and
 - (5) At least once every thirty (30) minutes, if the device is deployed and is not being rented.
- i. **GPS Accuracy:** As part of its permit application Operator shall submit and, while the Permit is in effect, Operator shall maintain on file with the Department the geographic accuracy of the GPS tracker and/or other tracking technology currently equipped on their fleet vehicles.
 - j. **Device Security:** SMDs may self-lock or lock to a fixed object. No device or device security alert component may contact law enforcement without human verification or represent to any person that it has the capability to contact law enforcement without human verification.
 - k. **Maintenance Mode:** SMDs shall be equipped with technology that allows Operator to place the device in a maintenance mode that remotely suspends new rentals of the device when Operator has received a report or otherwise believes the device is unsafe to operate.
 - l. **SMD Operator Markings:** Operator's logo, unique identifying number for the device, customer service telephone number and website shall be permanently affixed to each SMD in the County so that the information is:
 - (1) Clearly visible in English to a person standing within five (5) feet of the device.
 - (2) Also available in a tactile manner to enable blind and visually-impaired individuals to identify the ownership of each vehicle and provide for their direct communication with the Operator via telephone, email or website. This information shall be affixed so that a person of average height can feel the information while standing.
 - m. **SMD Safety Language Markings:** Prior to deploying SMDs in the County, Operator shall permanently affix visible safety language on its SMDs, which shall include content that addresses the following education topics:
 - (1) Helmet wearing
 - (2) Yield to pedestrians
 - (3) Follow traffic rules
 - (4) Report maintenance problems to Operator;
 - (5) Park Responsibly.
 - n. **Department Approval of SMDs:** Operator shall not deploy any device or device component before receiving approval from the Department. To obtain approval, Operator shall:

- (1) Furnish design specifications, any applicable certifications of compliance with safety standards, and illustrative images of the device or device components including Operator and safety language markings,
- (2) Inform the Department of the maximum operating speed and how this will be governed through technology; and
- (3) Provide the stopping distance, and supporting documentation, of the device at maximum operating speed when operated by a rider weighing 170 lbs.
- (4) Upon request by the Department, the Operator shall provide a demonstration the use of the same model proposed for deployment, support testing of trips through the app, cash methods and 'self-help' activities, and demonstrate geofencing technology that encourages, discourages and prohibits, trips ending/parking in and/or travel through geofenced locations.

5. Fleet Size

- a. **Maximum Permitted Fleet Size:** As part of its permit application, Operator shall limit the requested fleet size to at or below 250 SMDs.
- b. **Deployed Fleet Size:** Operator shall maintain the number of SMDs in use and/or available for use within the County within twenty-five percent (25%) to one hundred percent (100%) of their permitted fleet size, except during periods outlined in the County-approved Critical Issue and Emergency Response Plan (as described herein) or during periods corresponding to County events (as described herein).

6. Operations

- a. **Service Area Information:** As part of its permit application, Operator shall submit and, while the Permit is in effect, Operator shall maintain on file with the Department a map illustrating:
 - (1) the service area
 - (2) areas where riding and/or parking is encouraged,
 - (3) areas where riding and/or parking is discouraged,
 - (4) areas where riding and/or parking is prohibited, and
 - (5) areas where maximum operating speed has been limited as part of a community action plan.
- b. **Geofencing Demonstration:** Upon request by the Department, Operator shall demonstrate that it can employ geofencing technology to encourage, discourage and prohibit trips ending/parking in and/or travel through geofenced locations, and limit maximum operating speed.
- c. **Establishing Geofenced Areas:** Operator shall geofence SMD parking corrals, special parking zones, or other locations at the County's request and employ

geofencing technology to limit maximum operating speeds and/or to encourage, discourage and prohibit trips ending/parking in and/or travel through geofenced locations as specified by the County.

