



SHARED MICRO-MOBILITY DEVICE (PILOT PROGRAM) PERMIT REQUIREMENTS

OVERVIEW

The Shared Micro-Mobility Device Pilot Program (“Program”) is a one-year pilot permit program to provide new mobility options for the residents and visitors of the City of Chula Vista (the “City”). This Program will assist the City with monitoring and evaluating the deployment and operations of shared micro-mobility equipment for permitted operators that are issued a permit under the Program (“Operator”). The Program requirements are designed to limit the overall number of Devices that each Operator is allowed to deploy and explain the obligations and responsibilities that Operator must uphold and comply with in order to maintain an active Permit. The one-year pilot Program will begin the first day of the month following the issuance of the first Permit to the first Operator.

As the shared micro-mobility device industry grows and evolves, developing the right regulatory structure will continue to be an iterative process. The City reserves the right, at City’s sole discretion, to amend, modify, or supplement the Permit requirements. The goals of the Program are to:

1. Support an active, healthy lifestyle;
2. Ensure affordable and equitable service;
3. Fill mobility gaps and improve connections to transit;
4. Provide a low-carbon mobility option to reduce carbon emissions;
5. Manage public space to help ensure sidewalks are organized and free from obstruction;
6. Derive insights into the use of the shared micro-mobility device systems, compliance issues, and targeted bike infrastructure investments with robust data partnerships;

Operators are advised that specifications herein that are listed in these Permit Requirements as “must”, “shall”, or “required” are mandatory specifications. Specifications that are listed as “should”, “desirable”, or “preferred” are value added and their inclusion is desired.



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GENERAL

All persons and entities are prohibited from deploying any bicycles, electric-assist bicycles (E-bikes), electric scooters, or other similar shared micro-mobility devices that are used or intended to be used to move a person or good from one physical point to another (each a “Device”; collectively “Devices”) in the City’s right-of-way or on City property/easements without a Shared Micro-Mobility Device Pilot Operator Permit (“Permit”). All persons and entities are required to retrieve and remove any unpermitted Devices left unattended within City’s right-of-way or on City property/easements.

G1: Operator shall be responsible for the design, function, rental, placement, deployment, use, maintenance, and operation of all of its Devices within the City of Chula Vista. Operator shall conduct all Program activities in strict accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of the Permit.

G2: Operator acknowledges and agrees that the Permit is revocable, terminable, and conditional. Operator acknowledges and agrees that any benefits conferred under the Permit are as a privilege and not as a right. Operator acknowledges and agrees that the Permit is temporary in nature and vests no permanent privileges or rights. Operator acknowledges and agrees that the Permit cannot be transferred, assigned, or shared without the City’s prior express written consent. A Permit may be renewed in accordance with City’s policies and procedures.

G3: Operator’s Permit shall be valid through the date the Permit term expires, the date the City revokes or terminates the Permit, or the date the City accepts an Operator’s written withdrawal from the Permit. The City may charge permit review fees for the time required to close any Permit.

G4: Prior to issuance of a Permit, Operator must execute and record a Shared Micro-Mobility Device Indemnity Agreement, which is attached hereto and incorporated herein as Attachment A, in which Operator agrees, among other things, to indemnify, defend, and hold harmless the City. Operator acknowledges and agrees that that its defense and indemnification obligations shall survive the expiration and termination of that agreement, the Permit, and the Program.

G5: Prior to issuance of a Permit, Operator must procure and submit proof of commercial general liability insurance and other additional coverages as required by the Shared Micro-Mobility Device Insurance Requirements in Attachment A.

G6: Prior to issuance of a Permit, Operator must obtain a performance bond to guarantee performance of all its obligations under the Permit. The performance bond must be in a sum equal to \$80.00 per Device permitted under the Program, with a not-to-exceed limitation of \$10,000.00. The form of the performance bond shall be approved by the City. The performance bond must be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The performance bond shall be available to City for Operator’s failure to comply with its obligations the Permit, including but not limited to fund future public property repairs and maintenance, costs incurred for removing or storing Devices improperly parked, or costs to remove Devices after the expiration, withdrawal, revocation, or termination of a



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Permit. If Operator receives approval to increase the size of its fleet, Operator shall first cause the performance bond to be adjusted appropriately before deploying any additional Devices.

G7: Prior to any use or operation of a Device within the City, Operator shall obtain a release of the City from its users/customers in the manner and to the extent provided in Attachment B, or in another form as approved by the City.

G8: Operator shall comply with its insurance and performance bond obligations and responsibilities under the Permit for a period of two (2) years after the expiration, termination, revocation, or withdrawal of the Permit, whichever occurs last.

G9: City reserves the right to revoke or terminate a Permit with or without cause by providing written notice to Operator. If City revokes or terminates a Permit, Operator shall decommission and remove its entire fleet of Devices from the City's right-of-way, at Operator's sole cost, within thirty (30) calendar days from the date of the City's revocation or termination notice, unless a different time period is provided in such notice. If City revokes or terminates a Permit, Operator may appeal such revocation or termination as provided in Chapter 5.67 of the Chula Vista Municipal Code. Submitting an appeal shall not relieve Operator of its obligation to decommission and remove the entire fleet of Devices from the City's right-of-way within the time period prescribed herein.



