

**AGREEMENT WITH CAR2GO
FOR
DEMONSTRATION STUDY OF POINT-TO-POINT CARSHARING SERVICES IN ARLINGTON COUNTY**

This Agreement for an Arlington County Point-to-Point Carsharing Demonstration Study ("Agreement") is made and entered into on this 01 day of September, 2015 ("Effective Date") by and between car2go, a 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, traditional (station-based or fixed space) carsharing has been shown to have positive transportation, environmental, and economic impacts on communities, and point-to-point carsharing is expected to have many if not all of these community benefits; and

Whereas, like traditional carsharing, point-to-point carsharing has the potential to support several of Arlington County's long range transportation planning directives as described in the Master Transportation Plan, an element of the County's Comprehensive Plan, including, but not limited to:

- Provide high-quality transportation services for all users and modes
- Provide and promote affordable, convenient, and integrated transportation choices
- Identify and pursue policies and practices that take advantage of new technologies that can enhance the quality and efficiency of transportation facilities and services
- Serve the mobility and accessibility needs of all residents and workers regardless of age, income, ability, or location; and

Whereas, Arlington County regulates access to parking within the public right-of-way, which is necessary for the operation of point-to-point carsharing services; and

Whereas, point-to-point carsharing vehicles do not need to be returned to a designated parking space, but rather may be picked up at one location and dropped off at another within the public right-of-way; and

Whereas, the purpose of this Agreement is to undertake a demonstration of point-to-point carsharing services in the County and to examine the potential impacts of this operational model;

Therefore, the County and car2go agree to carry out a limited-duration demonstration study of point-to-point carsharing ("Program") in Arlington County, subject to the following conditions:

1. **Term.** This Agreement shall remain in effect for fifteen (15) months from the Effective Date.
2. **Obligations of car2go.**
 - a. **Vehicle Fleet.** The Program shall operate up to two hundred (200) vehicles during the course of the study period. 150 vehicles shall be introduced within the first six (6) weeks of operation.
 - b. **Program Management Fees.** Upon execution of the Agreement, car2go shall 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 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.
- d. **Vehicle Registration.** All vehicles associated with this Program shall be registered and licensed in the Commonwealth of Virginia, be registered in Arlington County, and display an Arlington County vehicle decal if required.
- e. **Emissions Standards.** Each vehicle in the Arlington Program fleet must meet the U.S. Environmental Protection Agency's SmartWay vehicle emissions standards, a program which certifies the 20% lowest-emitting passenger vehicles each model year, based on greenhouse gas and smog ratings.
- f. **Maintenance.** car2go shall properly maintain and repair fleet vehicles, keep them in a neat and clean condition, and provide the necessary service and parts/materials for proper and safe operation, at no cost to the County.
- g. **Home Zone.** For purposes of this demonstration study, the Arlington Program operational zone consists of the borders of Arlington County, Virginia. Federal lands in Arlington shall not be included in this home area. This fleet shall not be mixed with the car2go fleet operating within the District of Columbia. Residents and workers that choose to join car2go may drive the Arlington fleet vehicles anywhere, but "trips" must start and end in Arlington. car2go members likewise have access to use the DC system, but DC fleet vehicles start and end trips in DC.
- h. **Parking and Traffic Laws.** Program vehicles may be parked at metered spots without paying at the time of parking, and may stay at meters in excess of posted time limits. Program vehicles may park in all Arlington Residential Permit Parking ("RPP") zones. Program vehicles may not park in emergency access areas, handicap parking spaces (without a tag), fire lanes, bus stops, or any other "no parking" zones. car2go users, just like all other vehicle operators and users of the road, must obey traffic laws.
- i. **System Management and Rebalancing.** car2go shall be responsible for removing as soon as possible all vehicles that are parked and remain idle in a residential permit parking zone for greater than twenty-four (24) hours. When removing these vehicles, car2go shall be prohibited from moving an idle vehicle to another parking space located on that particular block. For vehicles in other zones, car2go shall be responsible for moving vehicles that are parked for longer than thirty-six (36) hours.