- d. ***Lists of Critical and Non-Critical Issues:*** Prior to deploying SMDs in the County, Operator shall develop and, while the Permit is in effect, Operator shall maintain a County-approved list of critical issues and emergency situations and a County-approved list of non-critical and non-emergency issues.
- e. ***Critical Issue and Emergency Response Plan:*** Prior to deploying SMDs in the County, Operator shall develop and, while the Permit is in effect, Operator shall implement a County-approved Critical Issue and Emergency Response Plan, with methodology for addressing, response times and points of contact, to address critical issues or emergency situations such as, but not limited to, tornadoes, floods, and winter storms, a hazardous materials spill, failure of a utility system, or an act of terrorism.
- f. ***SMD Removal for Events:*** Upon the request of the Department due to emergency, severe weather, construction, parade, public gathering, or other situations affecting the normal operation of the right-of-way including sidewalks and trails, Operator shall collect and secure all of, or a portion of, Operator's owned or controlled SMDs to a location outside of the public right-of-way or to a location that does not otherwise impede access and response to the situation for its duration.
- g. ***Distribution and Rebalancing Plan:*** Prior to deploying SMDs in the County, Operator shall develop and, while the Permit is in effect, Operator shall implement a County-approved Distribution and Rebalancing Plan. . The plan shall, at a minimum, contain a map illustrating the general deployment locations within the service area, outline a methodology for rebalancing SMDs, specify the proposed hours of operation, and include a methodology for adjusting deployment and rebalancing in response to observed usage patterns.
- h. ***Regular Inspections:*** At locations specified by the Department, upon County request. Operator must regularly inspect SMDs.
- i. ***SMD Retrieval:*** Operator must retrieve submerged and other hard-to-reach devices.
- j. ***Self-Help Mode:*** Prior to deploying SMDs in the County, Operator will provide and while the Permit is in effect, Operator shall support the use of an app, code or similar functionality that selected personnel at the County, VDOT and/or other local government agencies may use to unlock an SMD, move it a short distance, and relock it without charge. If "Self-Help Mode" is requested for a device in "Maintenance Mode", Operator shall remove the SMD within two (2) hours of the request.

k. **Notification of Operations in Neighboring Jurisdictions:** As part of its permit application, Operator shall notify the Department of current or planned operations in other localities in Northern Virginia as it relates to service areas adjacent to the County and indicate how these adjacent operations will affect service in the County

7. SMD Maintenance

- a. **SMD Condition:** Operator shall ensure each SMD deployed is fully operable, free of defects and conforms to all applicable federal and state device and safety standards, including those set forth herein.
- b. **Device Maintenance and Recharging Plan:** As part of its permit application, Operator shall submit a device maintenance and recharging plan that includes how maintenance, repair and recharging issues are identified and addressed. While the Permit is in effect, any iterations/updates to that plan shall be submitted to the Department so that a current maintenance and recharging plan can be kept on file.
- c. **Maintenance Response:** If SMDs are reported to no longer meet the conditions described in Article I.A:6a, SMD Condition, Operator shall immediately place the device in Maintenance Mode. Within twenty-four (24) hours SMDs shall be removed by the Operator.

8. Parking

- a. **Operator Parking Responsibility:** Operator shall ensure that its SMDs are parked in accordance with the terms and performance measures outlined in this Agreement, and in compliance with all state and local laws.
- b. **Parking Restrictions:** Operator shall work to ensure that its SMDs are parked in a manner that does not:
 - (1) Impede pedestrian and bicycle access;
 - (2) Obstruct access to fire hydrants and valves, maintenance holes, 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 including mailboxes;
 - (3) Damage any property, including but not limited to, landscaping, street trees or other aesthetic features; and
 - (4) Interfere with vehicular, pedestrian and bicycle traffic, and transit stop or Metrorail operation.
 - (5) Impede navigation by people who are blind or have visual impairments.