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EQUIPMENT AND SAFETY

After issuance of a Permit, Operator may deploy Devices within the City's right-of-way in strict accordance with the terms and conditions of the Permit and other applicable Federal, State, and local laws, regulations, and policies. If Operator desires to deploy a different category or type of shared micro-mobility Device, Operator must first provide sufficient information to the City Engineer, as determined by the City Engineer in his/her sole discretion, to determine whether such device complies with the Program's goals as stated in the "Overview" section of the Permit requirements and other Permit requirements. If the City Engineer determines, in his/her sole discretion, that the device satisfies those requirements, the City Engineer may provide Operator with written approval for inclusion of such device under the Permit.

ES1: Operator shall require that each Device meets the following minimum criteria:

- Maintained in a safe and operational condition
- Maintained in good repair at all times
- Designed to withstand the demands of outdoor and shared use
- Highly durable
- Theft and vandal resistant
- Safe, comfortable and easy to use by a wide range of users, and in the case of Devices with seats, include an adjustable seat
- Durable and functional brakes
- Warning bell
- Security hardware
- Front light that emits white light and a rear red reflector
- Safety information clearly posted on each Device and in the system software
- Display customer service contact information
- Display a clearly visible unique Device identification number, visible a distance of at least 10 feet away
- Maximum electric motor assist speed of 15mph
- Non-combustion motor
- Operator speed limiting controls of electric assist Devices
- Geo-fencing capabilities

It is preferred that Operators provide the following for each Device:

- Use of proprietary parts to deter Device and equipment theft and vandalism
- Three-wheel scooter Devices for stability-impaired users
- "Lock to" feature on Devices
- Technology to provide alerts to Operators when Devices have fallen over

ES2: Operator shall require that all bicycle Devices permitted under this Program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Operator shall require that all permitted Device systems meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210. Operator shall require that all



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bicycles meet all applicable Federal, State, and local laws including but not limited to California Vehicle Code (CVC) requirements for maintenance, use, and operation of bicycles including use of lights during hours of darkness, a front light that emits white light, and a rear red reflector.

ES3: Operator shall require that all electric-assist bicycles permitted under this Program meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles. This means that electric-assist bicycles shall have the following without limitation: fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Operator shall require that all electric-assisted bicycles permitted under the Program cease to provide assistance when the bicycle reaches or exceeds 15 miles per hour. Additionally, the City reserves the right to terminate any Permit issued under this Program if the battery or motor on an electric-assist bicycle is determined by the City, in its sole discretion, to be unsafe for public use.

ES4: Operator shall require that all electric scooters permitted under this Program shall comply with all applicable Federal, State, and local laws, including but not limited to the requirements listed in the CVC §§ 21220-21235 for motorized scooters on public roadways (CVC). These laws and requirements include, but are not limited to:

- (a) Age requirements;
- (b) Prohibition on sidewalk riding; and
- (c) Driver's License requirements.

ES5: Operator shall require all users/customers to acknowledge, through its mobile application or written agreement, that the user/customer will use and operate the electric scooters in accordance with all applicable Federal, State, and local laws, during the life of the Permit including but not limited to CVC §21235:

- (a) Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.
- (b) Operate a motorized scooter on a highway with a speed limit in excess of 25 miles per hour unless the motorized scooter is operated within a Class II or Class IV bikeway, except that a local authority may, by ordinance or resolution, authorize the operation of a motorized scooter outside of a Class II or Class IV bikeway on a highway with a speed limit of up to 35 miles per hour. The 15 mile per hour maximum speed limit for the operation of a motorized scooter specified in Section 22411 applies to the operation of a motorized scooter on all highways, including bikeways, regardless of a higher speed limit applicable to the highway. (Note: The City is contemplating an ordinance/resolution to allow operation on city streets with speed limits up to 35 miles per hour as allowed by this section of the CVC)
- (c) Operate a motorized scooter without wearing a properly fitted and fastened bicycle helmet that meets the standards described in Section 21212, if the operator is under 18 years of age.
- (d) Operate a motorized scooter without a valid driver's license or instruction permit.
- (e) Operate a motorized scooter with any passengers in addition to the operator.
- (f) Operate a motorized scooter carrying any package, bundle, or article that prevents the operator from keeping at least one hand upon the handlebars.
- (g) Operate a motorized scooter upon a sidewalk, except as may be necessary to enter or leave adjacent



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property.

(h) Operate a motorized scooter on the highway with the handlebars raised so that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.

(i) Leave a motorized scooter lying on its side on any sidewalk or park a motorized scooter on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic.

(j) Attach the motorized scooter or himself or herself while on the roadway, by any means, to any other vehicle on the roadway.