- j. **Data and Reporting.** car2go shall furnish the following data to the County, electronically 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 parking duration during metered time in metered zones
 - ii. Average per vehicle parking duration during metered time in metered zones
 - iii. Total parking duration in RPP zones
 - iv. Average per vehicle parking duration in RPP zones
 - v. All locations where vehicle idled in RPP zone greater than 24 hours
 - vi. Vehicle-specific origin/destination data
 - vii. Total trips by time of day
 - viii. Average trips per member per week, month
 - ix. Average rentals per vehicle per month
 - x. Arlington membership level by month
 - xi. Percent of fleet out of service by date
 - xii. Parking violations received by date, type and location
 - xiii. Member complaints received by car2go, by date, type and location
 - xiv. Non-member complaints received by car2go, by date, type and location
 - b. Survey. car2go shall perform an Arlington member survey three (3) times: at demonstration study startup, at six (6) months, and at one (1) year (study closeout) to track specific changes in member behavior that may be attributable to point-to-point carsharing:
 - i. Changes in household vehicle trips (all vehicles: owned, rented, carshare, etc.)
 - ii. Changes in vehicle miles traveled
 - iii. Changes in transit use
 - iv. Changes in biking and walking
 - v. Changes in carpooling or vanpooling
 - vi. Changes in vehicle and bicycle ownership
- k. **Advertising.** car2go shall not advertise or publish Arlington County government's endorsement of the point-to-point carsharing program in any car2go marketing or promotional materials without prior written consent from Arlington County.
- l. **Penalties and Fines.** car2go shall be financially responsible for any/all penalties and fines, as a result of parking tickets or other enforcement actions.

3. Obligations of the County.

- a. **Metered Area Enforcement.** The County shall notify the parking enforcement personnel to not ticket Program car2go vehicles parked at a meter for the following offenses:
 - a. Failure to deposit payment at a meter.
 - b. Failure to display multi-space parking receipt.
 - c. Overtime at a meter.
- b. **RPP Area Enforcement.** The County shall notify the enforcement personnel to not ticket car2go vehicles on the Program list parked in an RPP zone for the following offense:
 - a. Parking in residential permit parking area without valid permit.

- c. **Performance Measurement.** The County will evaluate the Program after twelve (12) months of operation.
- d. **Car2go Information.** The County acknowledges and agrees that certain information and documents submitted to the County by car2go—both during the term of this Agreement and/or as part of any proposal, quote, or presentation made by car2go to the County—may contain privileged commercial information and trade secrets that are exempt from public disclosure and/or production under the Virginia Freedom of Information Act (VFOIA). If the County receives a public disclosure request, whether informally or formally, from any person or entity, for such information or documents, the County agrees to immediately notify car2go. The County also agrees to work with car2go to determine what information and/or documents are protected from disclosure and/or production under VFOIA. The County agrees to act reasonably in this regard and agrees to not release any car2go information and/or documents without prior discussion with car2go.

4. **Joint Obligations.**

a. **Communications Plan, car2go Role.** car2go shall provide the following communications support to the Demonstration Study:

- i. At the start of the Program, car2go shall deploy street teams of 10-15 people in major commercial/residential centers in Arlington County to speak with community members about how car2go works, sign-up new members, answer questions, and offer test drives.
- ii. Prior to and during Program rollout, car2go shall notify its contacts and its customers with the District of Columbia system about the initiation of the Arlington Demonstration Study, conveying clearly and correctly the difference between the two systems.
- iii. In preparation for and during the demonstration study period, car2go shall speak at meetings of Arlington County Civic Associations and the Civic Federation about one-way carsharing service and the demonstration study. car2go representatives shall be accompanied by a member of County staff for these meetings. car2go shall also reach out to the Business Improvement Districts (Crystal City, Rosslyn, Ballston) and the Chamber of Commerce, and strive to partner with businesses and large residential developments on promotional opportunities.
- iv. All car2go fleet vehicles in the Arlington Program shall bear a clearly visible demonstration study decal on the passenger side of the vehicle, including elements such as web address and email address for questions or comments about the Program. All decal contact information shall be provided by Arlington County and point to Arlington County-managed information. Size and placement of decal shall be agreed upon by car2go and the County.

