

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ___ day of August 2019, by and between Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") and the Lexington & Fayette County Parking Authority (hereinafter referred to as "LEXPARK").

RECITALS

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

WHEREAS, the Ordinance established LEXPARK and the Division of Police as the enforcement mechanism for parking violations of dockless vehicles within Lexington-Fayette County; and

WHEREAS, the parties desire to collaborate with each other to implement a dockless vehicle rental program in Lexington-Fayette County and to establish the terms by which LEXPARK shall enforce the parking requirements of Chapter 17D of the Code in a pilot program of six (6) months.

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) Agree that LEXPARK shall be entitled to all fees it collects while enforcing the parking requirements of Chapter 17D of the Code.
- b) Provide 2 accounts to LEXPARK to enable its use of the mobility management software for its regulatory efforts within Lexington-Fayette County.
- c) Provide electronic notice to LEXPARK of all violations of Section 17D-3(1); Section 17D-8(5); Section 17D-10(2); and any section of Chapter 17D in which impoundment is a remedy, identified by LFUCG or provided to LFUCG in a citizen complaint. Such notice shall contain any evidence required by LEXPARK, including, but not limited to, electronic records from the mobility management software, citizen complaints, and its own observations.
- d) Acknowledge that its ability to provide notice under Section 17D-8(5) relies on citizens' complaints to LFUCG.

- e) Update LEXPARK on the contact information for each Licensee provided in the Licensee's application for an Operating Authority License or update thereof.

2) OBLIGATIONS OF LEXPARK

LEXPARK will:

- a) Issue parking citations for violations of Section 17D-8(5) no earlier than two (2) hours after receiving notice from LFUCG of each violation as described in Section 1(c) of this MOU. Parking citations shall be delivered to the contact person provided by LFUCG in Section 1(e) of this MOU.
- b) Issue parking citations for violations of Section 17D-3(1) and Section 17D-10(2), at its discretion, within a reasonable time after receiving notice from LFUCG. If LEXPARK chooses not to issue a citation, it shall inform LFUCG of the decision.
- c) Impound dockless vehicles for violations of Chapter 17D of the Code, at its discretion, at any time after receiving notice from LFUCG. If LEXPARK chooses not to impound, it shall inform LFUCG of the decision.
- d) As part of its normal routes, monitor the parking locations of dockless vehicles to ensure conformity with Chapter 17D of the Code. Upon its own identification of violations of Section 17D-8(5), LEXPARK shall provide notification to the applicable Licensee and shall provide a parking citation to the Licensee if the Licensee does not remedy the violation within two (2) hours. Upon identifying parking violations of Section 17D-3(1); Section 17D-10(2); or any violation in which impoundment is a remedy, LEXPARK shall provide a parking citation to the Licensee or may impound the vehicle at its option. If LEXPARK identifies a violation that may warrant impounding a dockless vehicle but chooses not to impound, it shall inform LFUCG of the location of the dockless vehicle and its decision not to impound. Nothing in this subsection shall require LEXPARK to deviate from its normal routes or prioritize the citation or impoundment of dockless vehicles.
- e) Collect all fines for which LEXPARK has issued a citation.
- f) Present a progress report as to its activities before the Urban County Council's Planning and Public Safety Committee at the call of the chair, or as otherwise instructed by the Government. This subsection shall survive the termination of this MOU.

3) GENERAL PROVISIONS

- a) The Parties agree that the following definitions apply to this MOU:
- (1) "Dockless vehicle" shall be defined as provided in Section 17D-1 of the Code, and shall only include those electric motor-assisted scooters, electric bicycles and bicycles placed into Lexington-Fayette County for rent by a Licensee.
- b) **TERM:** The term of this MOU shall be six (6) months. After three (3) months, the parties' representatives shall meet to discuss the MOU's implementation, potential amendments, and the possibility of extending the MOU's term.
- 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 thirty (30) 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


LEXPARK: Lexington & Fayette County Parking Authority
162 East Main Street, Suite 212
Lexington, Kentucky 40507

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

**LEXINGTON-FAYETTE URBAN
GOVERNMENT**

**LEXINGTON & FAYETTE
COUNTY PARKING AUTHORITY**

LINDA GORTON
MAYOR



Gary A. Means
Executive Director