ES6: Operator shall have the capability of controlling the maximum speeds of electric powered Devices remotely and in conjunction with geo-fencing technology. The City retains the right to require Operator to establish geo-fenced locations/areas within the City to assist with Permit compliance and safety related issues (i.e. speed, parking, etc.). The City will meet and confer with Operator prior to requesting the establishment of any geo-fenced locations/areas.

ES7: Operator shall inform its users/customers that an electric scooter may be operated on a bicycle path, trail, or bikeway, but not on a sidewalk. Operator shall inform its users/customers they may operate an electric scooter on roadways without bicycle lanes where the speed limit is 25 miles per hour or less (note: this may be expanded to roadways with speed limits of 35 miles per hour or less by City ordinance/resolution in accordance with CVC §21235 during the Permit period), and shall be ridden as close to the right hand curb as possible, except to pass or turn left.

ES8: Operator shall require that all electric scooters meet the requirements for lights during hours of darkness, described in CVC §21223. This includes a front light that emits white light, a rear red reflector, and a white or yellow reflector on each side.

ES9: Operator shall require that all electric scooters shall comply with one of the following:

1. Operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied.
2. Operate in a manner so that the motor is engaged through a switch or mechanism that, when released, will cause the electric motor to disengage or cease to function.

ES10: Operator shall affix and maintain a unique identification number at a prominent location on each Device it deploys. Operator shall not deploy a Device in the City that has the same identification number as another Device in the State of California.

ES11: Operator shall require that all Devices be equipped with a Global Positioning Satellite (GPS) tracker or other tracking technology mounted on the Device that is capable of recording and transmitting the Device's location on demand in decimal degrees to four decimal places. The tracking technology shall provide 30 second ping rates or less while the Device is in operation.

ES12: Devices may self-lock or lock to a fixed object. Operator shall require that no Device or Device security alert component is able to contact law enforcement without human verification.



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ES13: Operator shall require that all Devices be equipped with technology that allows the Operator to place the Device in a maintenance mode and remotely suspend new rentals of the Device when the Operator has received a report or otherwise believes the Device is unsafe to operate.

ES14: Operator shall not affix third-party advertising, sponsorships, or sponsored content to its Devices.

ES15: Operator must provide a mechanism for customer service enabling members of the public to ask questions, report damaged Devices or improper parking, request refunds, or otherwise receive support. Operator must prominently display customer service contact information on each Device including but not limited to telephone number, email address, and website location.

ES16: Operator shall require that all permitted Devices have visible language that notifies the users/customers that:

1. Helmets shall be worn while using Devices in accordance with the CVC.
2. Device users/customers shall yield to pedestrians.

ES17: Operator agrees that the City is not responsible for educating users regarding helmet requirements and other laws; nor is the City responsible for educating users on how to ride or operate shared Devices. Operator agrees to educate users regarding all laws applicable to riding and operating a Device in the City, and County of San Diego and to instruct users to comply with applicable laws.

Operator must reach out to users/customers on a regular and systematic basis to provide the following information:

- Rules of the road and helmet use
- Safe riding and etiquette
- Proper Device parking
- Customer service contact information

Operator shall provide regular, creative and effective outreach to educate users/customers on helmet laws through means such as street teams, ambassadors, print media and social media. Operator should provide marketing and information to the community at large regarding helmet use as part of overall roadway safety practices.

Operator shall engage with users/customers to increase the safety of customers and all roadway users. Such engagements should include virtual (online, video, and other digital media), physical and in-person methods (local events, community meetings, etc.). Regular and repeated engagement is strongly encouraged, as well as use of effective and creative methods of reaching people. Engagement should consider the needs and concerns of users/customers as well as non-users of the Program. Engagement should reflect values consistent with the community, including but not limited to, safety, civic/civil engagement, mobility options, sustainability and wellbeing, and encourage behaviors consistent with those values. Operator's use of ambassadors and street teams is strongly recommended, as well as orienting marketing and outreach to the community at large to reach both users and non-users of the system. Operator should host events, classes, rides or other publicly-available means to inform and educate people.



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Operator shall ensure that its software regularly and systematically educates users/customers about Device riding and parking rules. Operator should implement a mechanism for users/customers to be informed and reminded of traffic laws, proper parking and associated penalties that apply before every Device ride through an in-app message, video, or other means. These may include information on the cost of fines for sidewalk riding; that Devices must stop at stop signs and follow roadway rules; that riding Devices on a sidewalk will put the rider and others at risk; and that improper parking can create a hazard for pedestrians, wheelchair users and other vehicles.

ES18: Operator shall promptly disclose to the City’s Program Manager and the Chula Vista Police Department any patterns of vandalism, sabotage, intentional destruction, or other damage of or to its Devices that could render the Devices unsafe for use.

ES19: Operator shall not install a fixed object such as a station, dock, electric charging infrastructure, or paint/pavement markings in the City right-of-way unless the Operator has first obtained separate permits for installing and using the fixed object. Operator shall consult with and get approval from the City’s Program Manager regarding any proposed installation of a fixed object before applying for the separate permit.

