

**AMENDMENT NO. 2 TO THE
AGREEMENT WITH CAR2GO FOR DEMONSTRATION STUDY OF POINT-TO-POINT
CARSHARING SERVICES IN ARLINGTON COUNTY**

This Amendment No. 2 to the aforementioned Agreement is entered into this 1st day of December, 2016, by and between car2go NA, LLC, a Delaware Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“Arlington County” or the “County”).

Whereas, the Parties entered into an Agreement, as amended, to undertake a demonstration of point-to-point carsharing services in the County and to examine the potential impacts of this operational model; and

Whereas, 12 months of operational data and coordination, the evaluation of the vendor, system use and performance, community feedback, vendor responsiveness to community feedback, and the positive member and system response to cross-jurisdictional operation, indicates a net beneficial impact of the service to the community, and supports a continuation of the service with some modifications; and

Whereas, as 12-month extension to the Agreement is necessary to provide the County time to develop and engage the formal procurement process for a free-floating car-sharing program; and

Now Therefore, in consideration of the foregoing premises, the Parties agree to amend the Agreement as follows:

Agreement Section 1., is revised as follows:

“1. Term. This Agreement shall remain in effect for twelve (12) months from the Effective Date of Amendment No. 2, or until a free-floating car-share program has been designed and implemented by the County pursuant to County Code, whichever occurs first.”

Agreement Section 2., is revised as follows:

b. Program Management Fees. Upon execution of the Agreement, car2go shall receive a 50% credit on the operation fee of the vehicles that were paid for but not infleeted during the demonstration study period of September 1, 2015 through August 31, 2016, amounting to Forty One Thousand Five Hundred Seventy Dollars (\$41,570). The credit will be applied during the first months of the agreement extension, offsetting any monthly operating costs accrued up to Forty One Thousand Five Hundred Seventy Dollars (\$41,570) after which car2go will pay the partial or full invoice amount.

car2go shall pay Arlington County Six Hundred Ninety-Seven Dollars (\$697) per month for administrative support, independent of the number of vehicles infleeted, for the term of the Agreement or until the establishment of the Arlington Car-share Program, whichever occurs first. In addition, car2go shall pay Arlington County Eight Dollars (\$8) per month per vehicle infleeted as an access fee for RPP zones. Furthermore, car2go shall pay Arlington County the actual meter usage of their fleet during meter collection times per month. Car2go must, therefore, provide system data showing parameters identified under “Data and Reporting” within seven (7) business days of the end of each calendar month. County staff will review and analyze the data and issue the respective invoice.

If the system data is not provided by that date, car2go shall pay a default amount of One Hundred Twenty Two Dollars (\$122) per vehicle infleeted for the respective month which will be invoiced on the

eighth (8) business day. All fees must be paid within thirty (30) days of the issuance of the invoice. The County agrees to provide timely information regarding changes such as adding or taking out metered areas. car2go is not responsible for updating its technology to account for changes to metered spaces without updated information from the County.

~~Pay Arlington County One Thousand Six Hundred Forty Five (\$1,645) for each vehicle infleeted in the first six weeks of operations. These fees shall cover the costs for twelve (12) months of operation. Any vehicles that are added to the fleet, after the first six (6) weeks shall be assessed a prorated amount, beginning on the first day of the month in which the vehicle is added to the fleet. The prorated amount shall be paid to the County within the month that vehicle is added to the fleet. Car2go shall pay in monthly installments for each vehicle operating in the Program during months thirteen (13) through fifteen (15) of the Agreement, payments equal to 1/12 the annual fee.~~

“c. Vehicle Identification. car2go must provide to County Staff a complete list of license plate numbers for all Program vehicles in the fleet at least once a month. ~~Prior to any vehicles being added, replaced, or removed, the entire list shall be resubmitted to County staff.~~ car2go vehicles shall be marked painted with the company’s distinct white and light blue color combination, as well as with the car2go logo in at least one visible location on the exterior of the vehicle.”

“j. Data and Reporting. car2go shall furnish the following homezone data to the County in a format that allows County staff to validate the data and ensure an accurate account of service operation, electronically within the first seven (7) business days of each month; ~~and for review at an in-person meeting that shall occur once per month or a time period determined by the County.~~

a. System Data.

- ~~i. Total p-Parking duration per vehicle during metered and non-metered time in metered zones, in residential parking permit (RPP) zones, and in all other on-street locations.~~
- ~~ii. Average per vehicle parking duration during metered time in metered zones~~
- ~~iii. Total parking duration in RPP zones~~
- ~~iv. Average per vehicle p-Parking duration in RPP zones~~
- ii. v. All locations where vehicle idled in RPP zone greater than 24 hours
- ~~iii. vi. Vehicle-specific origin/destination GPS data~~
- ~~vii. Total trips by time of day~~
- ~~viii. Average trips per member per week, month~~
- ~~ix. Average rentals per vehicle per month~~
- ~~iv. x. Arlington membership level by month~~
- ~~xi. Percent of fleet out of service by date~~
- ~~xii. Parking violations received by date, type and location~~
- v. xiii. Member complaints received by car2go, by date, type, and location
- vi. xiv. Non-member complaints received by car2go, by date, type, and location
- vii. xv. Fleet size within Arlington County each day

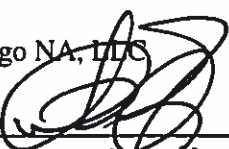

Agreement Section 3.c., is deleted in its entirety.

Agreement Section 4.c., is revised as follows:

“Program Status Update Meetings. The parties shall meet at least once a month quarter to discuss and assess the program.”

All other terms of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year shown below.

car2go NA, LLC
By:   Date: 1/19/17
Name: Michael White David Florence
Title: CEO COO

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: Mark J. Schwartz Date: 1/24/17
Name: Mark Schwartz
Title: County Manager

Approved as to Legal Form: Julie A. Massie