b. **Communications Plan, County Role.** Arlington County shall provide the following communications support to the Demonstration Study:

- i. A webpage, housed within the Parking page at arlingtonva.us, with information about the purpose and objectives of the Program, measures of success, and contact information for questions and comments

- ii. A form on the webpage for submitting more structured comments
 - iii. A carsharing@arlingtonva.us email address, managed by key Transportation Division personnel
 - iv. A public-facing fact sheet which shall reside on the webpage
 - v. A press release through official County channels
 - vi. Cross-links to the demonstration study webpage and car2go website on Commuterpage.com and carfreediet.com
 - vii. Social media promotion through TE&O and ACCS Facebook, twitter
- c. **Program Status Update Meetings.** The parties shall meet at least once a month to discuss and assess the Program.
5. **Termination.** This Agreement may be terminated by the County for any reason by giving at least thirty (30) days written notice to car2go. In the notice, the County shall provide car2go with an explanation of the reason for termination, if one exists, and allow car2go the ability to rectify any concerns or issues that led to the decision to terminate the Agreement within thirty (30) days. If car2go is able to fully resolve the issues cited for termination to the County's satisfaction, the County shall revoke the termination letter and allow car2go to continue to operate until the expiration of this Agreement. Additionally, car2go has the ability to terminate this agreement for any reason by giving at least thirty (30) days written notice to the County.
6. **No Joint Enterprise.** Nothing in this Agreement shall be construed as creating an ownership interest in the vehicles by the County or a partnership, joint venture, or joint enterprise by the Parties. car2go shall at all times be solely and completely responsible for ownership, operation, and maintenance of the vehicles.
7. **Insurance.** car2go shall carry and maintain the following insurance coverage:
- a. Commercial General Liability Insurance coverage of One Million Dollars (\$1,000,000) per occurrence with Arlington County as an additional insured.
 - b. Comprehensive Automobile Liability Insurance coverage shall provide bodily injury and property damage liability covering the operation of all its vehicles that are part of this Program. car2go shall carry such insurance in an amount of One Hundred Thousand (\$100,000) per person and Three Hundred Thousand (\$300,000) combined single limit per occurrence for bodily injury and Fifty Thousand (\$50,000) per occurrence for property damage.
 - c. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000.
8. **Governing Law.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.
9. **Indemnification.** car2go covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with this Program or car2go's acts or omissions, including the acts or omissions of its employees and/or subcontractors. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement.

10. Trademark/Advertising. The County acknowledges and agrees that "Mercedes-Benz," "Mercedes," "Maybach," and "Smart," the Three-Pointed Star Within a Circle, "car2go," the Maybach logo, the Smart logo and the car2go logo are the solely owned and validly registered trademarks and trade names of Daimler AG, the indirect parent company of car2go N.A., LLC. Neither the County nor car2go may use the other's name, trademark(s), logo(s), or other intellectual property without the prior written approval of the other party.

11. Contact Persons.

a. The contact person for Arlington County for matters related to this Agreement is:
Lawrence Marcus, Bureau Chief, Transportation Engineering & Operations
Department of Environmental Services
Transportation Engineering & Operations
2100 Clarendon Blvd., Suite 900
Arlington, VA 22201
703-228-0592

b. The contact person for car2go for matters related to this Agreement is:
Mike DeBonville, Business Development Manager
Car2go NA, LLC
1717 West 6th Street Suite 425
Austin, TX 78702
512-428-6233

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below.

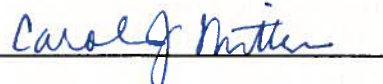
car2go LLC

By: 
Name: Paul DeLong
Title: CEO

CFO

Date: 08/14/2015

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: 

Date: 8.24.15

Name: ~~Mark Schwartz~~ Carol J. Mitten
Title: Acting County Manager

Approved as to Legal Form:

Julie A. Massie