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PARKING

P1: Operator must adjust, park, relocate, or remove all improperly parked Devices.

P2: Operator shall inform users/customers how to park Devices responsibly and in accordance with all laws and Permit requirements.

P3: Operator shall require users/customers to park all Devices in strict accordance with all laws and Permit requirements.

P4: Operator shall require users/customers to park Devices only on hard surfaces (i.e. asphalt, concrete, pavers, etc.) or at a bike rack/corral within the landscape/furniture zone of the sidewalk within the City right-of-way.

P5: Restrictions to eligible Device parking zones on sidewalks:

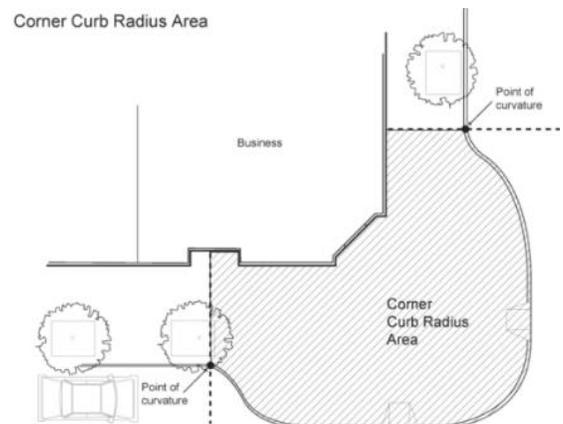
- (a) Devices shall not be parked at the corner curb radius area at roadway intersections (see figure to the right).
- (b) Devices shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
- (c) On blocks without sidewalks, Devices may only be parked where the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

(d) Devices shall not be parked in the landscape/furniture zone adjacent to or within:

- Parklets or streateries;
- Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks or designated areas;
- Loading zones;
- Disabled parking zone;
- Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- Curb ramps;
- Entryways;
- Driveways;
- Raised Medians and Median Transit Stations



Landscape/Furniture Zone Pedestrian Zone Frontage Zone





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P6: During the life of this Permit, the City reserves the right to determine certain block faces or other areas within the right-of-way where Device parking is prohibited.

P7: Devices that can be locked to a fixed object may be parked and locked to a City bike rack or corral or another object. Devices shall not be locked to:

- (a) Transit stop signs, benches or shelters;
- (b) Trees or vegetation;
- (c) Fire hydrants;
- (d) Ramp and staircase railings;
- (e) Utility infrastructure, including poles.

P8: Operator shall demonstrate prior to Permit issuance that it can employ geofencing technology to encourage, discourage, and potentially prohibit trip ends and parking in geofenced areas. The City retains the right to create geo-fenced stations within certain areas where Devices shall be parked.

P9: Operator acknowledges and agrees that any Device that is parked in one location for more than seven (7) consecutive days without moving is considered "idle" and may be removed by City crews and taken to a City facility for storage at the sole expense of the Operator. City shall invoice the violating Operator as stated below (**Requirement O6**).

P10: Operator shall require its users/customers to place all Devices upright when parked.



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OPERATIONS

01: Operator shall have a 24-hour customer service phone number for users/customers to report safety concerns, complaints, or ask questions. Operator should provide customer support service in multiple languages, especially Spanish. Operator should provide additional customer support and service mechanisms (e.g., mobile applications like Twitter, texting, websites like Nextdoor, phone number) and hours of service. Operator shall provide clear and visible customer support contact information on every Device. Operator shall respond to all contacts within 4 hours. Operator shall strive to use technology to reduce all customer service response times, including those to City personnel.

Operator should establish a separate public safety reporting and response system and provide the City with a monthly summary of all complaints received.

02: Operator shall provide the City with a direct contact or a Public Safety Hotline to allow City personnel direct contact with the Operator staff 24 hours per day for emergency response and Device relocation, removal, and re-balancing. Operator shall re-park, remove, relocate, and/or rebalance Devices in violation of any parking requirements when notified by the City or the public as follows:

- From 6am to 6pm on weekdays, not including holidays – within four (4) hours of receiving notice,
- All other times – within twelve (12) hours of receiving notice.

03: Operator shall remove any inoperable Device, or any Device that is not safe to operate from the City right-of-way within twenty-four (24) hours of notice by any means to Operator by any individual or entity. Operator shall verify the repair any inoperable or unsafe Device before returning the Device to the active fleet.

04: It is preferred that Operator have systems in place that service areas do not exceed 200 Devices per square mile. Greater densities will be considered by the City based upon usage data.

05: A Device is considered to be “idle” if it has been parked in the same location in the City for more than seven (7) days without being rented. If any individual or entity notifies Operator that a Device is idle, Operator shall inspect, re-park, relocate or remove the Device in accordance with the timelines listed in **Requirement 02**.

