TO: Honorable Mayor and City Council Members

FROM: Clem Brown, Environmental Sustainability/Special Projects Manager
Via Scott Huth, City Manager

DATE: May 6, 2019

SUBJECT: License Agreement with Gotcha Ride LLC to Operate the North County Bike Share Pilot Program in the City of Del Mar

REQUESTED ACTION/RECOMMENDATION:
Staff requests that the City Council approve a license agreement with Gotcha Ride LLC (Attachment A) to operate the North County Coastal Bike Share Pilot Program in the City of Del Mar and authorize the City Manager to execute the agreement.

BACKGROUND:
The City of Del Mar is committed to reducing local greenhouse gas (GHG) emissions to limit the effects of climate change, while also offering viable transportation alternatives to driving. Del Mar has adopted a Climate Action Plan (CAP) that establishes a number of strategies to meet GHG emissions reduction targets, including facilitating safe, convenient, and affordable alternative transportation options. Specifically, Goal 14 in the CAP includes a strategy to “explore implementation of a bike share program...to provide another transportation alternative for traveling in town.”

Transportation, especially travel via single occupancy vehicles, is a major source of GHG emissions in Del Mar and the other north San Diego County (North County) coastal cities. Offering and promoting programs like bike share, that replace vehicle trips with bike trips, is one way Del Mar can help to reduce emissions while offering more efficient and more affordable transportation modes for residents, employees, and visitors.

Bike share is a service by which bicycles are made available for shared use to individuals on a very short-term basis, allowing them to borrow a bicycle at one location and return it either to the same or an alternate location within a defined geographic boundary. Bicycles are especially well-suited to provide the “last mile” transportation from a rail or bus stop to a final destination. Bicycle transportation relieves parking congestion, providing better accessibility to beaches, parks, businesses and tourist attractions, and is beneficial to the development of the economy. For these reasons, bike share programs are rapidly launching in many cities in the region and around the nation. The North County coastal...
cities, with their large areas of level coastal terrain and large number of bus and rail stops along the coastal corridor, are uniquely positioned to benefit from a coordinated single-provider regional bike share program.

Recognizing the benefits of a regional approach to implementing a bike share program, staff from North County coastal cities, the North County Transit District (NCTD), California State Parks, Camp Pendleton, and the San Diego Association of Governments (SANDAG) began to collaborate on the program.

On March 5, 2018, the City Council directed the City Manager to enter into a Memorandum of Understanding (MOU) to work towards establishing a pilot bike share program in partnership with the cities of Solana Beach, Encinitas, Carlsbad, and Oceanside, in addition to SANDAG and NCTD (collectively known as Parties) (Attachment B). Through this partnership, the Parties agreed to seek a single bike share vendor to operate within the North County coastal cities to achieve economies of scale, to reduce conflicts between competing operators, and to provide optimal convenience to users renting a bicycle in one jurisdiction and terminating the rental in another jurisdiction. To date, the cities of Del Mar, Solana Beach and Encinitas have formally signed the MOU.

On April 5, 2018, a Request for information (RFI) was issued by the City of Encinitas on behalf of the Parties seeking interested operators to deploy a bike share program in the North County coastal cities.

On May 4, 2018, the Parties received proposals from six (6) bike share operators with an interest to deploy and operate a bike share program in the North County coastal cities. Proposals were received from the following operators: BCycle, DecoBike, CycloShare (operator of DecoBike), Gotcha, LimeBike, Spin, and Ofo. Each proposal was evaluated based on the following criteria:

1. Experience of the operator and proposed staff  
2. Approach to the project  
3. Availability and proposed use of technology and methodologies  
4. Capability to perform  
5. Relevant experience  
6. Innovation

After a thorough group-vetting of the proposals, which included two rounds of in-person interviews, reference checks and follow-up conversations, staff from the Parties selected Gotcha as the preferred operator for the North County Coastal Pilot Bike Share Program.

Finally, on April 1, 2019, the City Council adopted Ordinance 947, “An Ordinance of the City Council of the City of Del Mar, California Adding Chapter 14.60 to the Del Mar Municipal Code Regarding a Pilot Shared Mobility Program.” Ordinance 947 regulates
shared mobility devices and enables the City to implement a pilot bike share program to be operated by a single bike share licensee. The licensee is allowed to deploy unpowered bicycles and/or “Class 1” or “Class 2” electric powered bicycles within the City, subject to a negotiated license agreement approved by City Council. All other shared mobility devices (e.g., electric scooters) are prohibited under the ordinance. Being that shared mobility devices are still a new, evolving and untested mode of transportation within the City, the ordinance enables the City to more accurately gauge the scope and scale of their impact on City rights of way, public space and businesses and potential benefit to shared mobility users.

DISCUSSION/ANALYSIS:
With Ordinance 947 adopted and Gotcha identified as the preferred operator for the North County Coastal Pilot Bike Share Program, staff has prepared the proposed operational aspects to include in the license agreement that will allow Gotcha to safely and effectively operate the pilot program in Del Mar. As part of the process to tailor Gotcha’s bike share system to Del Mar, staff met with the City’s Sustainability Advisory Board, Business Support Advisory Committee, Traffic and Parking Advisory Committee, and the Del Mar Village Association to review various aspects of the proposed program for feedback. Those committees provided extensive input on the operation of the pilot based on their areas of expertise. Furthermore, a number of important questions were raised researched and responded to by staff and those responses are included in the “North County Bike Share Pilot Program Frequently Asked Questions” in Attachment C.

