

## **Memorandum of Understanding Regarding Bike Sharing Services**

This Memorandum of Understanding ("MOU") is made by and between the City of Edina, a Minnesota Municipal Corporation (the "City") and Neutron Holdings, Inc. DBA LimeBike ("LimeBike") a \_\_\_\_\_ corporation with its principle place of business at \_\_\_\_\_.

### **RECITALS**

1. The City wishes to encourage safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike share and related services are a component to help the City achieve its transportation goals and the City desires to encourage the provision of bike share services to residents and those who visit and work in the City.
3. LimeBike is a provider of bike share and related mobility products and services and wishes to operate a bike share program within the City.
4. LimeBike possesses GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide data for operations and maintenance.

### **TERMS OF UNDERSTANDING**

1. Definitions.
  - a. "Bicycles" means all standard pedal bicycles, electric assist model bicycles and related mobility products such as electric scooters owned by LimeBike.
  - b. "Program" means the bike share program operated by LimeBike in the City of Edina and described in this MOU.
  - c. "Public Way" means public right of way, sidewalks, bike trails, parks, and any other property owned by the City and open to the public.
2. Use of City Property. The City authorizes LimeBike to use the Public Way for the purposes set forth in Section 3 of this MOU and subject to the limitations set forth in herein. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City property.
3. Permitted Use. LimeBike and its customers may use the Public Way for riding and parking Bicycles owned and maintained by LimeBike and currently in use in the Program. LimeBike shall not place or attach any personal property, fixtures, or structures to public or private property without the prior written consent of the owner.
  - a. Use of the Public Way and LimeBike's operations within the City shall not:
    - i. Adversely affect the public's use of the Public Way;
    - ii. Adversely affect any private property;

- iii. Inhibit pedestrian or vehicular movement within or along the Public Way or any other property, whether public or private; or
- iv. Create conditions which are a threat to public safety or security.

4. LimeBike's Role and Responsibilities. LimeBike agrees to assume the following roles and responsibilities:

a. Serve as a Point of Contact as follows:

- i. Designate a local person to serve as the central point of contact for communication with the City and its representatives regarding the Program.
- ii. Establish a system to receive notifications from the public (including a 24 hour service) regarding broken, damaged or otherwise unusable Bicycles and abandoned Bicycles or Bicycles that have been placed in inappropriate locations.

b. Monitor Bicycles as follows:

- i. Monitor Bicycle locations 24 hours per day to promptly identify and remedy breaches of the deployment and parking guidelines in this MOU.
- ii. Provide adequate resources to receive and act on complaints from the public and the City in accordance with the timelines outlined in Exhibit A to this MOU.
- iii. Prohibit any person under the age of 15 from operating an electric-assisted Bicycle of any kind.
- iv. Equip all Bicycles to comply with the requirements of Minnesota Statutes section 169.222, subdivision 6 "Bicycle Equipment."

c. Abide by the following Deployment and Density Guidelines:

- i. Bicycles shall be evenly disbursed throughout the City to in a manner that accounts for citizen demand. LimeBike shall not deploy Bicycles at inappropriate densities and shall monitor Bicycle density at least once every day and relocate Bicycles as needed to comply with these density requirements.
- ii. LimeBike shall deploy Bicycles in a manner consistent with the parking guidelines in this MOU and shall not obstruct footpaths; trails; grassy areas; parking lots or parking spaces of any kind, including street parking, whether public or privately owned; outdoor businesses; building entrances; driveways; bike lanes; or parks.
- iii. LimeBike shall deploy and maintain in service a level of Bicycles sufficient to satisfy the demand of the City's residents and visitors. Bicycles will initially be phased into deployment over a 6-week period and the number of Bicycles in LimeBike's fleet may be increased based on usage and demand. The City may require LimeBike to decrease the number of Bicycles in its fleet at any time.

d. Abide by the following Parking Guidelines:

- i. LimeBike shall encourage appropriate rider behavior by providing customer education materials that, at a minimum, contain all of the requirements of Minnesota Statutes section 169.222 "Operation of a Bicycle." Educational materials need not be available in print but shall be available in LimeBike's App, and on its website.
- ii. Bicycles must not obstruct safe, accessible and equitable access for people