06: Operator shall be responsible for all costs incurred by City to address or abate Operator’s violations of the Program requirements, including but not limited to costs incurred by City for repair or maintenance of public property. City will provide written notice to Operator for any such costs incurred. Upon receiving written notice from City for such costs, Operator shall submit its payment to City or provide a written response, with supporting documentation, contesting the merit of the violation/repair/maintenance notice within thirty (30) calendar days. The Program Manager will evaluate all responses from the Operator and make a determination of merit within fifteen (15) calendar days. If the Program Manager’s determination finds that Operator is responsible for costs, Operator shall make payment to City for such costs within five (5) calendar days from date of Program Manager’s determination. Operator acknowledges and agrees that its failure to timely reimburse City may result in



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revocation of Operator's Permit and/or reimbursement through the Operator's performance bond (**Requirement G6**). After Operator has made payment to City, Operator may appeal the Program Manager's determination to the City Manager in the same manner as proscribed in **Requirement G9**.

O7: All applicants to the Program shall include the proposed initial fleet size of 500 Devices and contemplated increases (quantity and timing) in their application. Operator shall notify the City if it plans to change its fleet size no less than two (2) weeks before deployment/removal. With such notice, Operator shall include any applicable additional program administrative fee for the expanded fleet (**Requirement F3**), and documentation of its updated performance bond (**Requirement G6**). No refunds in administrative fees will be made for fleet reductions.

O8: Operator shall deploy a minimum of 50% of its fleet within the western portion of the City (West of I-805 freeway). Operator shall deploy a minimum of 25% of its fleet within the eastern portion of the City (East of I-805 freeway). After six months of active deployment, Operator may provide data, analysis, evaluations, justifications and proposals to the Program Manager regarding any revisions to the percentages and areas defined in this paragraph. The City will have sole authority to make any revisions during the pilot Program.

O9: Operator's minimum initial fleet deployment is 500 Devices during the first month of the pilot. Operator can increase fleet size to 750 Devices during the second month of the pilot and 1,000 Devices during the third month of the pilot. After the third month, Operator may expand beyond 1,000 Devices upon written approval from the City. The start date used to define the first, second, and third month will be the day after the initial launch date.

O10: The City will limit the deployment to no more than 5,000 Devices total from all Operators combined during the pilot period unless a higher limit is authorized by the City Engineer. Minimum use rate per device per day, equitable deployment throughout the City and fulfillment of the program goals will be some of the factors considered in the City Engineers determination.

O11: This Permit is only valid for operations within the City right-of-way. Additional operation zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, Public Business Improvement Districts (i.e., Third Avenue PBID) or campuses. However, in order to obtain permission to do so Operator shall coordinate with the appropriate department, agency, or property owner. Operator shall communicate information regarding additional operation zones to the user/customer through signage approved by the respective entity and/or through the mobile and web application.

O12: Operator shall establish at least one method in which users/customers who may not have a smartphone, bank account or charge card can rent a Device.



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DATA SHARING

Note: The required 30 second or less ping rate during a Devices operation is intended to facilitate the collection of data identifying the street segments being traveled upon by the users/customers. The City encourages Operator to break individual trip routes into individual City block street segments when reporting to further anonymize the data. Individual trip origin and destination data coupled with trip volumes on individual City block segments will assist the City in prioritizing future infrastructure improvements.

DS1: In advance of Permit issuance, Operator must have an application program interface (API) or other automated mechanism that allows their services to be integrated into third-party mobility aggregators applications so that users/customers can see data about and procure services through third-party Mobility as a Service applications. In the effort to reduce greenhouse gases and vehicle miles traveled and provide users seamless connections between mobility choices, Operator is encouraged to provide Device availability information to other third-party mobility aggregator's applications and transport providers. The intent is to support development of global (all-inclusive) mobility trip planning applications and tools.

DS2: Operator must provide accurate real-time data for all Device types to the City, and contracted City partners, in the General Bikeshare Feed Specification (GBFS) and City of Los Angeles Mobility Data Specification (MDS) formats, each through an API. Links to both specifications are published online at <http://github.com>.

DS3: Operator must make the MDS feed available to contracted City partners for explicit purpose of program management and evaluation. As such, these feeds must be consumable by third-party software. Operator acknowledges and agrees that City is permitted to use all data the Operator provides in accordance with the MDS. Operator should not change the API URLs without notifying the City with at least 30 days' notice. Operator should make the API endpoints available to the public for viewing data, querying data, and mapping.

DS4: Operator acknowledges and agrees that City may use public or private third-party partner (i.e. academic institution, private data analytics firm, etc.) for program management and evaluation. Operator agrees to share data required per this Permit with the third-party partners per direction of the City. If Operator requires License Agreements or other agreements, Operator will provide them at no cost to City and City partners and, provide License Agreements will not limit or supersede any requirements of this Permit.

DS5: Operator must maintain a standardized dashboard interface to support the City in viewing data, querying data, and mapping for program monitoring and compliance using the data from the aforementioned specifications.