- c. **Parking Technical Solutions:** Operator shall continue developing and implementing technical solutions to ensure proper parking behavior as described herein.
- d. **Parking Plan:** On block-faces for which, in a one (1) month period, there are:
 - (1) Twenty-five (25) days in which thirteen (13) or more of Operators' SMDs are simultaneously parked on the block face.
 - (2) Ten (10) days in which twenty-six (26) or more of Operators' SMDs are simultaneously parked on the block face

In cases as described (1) and (2) above, Operator(s) shall work with the Department to develop and implement a parking plan, which may include required deployment locations and/or corrals. Operator(s) shall be responsible for obtaining the necessary state and/or local permits for creation of the parking corral and implementing and maintaining signage and pavement markings outlined in the plan.
- e. **Parking Response Times:** Within two (2) hours of reporting by the County or others, Operator shall remove its SMDs parked in violation of the parking requirements outlined herein, or otherwise in conflict with applicable laws and regulations, or in violation with other SMD or bicycle parking standards.
- f. **Irretrievable Devices:** If the Operator is unable to respond within the required response time stated in this Agreement, the Operator shall:
 - (1) Notify the Department of the irretrievable device.
 - (2) Remove the device within forty-eight (48) hours; and
 - (3) Bear all expenses related to the removal of the device, including any other costs incurred by the County and/or others;
- g. **Parking on Private or Federal Property:** Any SMD parked on private or federal property is subject to the requirements of that property owner. If the property owner requests removal of an SMD, Operator shall address the removal of that SMD from the property within two (2) hours from notice.
- h. **"No Parking" Hours:** Operator will check whether its SMDs are parked at locations with specified "No Parking" hours during those "No Parking" hours and be prepared to remove its SMDs prior to the beginning of the "No Parking" hours.
- i. **Idle SMDs:** Operator shall remove or relocate SMDs idle or parked in one location in the public right-of-way longer than five (5) consecutive days.
- j. **County Removal:** The County may remove SMDs when in violation of any parking requirements as described herein. For all SMDs removed by the County, Operator shall be responsible for its pick up within fifteen (15) days and pay all costs associated with the removal and storage of the devices, in

addition to any applicable fines or fees, or other penalties as appropriate under applicable law. Subject to applicable laws and regulations, the County shall consider Operator's SMDs abandoned if not picked up within fifteen (15) day period and may dispose of them in accordance with [Loudoun County Ordinance 602, Abandoned, Inoperable and Unattended Vehicles](#).

9. Rider Service Provisions

- a. **Low-Barrier Rental Methods:** Operators must provide at least one low-barrier rental method for people who don't have a smartphone or bank account. As part of its permit application, Operator shall submit step-by-step instructions for its low-barrier rental methods. While the Permit is in effect, any iterations/updates to low-barrier rental methods instructions shall be submitted to the Department so that a current set of instructions can be kept on file.
- b. **Minimum Age:** Operator shall require and ensure that the minimum age for any rider of SMDs is at least fourteen (14) years of age, unless under the supervision of a person who is at least eighteen (18) years of age, in accordance with [§46.2-908.1 of the Code of Virginia](#).
- c. **Helmet Use:** Operator shall require and ensure that riders under the age of fifteen (15) wear a protective helmet while operating an SMD in accordance with [Loudoun County Ordinance 462.03, Use Of A Protective Helmet While Operating A Bicycle Or Similar Motorized Device](#).
- d. **Pricing Structure:** As part of its permit application, Operator shall disclose their pricing structure to the Department. While the Permit is in effect, any alterations/updates to their pricing structure shall be submitted to the Department. Operator must disclose their pricing structure to customers before the customer rents a device, including all rates, fees, surcharges, penalties and other costs the customer may incur by renting the SMD. Pricing structure must be up-to-date at all times on the Operator website.
- e. **Customer User Agreements, Privacy Policies and Terms of Service:** As part of its permit application, Operator shall submit a copy of their User Agreements, Privacy Policies, and Terms of Service. While the Permit is in effect, Operator shall submit to the Department any iterations/updates to these documents.
- f. **Parking Instructions in Customer Terms of Service:** The Operator shall include language in the terms of service of any contract with its customers to inform them of the following parking requirements:
 - (1) The SMD must be parked upright.
 - (2) Only park the SMD in designated bike/scooter-share parking areas, public bike racks, public bike/scooter corrals or on hard surfaces in the landscaping/furniture zone of sidewalks (the part of the sidewalk with

trees, poles, parking meters, mailboxes and other fixtures). If parking in the landscaping/furniture zone of sidewalks, make sure to:

- (a) Park in a space more than three (3) feet wide
 - (b) Leave at least six (6) feet clear for pedestrians to pass.
 - (c) Park such that the SMD does not block access to buildings ingress/egress, driveways, benches, parking pay stations, bus stops, hydrants, mailboxes, maintenance holes, etc.
 - (d) Park such that the SMD does not extend over the face of the curb.
 - (e) Avoid damaging landscaping, including grass.
- (3) Do not park on corners, driveways, or curb ramps blocking pedestrians' pathway or motorists' line of sight.
 - (4) Do not park against buildings as doing so impedes navigation by people who are blind or have visual impairments.
 - (5) Do not park at locations with specified "No Parking" hours during those "No Parking" hours;
 - (6) Do not park in someone else's way, and do not hide the SMD where other potential users cannot find it.
- g. **Operator Data Disclosure:** Operator shall disclose to each rider at least once during the Pilot Program the types of data it collects from riders and devices and the types of data Operator reports to others.
- h. **Rider Education Plan:** While the Permit is in effect, Operator shall be solely responsible for educating its customers regarding the proper use, operation and parking of their SMDs. Prior to deploying SMDs in the County, Operator shall develop and implement a County-approved rider education plan that shall include, at a minimum:
- (1) Rider notification and education regarding:
 - (a) How to rent their SMDs, including the concept and basics of device sharing, their service model, types of SMDs offered, pricing policies, and all rental methods;
 - (b) Traffic and riding laws and rules;
 - (c) Rules for parking the device safely and conscientiously
 - (d) Other County and state regulations applicable to operating SMDs in the County;
 - (e) Recommended practices for safely riding and parking the SMD; and
 - (f) Any other appropriate instructions.
 - (g) How to report maintenance and parking issues.
- At a minimum, this information must be available through the mobile app and website for the service.

- (2) The Operator’s proposed device signage and strategies for overcoming knowledge and language barriers.
- (3) How any “preferred parking areas” and “prohibited areas” will be identified in the app, if and when they are developed.
- (4) How this information will be conveyed through third-party vendors.
- i. **Non-Compliant Behavior Response Plan:** Prior to deploying SMDs in the County, Operator shall develop and, while the Permit is in effect, implement a County-approved response plan to address noncompliant parking and operating behavior. The non-compliant parking response plan shall include:
 - (1) Informational and technological methods employed by the Operator regarding the promotion of good parking behavior and
 - (2) Supporting illustrations or examples of the operator’s targeted response to individual riders whose rides correspond to repeated reports or observances of parking in violation of the terms of this Agreement and with all State and local laws.

10. Data

- a. **Monthly Report:** Without prejudice to Operator rights and interest to its commercially privileged and sensitive information, Operator shall provide to the County the following data in a Monthly Report by the 15th of each month for the previous month’s activity:
 - (1) Total active customers who reside in the County
 - (2) The number of unique customers who used Operator’s SMDs within the County during the reporting period.
 - (3) Total number of SMDs owned or deployed by the Operator in the County.
 - (4) Largest number of SMDs simultaneously in use/available for use, reported for each day,
 - (5) Smallest number of SMDs simultaneously in use/available for use, reported for each day,
 - (6) **Trips Data:** Raw data for all completed trips starting and/or ending in the County, to be reported as a .csv file titled [operator]-trips-[date].csv, where date corresponds to the 4-digit year and 2-digit month of the period covered by the file (not the period when the file is submitted), using the following schema:

Field	Element	Data Type	Description
T1	Trip ID	String	A unique identifier that identifies the trip. The identifier should be permanently unique, not just within the reporting period.

T2	SMD ID	String	A unique identifier for the SMD. Should be the same ID used throughout reporting requirements.
T3	Start Time	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	The date and time that the trip began (e.g., 2018-06-30T20:06:06-05:00).
T4	End Time	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	The date and time that the trip concluded (e.g., 2018-06-30T20:06:06-05:00).
T5	From Latitude	Latitude (WGS84)	Latitude of where the trip began.
T6	From Longitude	Longitude (WGS84)	Longitude of where the trip began.
T7	To Latitude	Latitude (WGS84)	Latitude of where the trip ended.
T8	To Longitude	Longitude (WGS84)	Longitude of where the trip ended.
T9	Trip Distance	Numeric (feet)	The amount of distance the bicycle traveled during the course of the trip.
T10	Admin Unlock	Boolean	An indication of whether the 'trip' was the result of the 'self-service' functionality.
T11	Equity	Boolean	An indication of whether the trip is part of the reduced-fare program.