- walking or traveling along the street, sidewalk or bike lanes.
  - iii. Where possible, Bicycles must be parked near existing bike parking.
  - iv. Bicycles must not be parked on sidewalks, paths or trails that are too narrow or busy or in any place where they could pose a safety hazard.
  - v. Bicycles must not be parked on ramps or steps or in places where they interfere with directional assistance to people with vision impairment.
  - vi. Bicycles must not be parked in traffic islands, in the street, or in a manner that obstructs the sightlines of any intersection. Bicycles parked between the curb and the sidewalk must be parked at least 2 feet from the edge of the curb so as to minimize the risk of Bicycles falling into the street.
  - vii. Bicycles must be parked upright and may not be leaned against trees, buildings, poles, traffic lights, benches, or any other structure.
  - viii. Bicycles must not obstruct access to or from any building.
  - ix. Bicycles shall not be parked in landscaped areas.
  - x. The City may, at any time and in its sole discretion, designate certain areas where Bicycles may not be parked.
- e. Abide by the following Collection, Relocation and Maintenance Guidelines:
- i. All Bicycles deployed by LimeBike in the City shall be "smart bikes" equipped with self-locking technology and GPS or another comparable tracking technology that allows LimeBike to manage its Bicycle fleet in accordance with the requirements herein.
  - ii. LimeBike shall cover all maintenance costs for its Bicycles and shall maintain them in an excellent state of cleanliness and repair, in compliance with the requirements of Minnesota Statutes section 169.222, and at or above the performance and service benchmarks identified in Exhibit B. At a minimum, 90% of deployed Bicycles shall be operable at all times.
  - iii. Ensure that all Bicycles are identifiable as LimeBike Bicycles.
  - iv. Any third-party advertising on the Bicycles or in LimeBike's App shall be approved by the City, which approval shall not be unreasonably withheld.
5. The City's Role. The City may, in its sole discretion, support the Program by designating certain areas as recommended Bicycle parking spots to assist with the orderly parking of Bicycles throughout the City. The City may also, in its sole discretion, engage local stakeholders by promoting and drawing attention to the Program.
6. Condition of City Property. The City makes the public way available to LimeBike in "as is" condition and makes no representations or warranties concerning the condition of the public way or its suitability for use by LimeBike or its customers. The City assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
7. Maintenance and Care of Property: LimeBike expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the LimeBike's operations. Should LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to reimburse the City for the full cost it incurs to repair, replace or restore the damaged property.
8. Indemnification. LimeBike shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, invitees and volunteers (collectively "City Parties")

from any liability, claims, demands, suits, penalties, personal injury, judgments and costs of any kind whatsoever (collectively, "Claims"), including but not limited to Claims for bodily injury, loss of life or damage to property, arising out of or in any way relating to or resulting, whether wholly or in part, from:

- a. The acts or omissions of LimeBike;
  - b. LimeBike's use of or entry upon City property or the Public Way, or any third party's use of City Property or the Public Way at the invitation or sufferance of LimeBike;
  - c. Use of LimeBike's Bicycles by any individual, regardless of whether such use was with or without the permission of LimeBike and regardless of whether such use was on public or private property.
9. Limitation of Liability. The City assumes no liability for loss or damage to LimeBike's Bicycles or other property or for damages to any third-party or the property of another arising out of or in any way relating to or resulting from LimeBike's operations. The City shall not be responsible for providing security at any location where LimeBike's Bicycles are stored or located. LimeBike hereby waives any claim against the City in the event LimeBike's Bicycles or other property are lost or damaged.
10. Insurance. LimeBike shall procure and maintain for the duration of this agreement insurance that meets the following minimum requirements:
- a. Commercial General Liability Insurance with coverage limits no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Said policy shall include coverage for bodily injury, personal injury, property damage, personal and advertising injury and blanket contractual liability.
  - b. Business Automobile Liability Insurance with limits no less than \$1,000,000 per occurrence and with coverage for claims of damages for bodily injury, including death, and for claims for property damage resulting from the ownership, operation, maintenance or use of all automobiles which may arise from LimeBike's operations. The following coverages must be included: Owned, Hired, and Non-owned Automobiles.

Each insurance policy shall name the City, including its elected officials, employees and agents, as an additional insured using ISO Form CG 20 10 or equivalent, and shall be endorsed to state that Coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless the City has been given 30 calendar days' prior written notice by certified mail, return receipt requested, or 10 days' written notice for non-payment of premium. Each policy shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from LimeBike's activities.

LimeBike's policies shall be procured from an insurance company having an AM BEST rating of A- or better and authorized to do business in the state of Minnesota. Said policies shall be primary, non-contributory to any other insurance available to the City and shall be provided on an occurrence basis. Any insurance available in excess of the minimum limits required herein shall be available to the City.