DS6: Operator shall make data collected available for the duration of the Program.



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DS7: Operator shall not share personally-identifiable information with the City or contracted City partners. Operator shall ensure the privacy of its users/customers. Operator must protect personal information using industry-accepted encryption, and Operator must anonymize data provided to anyone under this Permit. Operator shall obtain customer permission before sharing data with City or a third party. Auto renewal procedures for customer permission to share personal information data must comply with state and federal laws and standards.

DS8: Subject to **Requirement DS18**, non-GBFS data consumed through API by contracted City partners shall not be publicly available without prior consent of Operator.

DS9: The City may, at its sole discretion during the life of the Permit, require the Operator to use the most current and/or updated version of the MDS. The City notification to the Operator will be in writing or, by releasing an automatic update and/or disabling support of the previous version. Operator shall not disable support for the previous version without notifying the City with at least 30 days' notice.

DS10: Operator is directly responsible for obtaining an API key from the City to which they will publish the data described below. The data to be published to the City API will include the following information in real time for every Device parked in the City operational area (minimum uploads every 30 seconds):

1. Point location
2. Device identification number
3. Type of Device
4. Charge level (if electric)
5. Additional Data Sharing Requirements:
 - a) At time of application submission, Operator agrees to provide the City either directly, or at the City's discretion, through one or more third-party partner (analytics provider), access to:
 - i) Real-time vehicle status through APIs;
 - ii) Trip data for their entire City fleet through APIs;
 - iii) Archival vehicle maintenance data through APIs;
 - iv) Archival incident data or real-time incident reporting through the City's third-party partner (analytics provider).
 - b) APIs should be RESTful, accessed via JSON Web Tokens (JWT), and return data in JSON format.
 - c) APIs should provide only HTTPS endpoints.
 - d) APIs must be provided prior to Permit issuance.
 - e) APIs must be provided according to the current version of the MDS.
 - f) APIs must be updated at least every 30 seconds.
 - g) Operator agrees that the City's third-party partner (analytics provider) will host vehicle location and trip data for the purposes of providing the City with analytics to support transportation policy and planning.

DS11: Operator agrees to notify and coordinate with the City on deployment of new Devices or advancements in technology used to fulfill the permit requirements.



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DS12: As part of the Permit application process, Operator shall demonstrate compliance with the MDS.

DS13: Notwithstanding the returned results of any of the Mobility Data APIs, it shall be the sole responsibility of Operator to comply with the City's program requirements listed herein.

DS14: Operator must provide accurate monthly reports to the City describing system operation, system use, reported complaints, customer service responses, and system maintenance. Operator shall keep a record of maintenance activities, including but not limited to Device identification number, maintenance performed and when any Devices are removed from/returned to service. Operator shall send these records to the City monthly or as otherwise requested by the City.

Operator will provide monthly anonymized data reports to the City for the following data on all Devices within the City Limits:

- Total users in system by month
- Trip number by day, week and month
- Aggregate trip origin/destination information
- Trip length and time
- Monthly trips on city block segments

DS15: Operator shall keep a record or summary of all accidents/collisions for which they have received notice. The record or summary will be provided to the City monthly or at such other frequency as requested by the City.

DS16: Operator shall conduct at least two user surveys (at about the 5 and 10-month mark) to provide information to the City for future planning, including asking users/customers what mode of transportation was replaced for the use of a shared micro-mobility Device. Survey questions will generally be consistent among Operators and jointly determined with the City and/or the City third-partner.

Additionally, if available, Operator shall provide an aggregated monthly report of the users/customers riding in or through the city by gender and age. Gender will be reported by male, female, and other. Age will be reported into these age groups: under 18, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

DS17: Operator shall make data available to the City and any contracted City partners for the duration of the Program. The Operator API shall provide a minimum of one year's worth of pilot program data. The City and its contracted City partners may use and analyze the data received and may create and publish derivative products and reports. Program summary utilization data and trend data may be made public.

DS18: Operator acknowledges and agrees that City is subject to the California Public Records Act (PRA) and other transparency and record disclosure laws. Operator acknowledges and agrees that any information provided to or made available to the City under this Program may be subject to disclosure under the PRA or other laws. If a public disclosure request is submitted that could result in the City disclosing data required by this Permit, the City will use reasonable efforts to notify Operator prior to disclosing such data.



SHARED MICRO-MOBILITY DEVICE (PILOT PROGRAM) PERMIT REQUIREMENTS

FEES

Note: The program administrative fees have been determined on a full cost recovery analysis assuming a minimum deployment by two Operators. This provides for a minimum level of oversight by City staff and contracting with a third-party partner for data analytics. Fees are reduced for additional deployments beyond the minimum and will provide funding for additional analytics, outreach and potential infrastructure improvements.

F1: Applicants shall pay \$146 for an annual permit fee for the Shared Micro-Mobility Device program.