For the purpose of this file, a trip is a transaction with a single rider. Trips in progress at the end of the reporting period should be held for the next report.

- (7) Summary Trips data including:
 - (a) Daily number of the Operator’s SMDs in use in the County
 - (b) Largest number of SMDs simultaneously in use, reported for each day,
 - (c) Average trip duration, in minutes
 - (d) Average distance of trips, in miles
 - (e) Total distance of trips, in miles
 - (f) A map of trip route data for all trips starting, ending, or passing through the County, by month, identifying, separately, administrative unlocking and reduced-fare trips.
- (8) **Reports Data:** Raw data for all reports, violations, and complaints submitted to the company by customers, other members of the public, Loudoun County Sheriff’s Office (LCSO) or other County representatives even if the report cannot be verified or was an invalid complaint. Violations observed by the Operator resulting in removal/relocation of SMDs shall also be

included. Operator shall report this data as a .csv file titled [operator]-reports-[date].csv, where date corresponds to the 4-digit year and 2-digit month of the period covered by the file (not the period when the file is submitted), using the following schema:

Field	Element	Data Type	Description
R1	Report ID	String	A unique ID for the report. IDs should be permanently unique, not just unique within the reporting period.
R2	Date and time reported	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	The date and time of when the report was reported to the company (e.g., 2018-06-30T20:06:06-05:00).
R3	Description	String	A text description of the alleged violation, complaint, comment, or other report.
R4	Response Time	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	The date and time of the response (inspection and/or SMD removal/relocation)
R4	Corroboration	Boolean	An indication of whether the report has been confirmed to be valid
R5	Resolution	String	A text description of the action taken or other resolution by the company. To the extent possible, distinguish between reports determined to be unfounded and reports whose validity could not be determined (e.g., report of inappropriate bicycle return for a bicycle rented again before the company could investigate).
R6	Latitude	Latitude (WGS84)	Latitude of the location of the alleged violation or other subject of the report, if it is possible to determine.
R7	Longitude	Longitude (WGS84)	Longitude of the location of the alleged violation or other subject of the report, if it is possible to determine.
R8	Trip ID	String	A unique ID for the trip. Should be the same ID used in the Trips Data, if possible to determine.

- (9) Summary of Reports data including:
 - (a) Daily number of reports: total, and those corresponding to:
 - i. Incorrectly parked SMDs,
 - ii. Speeding,
 - iii. Not yielding to pedestrians, and
 - iv. Other complaints
 - (b) Number of SMDs removed due to violations
 - (c) Number of inspections conducted due to parking reports in which no action was required

- (d) Number of inspections conducted in which the Operator is unable to locate the SMD, it is irretrievable and/or the Operator is unable to respond to the report within the 2-hour response window.
 - (e) Operator’s mean and median response times to reports received:
 - i. Regarding devices reported to be an obstruction hazard;
 - ii. Regarding devices not reported to be an obstruction hazard;
 - iii. Regarding devices reported to not be in good working order;
 - iv. Regarding devices reported to be unsafe to operate.
 - (f) A brief description of any significant parking issues, trouble spots, or problems with Operator’s reporting system or response efforts.
 - (g) Number of reports attributable to customers with repeated violations
- (10) **Crashes Data:** Data for all crashes involving SMDs during the reporting period must be reported with the following file name `[operator]-crashes-[date].csv` and reported using the following schema:

