

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this 26th day of September 2019, by and between Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") and the University of Kentucky (hereinafter referred to as "UK").

RECITALS

WHEREAS, Ordinance No. 42-2019 ("the Ordinance") created Section 17D of the Lexington-Fayette Urban County Code of Ordinances ("the Code"), a permitting process for dockless vehicle rentals within the right-of-way in Lexington-Fayette County; and

WHEREAS, the Ordinance established a fee structure for permits, parking locations, and trips on dockless vehicle rentals; and

WHEREAS, the Ordinance provides UK a portion of the electric motor-assisted scooter trip fees; and

WHEREAS, the parties desire to collaborate with each other in the implementation of the dockless vehicle program in Lexington-Fayette County, including within UK's campus, and define terms relating to the Ordinance's fee splitting provision.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1) OBLIGATIONS OF LFUCG

LFUCG will:

- a) Provide UK with a share of the fees collected under subsection 2 of Section 16 of Ordinance 42-2019 on a pro rata basis of trips generated on the University of Kentucky campus, not to exceed 50% of the amount of fees collected thereunder, as required by the Ordinance.
- b) For the life of its contract with a mobility management company for its use of mobility management software, and to the extent allowed by said contract, provide 15 accounts to UK to enable its use of the mobility management software for its regulatory efforts on UK's campus.

2) OBLIGATIONS OF UK

UK will:

- a) Allow the use of dockless vehicles on UK's campus that are operated by companies licensed by LFUCG and who have agreements in good standing with the University of Kentucky.

- b) Establish reasonable rebalancing, use, and parking regulations for dockless vehicles operated on UK's campus and adequately enforce said regulations to the extent provided by law.
- c) Require all dockless vehicles permitted on UK's campus to also be licensed by LFUCG in accordance with Section 17D of the Lexington-Fayette Urban County Code of Ordinances ("the Code"), as a condition of the permit, license, authorization, or agreement.
- d) To the extent practicable, provide LFUCG with all complaints UK receives of violations of Chapter 17D of the Code that occur outside of UK's campus.

3) GENERAL PROVISIONS

- a) The Parties agree that the following definitions apply to this MOU:
 - (1) "Trips" shall mean the period of use from the checking-out or unlocking of an electric motor-assisted scooter for rental to the subsequent checking-in or locking of the scooter for use by another individual at a later time.
 - (2) "Generated" shall mean "ending" (i.e. the time at which the scooter is checked-in and locked for another individual to rent at a later time).
 - (3) "On the University of Kentucky campus" or "on UK's campus" shall mean within the campus boundaries electronically defined via GIS data within the mobility management software.
 - (4) "Pro rata basis" shall mean number of trips generated on the University of Kentucky campus / total number of trips in Lexington-Fayette County x 100%. This calculation shall not exceed 50% of the fees collected under subsection 2 of Section 16 of Ordinance 42-2019.
 - (5) "Fees collected under subsection (2)" and "fees collected thereunder" shall equal the amount of fees collected from trips on electric motor-assisted scooters in Lexington-Fayette County minus the cost of mobility management software.
 - (6) "Dockless vehicle" and "electric motor-assisted scooter" shall be defined as provided in Section 17D-1 of the Code.
- b) The fees provided in Section 1(a) of this Agreement shall be paid to UK within thirty (30) days after all monthly payments from licensees are paid to LFUCG.
- c) **MODIFICATION OF AGREEMENT:** This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representatives.
- d) **TERMINATION OF AGREEMENT:** In the event either party to this MOU fails to fulfill any of its obligations under this MOU, the other party may terminate without further obligation to the other party with 45 day written notice. The

MOU may also be terminated at any time upon the mutual written consent of the parties.

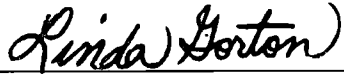
- e) **HEADINGS AND SECTION REFERENCES:** Section headings or captions contained in this MOU are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this MOU or the intent of any provision hereof.
- f) **COUNTERPARTS:** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- g) **VALIDITY AND ENFORCEABILITY:** If any provision of this MOU is found to be invalid or unenforceable, said invalid or unenforceable provision shall be disregarded and the balance of this MOU shall be enforced as the integrated written agreement of the Parties.
- h) **CONSTRUCTION:** The parties hereto acknowledge that this MOU has been drafted through a joint effort of the parties and their counsel and therefore shall not be construed against either of the parties as the drafter.
- i) **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's subject matter.
- j) **EFFECTIVE DATE:** This MOU takes effect upon the date of the last signature to the Agreement.
- k) **NOTICES:** All notices, requests, waivers, and other communications provided in this MOU shall be in writing, sent by First Class Mail to:

LFUCG: Lexington-Fayette Urban County Government
Division of Planning
101 E. Vine Street, 7th Floor
Lexington, Kentucky 40507
ATTN: Director of Planning

UK: 107 Main Building
University of Kentucky
Administration Drive
Lexington, KY 40506

E-mail communication may also be acceptable in lieu of the above, upon written request or authorization by the receiving party.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT




LINDA GORTON
MAYOR

UNIVERSITY OF KENTUCKY



ERIC MONDAY
EXECUTIVE VICE PRESIDENT
FINANCE AND ADMINISTRATION

Examined For Form & Legality
Office Of Legal Counsel
University Of Kentucky

By: 
Attorney At Law

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