F2: Applicants shall pay the City \$210 for every hour of Permit review and inspection needed. Estimated times for reviewing Shared Micro-Mobility Device Program Permits is eight hours; therefore, upon submitting an application, applicants shall pay \$1,680 to the City. Any time not used shall be reimbursed to the applicant and any additional time shall be billed, upon Permit closure.

F3: Applicants shall pay a program administrative fee of \$70/Device for the initial minimum deployment of 500 Devices. The fee will be reduced to \$50/Device for the next 500 Devices and finally, \$25/Device for all remaining devices deployed by the Operator. It is anticipated that users/customers will ride devices into, out of and through the City. All of the Operator's Devices in the City, including those that may have been permitted and deployed in another jurisdiction, must be reported by the Operator via the data specifications requirements of this permit. Daily maximum devices within the city limits will be averaged on a weekly basis and compared with the Operators allowable permitted Device deployment in the City.

The City intends to use the data gathered during the pilot period to evaluate options to evolve the per Device administrative fee to a per ride fee/surcharge that would till provide for full cost recovery.

Operator must be in compliance and in good standing with payments of taxes, fees, and citations or their Permit may be revoked. The City reserves the right to amend these fees to ensure cost recovery and facilitate program development.

F4: Any costs arising from the need for City crews to relocate or remove Devices from any location where a Device is prohibited under this Permit (**Requirement O6**) shall equal the City crews' hourly rate plus fifteen percent.

F5: Applicants shall obtain a valid Chula Vista Business license prior to Permit issuance.



SHARED MICRO-MOBILITY DEVICE (PILOT PROGRAM) PERMIT REQUIREMENTS

MISCELLANEOUS

M1: The failure of the City to insist, in any one or more instances, upon the performance of any provision, term, or condition of the Permit, or to exercise any right in the Permit, shall not be construed as a waiver or relinquishment of such provision or right, nor shall City relinquish any rights that it may have under the Program or Permit.

M2: If any provision, term, or condition, or any portion thereof, of the Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions, terms, and conditions of the Permit shall remain enforceable to the fullest extent permitted by law. The Permit requirements shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

M3: If City brings any action against Operator to enforce any provision, term, or condition of the Permit, Operator agrees to pay all costs incurred by City related to such enforcement, including reasonable attorneys' fees, and such obligation shall apply to declaratory relief, if necessary, to interpret any provision, term, or condition of the Permit.



SHARED MICRO-MOBILITY DEVICE (PILOT PROGRAM) PERMIT REQUIREMENTS

Application

Any company interested in applying for a Permit shall submit an application to the City. The application must include these items:

1. Table listing all the policies above and the applicant's response;
2. Completed Annual Permit – use "Other" for Permit Type;
3. Insurance documentation (**Requirement G5**);
4. Images and description of shared micro-mobility Devices and mobile application;
5. Size of fleet at launch, including any planned fleet expansions during the pilot period;
6. Service area at launch, including any planned expansions during the pilot period;
7. Plan for educating users on proper Device parking;
8. Plan for encouraging compliance with helmet laws within the County of San Diego;
9. Plan for providing an equitable Device share service; and,
10. \$1,680 deposit to the City (**Requirement F2**).

If the application meets all the requirements, applicant will need to submit the items below prior to issuance of the Permit.

1. Bond (**Requirement G6**);
2. 5 account logins for City oversight;
3. \$146 annual permit fee, check made payable to City of Chula Vista;
4. Proof of valid Chula Vista Business License (**Requirement F5**);
5. Program administrative fee (**Requirement F3**) to the City of Chula Vista. Applications can be sent to:
City of Chula Vista
ATTN: Engineering Department
276 Fourth Avenue
Chula Vista, CA 91910

Attachment A – Indemnity and Insurance Agreement

Attachment B – Release



Indemnification and Insurance Agreement

This Indemnification and Insurance Agreement ("Agreement") is entered into on _____, 2019, by and between the CITY OF CHULA VISTA, a municipal corporation ("City") and _____ ("Operator").

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City's Charter.
- B. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to Chula Vista Municipal Code Section _____ ("Shared Mobility Device Pilot Program" or "Pilot Program"), the City Engineer and/or Director of Development Services has approved the issuance of a Shared Mobility Device Pilot Operator Permit ("Permit") to Operator authorizing the deployment of Shared Mobility Devices within the City.
- C. Operator's participation in the Pilot Program and the issuance of the Permit is contingent upon Operator executing and recording an indemnification agreement and maintaining insurance coverage limits as determined by the City's Risk Manager.
- D. City and Operator desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS.** Operator acknowledges and agrees that the City and officers, officials, employees, and volunteers (each a "City Party", collectively the "City Parties") are not liable for any injury to property or persons (including wrongful death) arising out of, related to, or incident to any alleged acts, omissions, negligence, or willful misconduct of Operator or any of its parent companies, subsidiaries, joint ventures, partnerships, officials, officers, employees, agents, contractors, or volunteers (each an "Operator Party"; collectively the "Operator Parties") arising out of, in connection with, or in any way related to the Permit or Pilot Program. Operator agrees to defend, indemnify, and hold harmless the City and each City Party from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, liabilities, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to: (i) any action or omission of an Operator Party related to its participation in the Pilot Program, (ii) any business conduct or