Field	Element	Data Type	Description
C1	Crash ID	String	A unique ID for the Crash.
C2	Trip ID	String	A unique ID for the Trip. Should be the same ID used in the Trips file. To be reported if the crash occurred while the SMD was in use.
C3	SMD ID	String	A unique Operator-assigned ID for the SMD. Should be the same ID used in the Trips file.
C4	Crash Date/Time	ISO 8601 (YYYY-MM-DDTHH:MM)	The date and time of when the crash occurred (e.g., 2018-06-30T20:06).The timestamp (seconds) is not required. If crash occurred when SMD was parked and is unknown, report time discovered.
C5	Latitude	Latitude (WGS84)	Latitude of the location of the crash, if it is possible to determine.
C6	Longitude	Longitude (WGS84)	Longitude of the location of the crash, if it is possible to determine.
C7	Crash Type	String	Pick one of: {Property Damage, Injury, Fatality}
C8	Location	String	Pick one of: {Roadway, Sidewalk, Crosswalk, Parking Lot, Other}
C9	Description	String	Text description of what happened and number and description of parties involved.

If the crash involves two or more of the Operator’s SMDs, the file will contain two reports with different Operator-assigned SMD identifiers (SMD ID).

- (11) Summary reports of Crash Data including:

- (a) Total number of crashes
 - (b) Number of crashes by Location.
 - (c) Map illustrating crashes in Service Area
- (12) Operator shall disclose to the County any incident resulting in injury within twenty-four (24) hours of receiving notice.
- (13) **Injuries/Fatalities Data:** Data for all injuries/fatalities involving SMDs, including those generated from Crashes, during the reporting period must be reported with the following file name `[operator]-injuries-[date].csv` and reported using the following schema:

Field	Element	Data Type	Description
I1	Injury ID	String	A unique ID for the Injury/Fatality.
I2	Trip ID	String	A unique ID for the Trip. Should be the same ID used in the Trips file. To be reported if the injury occurred while the SMD was in use.
I3	SMD ID	String	A unique ID for the SMD. Should be the same ID used in the Trips file.
I4	Crash ID	String	A unique ID for the Crash. To be reported if the injury occurred as a result of a crash.
I5	Injury Date/Time	ISO 8601 (YYYY-MM-DDTHH:MM)	The date and time of when the injury occurred (e.g., 2018-06-30T20:06).The timestamp (seconds) is not required.
I6	Latitude	Latitude (WGS84)	Latitude of the location of the injury, if it is possible to determine.
I7	Longitude	Longitude (WGS84)	Longitude of the location of the injury, if it is possible to determine.
I8	Location	String	Pick one of: {Roadway, Sidewalk, Crosswalk, Parking Lot, Other}
I9	Description	String	Text description of what happened, cause (if known), and number and description of parties involved.

- (14) Summary reports of Injury Data including:
- (a) Total number of fatalities;
 - (b) Total number of injuries; and
 - (c) Map illustrating injuries in Service Area
- (15) **Maintenance Data:** Maintenance data for all maintenance performed on the SMDs during the reporting period must be reported using the following schema and reported with the following `[operator]-maintenance-[date].csv`:

Field	Element	Data Type	Description
M1	SMD ID	String	A unique ID for the SMD. Should be the same ID used in the Trips file.
M2	Maintenance Date	ISO 8601 (YYYY-MM-DD)	Date when the maintenance was conducted. The timestamp (hour/minute) not required.
M3	Description	String	Text description of the maintenance completed.

- (16) Summary of Maintenance Data including:
 - (a) Number of SMDs that are not in good working order;
 - (b) Number of SMDs that are unsafe to operate;
 - (c) Number of devices vandalized;
 - (d) Number of devices repaired/refurbished; and
 - (e) Number of devices unable to be repaired/refurbished.
 - (f) A brief description of any significant maintenance problems that affected Operator’s devices, including product recalls, intentional destruction and equipment failures causing injury.
 - (17) Number and precise location of SMD that had to be towed after seven consecutive days in one location
 - (18) Number of riders banned from service
- b. **Demographic Data:** If Operator collects demographic data from its customers, including age group, gender, and general trip purpose, the Operator shall provide to the Department a summary of the data pertaining to residents and trips in the County.
- c. **Publicly-accessible Application Program Interface:** Operator shall provide a publicly-accessible application programming interface (API), clearly posted on the Operator’s website that shows, at minimum, the current location of any dockless vehicles available for rental at all times. A smart phone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface.
- d. **General Bikeshare Feed Specification:** Operator shall use the General Bikeshare Feed Specification (GBFS) as documented at <https://github.com/NABSA/gbfs/> for its devices. Operator shall inform the 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 the County.
- e. **GBFS File Publication:** The County requires that Operator publish, in a location accessible by the County, the following GBFS v1.1 draft files:

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 the 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 the County in order to maintain compliance with the GBFS standard.)</i>
station_status.json	Number of available bikes and docks at each station and station availability. <i>(Note: This file may contain no information in a dockless system but is required by the 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 the County.</i>
system_regions.json	Describes the regions the system is broken up into. <i>This file is optional in the GBFS, but required by the 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 the 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 the County.</i> Elements within the num_bikes_available_types array are required by the County and should be set to 0 if not applicable.
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.

11. Penalties and Fines

Operator shall be financially responsible for any and all penalties, fines, and other costs incurred by the County or others as a result of illegally parked SMDs, including but not limited to, parking tickets or other enforcement actions against Operator.

12. Surety Bond

Operator shall maintain a \$5,000 surety bond which may be used to pay any costs incurred by the County due to Operator's incompliance of terms and conditions outlined in this Agreement.

13. Advertising

- a. Operator shall not advertise or publish the County's participation in, or endorsement of, the Operator on its SMDs or promotional material without the written consent of the County.
- b. Operator shall not utilize its SMDs for the sale or display of third-party advertising.

14. Remedies

If Operator violates its obligations under this Agreement and such violation is not corrected within one week's time following written notice by the County, the County may immediately terminate their participation in the Pilot Program, this Agreement and suspend or revoke Operator's permit.

15. No Right, Title or Interest

Operator expressly acknowledges that this Agreement does not constitute any conveyance, title, or interest in real property, in whole or in part.

Article II. Responsibilities of the County

The County, by and through the Department, shall, with good faith and in an effort to achieve the County's policies, goals, cooperate and communicate with the Operator and the public to work toward a successful, safe, and sustainable regulatory environment for SMDs.

- A. **Designated Parking Areas:** The County may, as needed, and in accordance with Virginia Code [§46.2-1220](#), [§46.2-1221](#) and/or [§46.2-1222](#), 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.
- B. **County POC:** The County shall provide to Operator a County point of contact (hereinafter "POC") for the Pilot Program.
- C. **Agreement Compliance:** the County may investigate Operator's compliance with this Agreement. The Operator will be considered in violation of this Agreement given any one of the following:

1. Report-Response Times: Within the specified response times as defined herein, the Operator has not responded to at least seventy-five percent (75%) of reports by visually inspecting the reported device or location and correcting any noncompliant devices found, or the Operator has not responded within 48 hours to at least ninety-nine percent (99%) of maintenance and parking reports, excluding reports by the Operator or its agents.
 2. Equipment Violations: Less than ninety-five percent (95%) of an audit sample complies with requirements outlined herein or if any do not comply with equipment requirements outlined in Chapter 10, Title 46.2 of the Code of Virginia.
 3. Parking Violations: More than five percent (5%) of an audit sample is parked in a manner that does not comply with local and state laws, or more than thirty percent (30%) of the audit sample is parked in a manner that does not comply with other parking requirements herein.
 4. Maintenance Violations: More than ten percent (10%) of an audit sample reflect that a SMD is unsafe to operate, or less than seventy percent (70%) of an audit sample do not meet the conditions described herein, SMD Condition.
 5. Data Integrity: The Operator's data is incomplete, inaccurate and/or late three (3) times during the Pilot Program. More than one percent (1%) of the devices with functioning tracker components in an audit sample are reported with the correct location and attributes in the Operator's SMD fleet data.
 6. Fleet Size: Operator's measured fleet size exceeds its permitted fleet size on more than five (5) days of the month or Operator's measured fleet size is below its minimum fleet size on more than five (5) days of the month.
 7. Distribution and Rebalancing: Operator's fleet does not conform to the County-approved distribution and rebalancing plan on more than five (5) days of the month.
 8. Other: Any other violations of this agreement.
- D. **County Use of Data**: The County may use, analyze, and publish the data they receive and may create and publish derivative products and reports.