LimeBike shall submit proof of insurance acceptable to the City as evidence of the required insurance coverage requirements. Umbrella or excess liability insurance may be used to supplement the policy limits to satisfy the required policy limits. The City reserves the right to immediately terminate this MOU if LimeBike is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the LimeBike. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

11. Compliance with Law. LimeBike at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the Public way, its use of City property, and the operation of the Program, including but not limited to laws governing operation of bicycles in Minnesota. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of City property or any portion thereof, LimeBike shall procure and maintain such license, permit and governmental authorization throughout the term of this MOU. The City shall reasonably cooperate with LimeBike, at no additional cost to City, to assist LimeBike in complying with this Section. LimeBike shall abide by all City ordinances and rules governing the use of the public way and City property to efficiently and effectively provide the services contemplated in this MOU.
12. Required Reports. LimeBike shall provide reports to the City containing, at a minimum, the performance, utilization and service metrics indicated in Exhibit B. LimeBike shall provide such reports at least quarterly and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
13. No Joint Venture. Nothing herein shall be in any way construed as expressing or implying that LimeBike and the City have joined together in any joint venture or are in any manner agreeing to or contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
14. Term. This MOU shall commence on June 1, 2018, (the "Commencement Date") and shall expire on December 31, 2018, unless earlier terminated pursuant to Section 15, below.
15. Termination. This MOU may be terminated prior to the expiration date set forth in Section 14 above under the following circumstances:
  - a. By the City, with or without cause, upon 30 days' written notice to LimeBike.
  - b. By LimeBike, with or without cause, upon 180 days' written notice to the City.
  - c. If either party attempts to transfer or assign this MOU, either party may terminate this MOU and such termination shall be effective immediately.

Upon termination or expiration of this MOU, LimeBike shall, at its sole cost and expense, immediately remove all of its Bicycles and property from the Public Way.

16. Amendment. The parties may amend this MOU by mutual written agreement. Any such amendment shall only be effective if duly executed by the authorized representatives of each party.
17. Permits. The City shall notify LimeBike of any local permits required for LimeBike's

operation.

- 18. Applicable Law and Venue. The laws of the State of Minnesota shall govern the interpretation and enforcement of this MOU and any actions arising out of or relating to this MOU shall be brought in Hennepin County District Court in the state of Minnesota.
- 19. Notice. Any notice, demand or request required to be given under this agreement shall be deemed given or made when delivered in person, by mail or by email to a party at its address specified below:

**If to the City:**

City of Edina  
Attn: Mark Nolan  
4801 W 50<sup>th</sup> Street  
Edina, MN 55424  
[MNolan@EdinaMN.gov](mailto:MNolan@EdinaMN.gov)

**If to LimeBike:**

- 20. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed the day and year first above written, by the parties as follows:

**NEUTRON HOLDINGS, DBA LIMEBIKE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF EDINA:**

By: \_\_\_\_\_

James Hovland, Mayor

By: \_\_\_\_\_

Scott Neal, City Manager

**Exhibit A: Collection, Relocation and Maintenance Guidelines**

<b>Incident</b>	<b>Required Response Time</b>	<b>Required Action</b>
Dangerously placed Bicycle	Within 2 hours of report	Where a Bicycle is causing an unreasonable hazard (i.e. parked across a road, bike lane, etc.) LimeBike shall relocate the Bicycle within 2 hours. The City may remove and impound the Bicycle at any time and may charge LimeBike an impound fee as reimbursement for the actual cost to the City of impounding the Bicycle.
Bicycle reported as faulty / damaged / unsafe	Upon receipt	LimeBike shall immediately deactivate the Bicycle from service. LimeBike shall check the Bicycle for safety concerns, damage, and other faults and shall remove the Bicycle from service until it is repaired.
Inappropriate bicycle density	Within 24 hours of report	Where excessive numbers of Bicycles are present, LimeBike shall reduce the number of Bicycles at a single location by relocating the excessive Bicycles.
Bicycle tipped-over	Within 24 hours of report	LimeBike shall upright bicycle.
Inappropriately placed Bicycle	Within 24 hours of report	Where a Bicycle is parked in an inappropriate location, but where it is not causing an unreasonable hazard, LimeBike shall relocate the Bicycle.

## Exhibit B: Reporting Requirements

### Description of LimeBike's Service Level Agreement

The following performance indicators shall be met and reported to help the City measure LimeBike's success serving its citizens and improving livability and mobility in the City.

<b>Performance Indicator</b>	<b>Description</b>	<b>Measurement Tool</b>	<b>Minimum Performance Standard</b>	<b>Reporting Frequency</b>
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak Bicycle distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the City of Edina	quarterly
Bicycles in service	Bicycles in service	Daily uptime reports	LimeBike shall deploy and maintain in service a level of Bicycles sufficient to satisfy the demand of the City's residents and visitors. Bicycles will be phased into deployment over a 6-week period and may be increased based on usage and demand. The City may require LimeBike to decrease the number of Bicycles in its fleet at any time.	quarterly
Report-responsive	Response time to incident reports contained in Exhibit A.	Log showing length of time between reported incident and LimeBike response	See Exhibit A	quarterly