operation of an Operator Party, (iii) any violation of any law or regulation by any Operator Party or its users or customers, (iv) any bodily injury, including death, or damage to property arising out of or related to any deployment, maintenance, operation, use, misuse, placement, or mis-placement by any person of any device or equipment that is owned, leased, controlled, or rented by any Operator Party, (v) City's disclosure of, or refusal to disclose, any Operator Party's trade secrets or other technical or financial information, and (vi) City's disclosure of, or refusal to disclose, any Operator Party's personally identifiable customer data, except to the extent such loss or damage was caused by the sole negligence or sole willful misconduct of the City.

Operator's obligations under this section shall include, without limitation, circumstances where claims made, damages alleged, or liability established are based on the negligent acts or omissions of any City Party which may be in combination with the negligent acts or omissions of any Operator Party or any third party.

Operator's obligations under this section shall apply to all claims and liability regardless of whether any insurance policies of the Operator or any Operator Party are applicable thereto. The policy limits of any insurance of Operator or other parties are not a limitation upon the obligations of Operator, including without limitation, the amount of indemnification to be provided by Operator.

Operator's obligations under this section include, without limitation, an obligation to immediately accept all tenders and defend, at Operator's own cost, expense, and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more City Parties.

Operator agrees to pay any and all costs that City incurs enforcing the indemnity and defense provisions set forth in this section.

The provisions of this section shall survive the expiration and termination of the Pilot Program and this Agreement.

2. **INSURANCE.** Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, and for a period of two (2) years thereafter, Operator will maintain the insurance coverage set forth in Exhibit "A" to this Agreement, which is attached hereto and incorporated herein.

3. **AMENDMENT.** This Agreement may be amended, but only in writing signed by both Parties.

4. **SECTION HEADINGS.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. **WAIVER.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. SEVERABILITY. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

7. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

8. NOTICES. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and-addressed as follows:

If to Operator:

If to City:

City Manager
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

With a copy to:

City Attorney's Office
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

10. EFFECTIVE DATE. This Agreement will be effective as of the date identified in the preamble.

[Remainder of page intentionally left blank. Signature page to follow.]

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF CHULAVISTA

By:

Gary Halbert
City Manager

APPROVED AS TO FORM:

Glen R. Googins
City Attorney

OPERATOR

By:

Name:

Title:

Insurance Requirements for Shared Mobility Device Pilot Program

Operator (also identified herein as “Permittee”) shall procure and maintain for the duration of the Shared Mobility Device Pilot Program permit, and for a period of two (2) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with or related to the permit or Agreement. The cost of such insurance shall be borne solely by the Permittee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Minimum Limits of Insurance

Commercial General Liability (CGL): Permittee shall maintain limits not less than \$1,000,000 per occurrence for bodily injury and property damage, and no annual aggregate. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Automobile: Permittee shall maintain automobile insurance, of not less than \$1,000,000.00 per accident for bodily injury, including death, and property damage.

Workers’ Compensation: Permittee shall maintain workers’ compensation insurance as required by the State of California with statutory limits and employers’ liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Umbrella Insurance: Permittee shall maintain an umbrella insurance policy providing coverage in excess of its primary CGL, automobile policies, and employer’s liability in an amount not less than \$5,000,000.00 per occurrence.

If the Permittee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Permittee.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Permittee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Permittee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

1. The above policies (other than the Workers’ Compensation policy) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Permittee. The Liability Additional Insured endorsement must not exclude Products / Completed Operations.

2. The Permittee’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the

City, its officers, officials, employees or volunteers, shall be excess of the Permittee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Permittee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Permittee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Permittee hereby grants to City a waiver of any right to subrogation which any insurer of said Permittee may acquire against the City by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



ATTACHMENT B

RELEASE

(Operators must include release language in their applications and each rider/user/customer must affirmatively sign or check a box within the application notating consent. Operators must obtain an affirmative signature or box check from riders/users/customers as a condition for participating in the Shared Micro-Mobility Device Pilot Program and using the Device in the City of Chula Vista.)

For and in consideration of rental and use of the device, rider, for himself or herself and on behalf of rider's heirs, executors, administrators, and assigns, forever releases and relinquishes and discharges the City and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (collectively, the "City"; each a "City Party") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including those for personal injury, wrongful death, and property damage, to rider or any to third party, (collectively, "Claims") which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use, or operation of the Operator's device or equipment, including without limitation Operator's bikes, scooter, devices, or the Operator's website, including any and all claims related to the sole or partial negligence of any City Party or any other party. Rider hereby expressly waives any and all Claims against the City which rider does not know or suspect to exist in his or her favor at the time of renting and using the device, and expressly waives rider's rights under any statues that purport to preserve rider's unknown claims.