Article III. Duration

- A. **Permit and Agreement Duration**: This Agreement shall become effective upon signature of all parties and the issued Permit shall remain in effect for one (1) full year or until the Agreement is terminated.
- B. **Permit Renewal**: Between sixty (60) days and thirty (30) days prior to the Permit expiration, Operator may apply to renew their Permit by submitting a completed Shared Mobility Device Permit Application.

Article IV. Service Area

- A. This Agreement, in conjunction with a completed and approved Permit Application, authorizes Operator's SMDs to operate within the Service Area.

Article V. Insurance and Indemnification

- A. **Insurance Requirements:** Before providing any SMDs associated with this Agreement or any extension of this Agreement, Operator must provide to the Department a Certificate of Insurance indicating that Operator has in force at a minimum the coverage below. Operator must maintain this coverage until the completion of the Agreement or as otherwise stated in the Agreement and/or permit documents.
1. 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 Agreement. Evidence of contractual liability coverage must be typed on the certificate.
 2. Business Automobile Liability: \$1,000,000 combined single-limit (owned, non-owned and hired).
 3. Cancellation: If there is a material change or reduction in or cancellation of any of the above coverages during the term of this Agreement, Operator must notify the Department immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Agreement. Not having the required insurance throughout the term of this Agreement is grounds for its termination.
 4. Claims-Made Coverage: Any "claims made" policy must remain in force, or Operator must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
 5. Contract Identification: All insurance certificates must state this Agreement's title.
- B. **Deductible and Self-Insurance:** Operator must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, Operator may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that Operator can demonstrate sufficient financial capacity.
- C. **Financial Capacity:** The County may request additional information to determine if Operator 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 the County.

- D. **Liability Relief:** The County's acceptance or approval of any insurance will not relieve Operator from any liability or obligation imposed by this Agreement or permit documents.
- E. **Risk Responsibility:** Operator is responsible for all materials, tools, equipment, appliances and property used in connection with this Agreement. Operator 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 Agreement and for all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under this Agreement or in connection in any way whatsoever with the activities performed pursuant to this Agreement. Operator insurance shall be the primary non-contributory insurance for any work performed or activities or services provided for under this Agreement.
- F. **Indemnification:** Operator covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the 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 Operator's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Agreement. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If Operator fails or refuses to fulfill its obligations contained in this section, the Operator must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. Operator must pay such expenses upon demand by the County.

Article VI. FOIA

- A. The parties understand and agree that the 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 the 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

- A. If an operator violates the terms of this Agreement and such violation is not corrected within a one week period following a written notice from the County, the County may immediately terminate this Agreement.

- B. Either party may terminate this Agreement (and in doing so, the associated Permit) with ten (10) days' written notice to the other party.
- C. Upon termination, Operator shall remove all of the SMDs under its ownership or control within 72 hours of the date of termination and shall cease all operations within the service area once the devices have been removed. The County shall consider any Operator SMDs not removed as abandoned property and shall dispose of them as it deems fit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and sealed as of the date set forth at the beginning of this Agreement.

OPERATOR:

By: _____

Title: _____

[REMAINING SIGNATURES ON FOLLOWING PAGES]

COMMONWEALTH OF _____:
 COUNTY OF _____, to-wit:

Signed or acknowledged before me this _____ day of _____, 20__ , in my jurisdiction aforesaid by _____, on behalf of _____.

My Commission Expires: _____
 Notary Public

COUNTY OF LOUDOUN, VIRGINIA:

By: _____

Title: County Administrator or his designee

COMMONWEALTH OF _____:
COUNTY OF _____, to-wit:

Signed or acknowledged before me this _____ day of _____, 20__ , in my jurisdiction aforesaid by _____, on behalf of _____.

My Commission Expires:

Notary Public

file:///G:/Transportation/Bike-Ped/2020%20Shared%20Mobility%20Devices/LoCo%20SMD%20MOU/DTCI%20SMD%20Agreement_FINAL.docx
December 31, 2019 Edition