Gotcha is proposing to provide the City of Del Mar with up to 75 three-speed electric assist bikes at approximately 12 bike hubs (nine City hubs and three hubs at the Fairgrounds) for renting and returning bikes (see Exhibit 1 to Attachment A for proposed hub locations). The electric assist bikes will give riders more range and a better experience when they encounter hills, and could expand bike transportation to a wider range of individuals with varying cycling abilities. All Gotcha bikes will be equipped with a GPS enabled smart lock, magnesium alloy wheels, solid inner tube tires, an adjustable seat, carbon fiber belt drive, automatic front and rear lights, and a front storage bucket. The bike hubs will include a combination of existing City bike racks, new bike racks provided by Gotcha, and/or virtual bike “corrals” indicated by paint and/or signage.

Gotcha’s bike share program is unique compared to some of the other bike share programs operating in the region. The main attribute that sets them apart is their focus on clutter-free operation. Their model includes designated hubs where bikes are picked up and returned, and their bikes include lock-to technology. The system is managed using sophisticated software that knows the location and level of battery power of each bike at all times. Gotcha utilizes state-of-the-art GPS technology and geo-fencing capabilities to manage and promote proper bike parking. Using a smart phone application (app) in real time, Gotcha communicates with users on appropriate parking and hub locations. Gotcha provides incentives (i.e., rental credit) for users who park in designated hub locations and disincentives (i.e., penalty fees) for users who park improperly and/or
outside of a hub location. The North County Coastal Pilot Bike Share Program will include a dedicated Gotcha support team that will rebalance, organize, maintain, and replace the batteries on the bikes daily. This combination of technology, features, and support will yield a predictable, organized, and reliable bike share experience (Attachment D).

Gotcha plans to fund the pilot through user fees. However, Gotcha would also like to explore potential sponsorships from local companies that would receive advertising space on the bikes or the informational signage at the bike hubs. The City’s regulations on signage (DMMC 30.84) would not allow for advertisements on signage at the bike hubs but potential sponsorships on the bikes may be allowed. The license agreement stipulates that all potential advertisements must be pre-approved by the City Manager before installation.

The license agreement negotiated with Gotcha includes the following terms to enhance the benefits of bike share while mitigating potential nuisance, risk, and City liability:

- Limits the number of bikes deployed (up to 75 in Del Mar) and allows for adjustments up or down based on usage data and operational effectiveness of the program;
- Requires robust geo-fencing incentives to mitigate the potential that bikes could be misplaced on sidewalks, roads, or other places;
- Requires rapid response time from Gotcha if complaints are received or issues occur;
- Requires significant staffing from Gotcha to support management of the bike fleet, including maintaining the bikes in good working order, replacing bike batteries in a timely manner, and rebalancing the distribution of the bikes as needed;
- Requires bike share data to be provided to the City to help manage and assess the pilot program and plan future bike infrastructure based on riding patterns;
- Includes liability for operation of the bike share program placed solely with Gotcha;
- Requires the operator to establish clear rules for bike share use, including notification to users and marketing regarding bicycle laws, bike etiquette, and bike safety;
- Requires selection of sponsors for the bikes to be pre-approved by the City Manager; and
- Limits the pilot to one year to allow time to assess the success of the program and consider extension of the program if successful.

Gotcha has indicated they can launch the pilot bike share program by the beginning of this summer with enough time factored in to conduct a robust community outreach program. Installation of any new bike racks (e.g., Gotcha bike hubs) will require a long-term major encroachment permit. When the final locations for the bike hubs are determined, staff will return to City Council for the necessary approval. After the pilot
period is complete, City staff will return to present the results of the pilot bike share program.

PRIOR CITY COUNCIL REVIEW:
March 5, 2018 – City Council directed the City Manager to enter into a MOU with the Parties to develop and implement a one-year pilot regional bike share program.

March 18, 2019 and April 1, 2019 – City Council introduced and adopted an ordinance to establish guidelines for a Shared Mobility Pilot Program.

FISCAL IMPACT:
There are no direct fiscal impacts associated with the execution of the license agreement. Gotcha will bear the sole cost of deploying and operating the bike share program at no cost to the City. Staff time will be needed to coordinate with Gotcha to ensure that the program operates in a manner that is beneficial to the City.

ENVIRONMENTAL IMPACT:
The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

The action being considered is also related to the City’s CAP, supporting Goal 14: Adopt a Bicycle Strategy.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
Adoption of the proposed ordinance is a priority project in the City Council’s goals and priorities work plan for Fiscal Year 2018-2019.

ATTACHMENTS:
Attachment A – License Agreement with Gotcha Ride LLC
Attachment B – Memorandum of Understanding for a Regional Bike Share Program
Attachment C – North County Bike Share Pilot Program Frequently Asked Questions
Attachment D – Gotcha Presentation on the North County Bike Share Pilot Program
City of Del Mar Pilot Bike Share Program

Operator License Agreement

This Pilot Bike Share Program Operator License (“Agreement”) is made this 6th day of May 2019, by and between the City of Del Mar (“City”) and Gotcha Mobility, LLC (“Operator”).

RECITALS

1. Goals of City include enhancing mobility and access, easing traffic congestion, and promoting sustainability, while ensuring the protection of public health and safety, including the safety of the public traveling by foot, bicycle or any vehicle on public sidewalks, streets and other public rights-of-way.

2. Consistent with that goal, City has adopted Chapter 14.60 of Title 14 of the City of Del Mar Municipal Code (“DMMC”) for the implementation of a limited term pilot program to facilitate the use of shared mobility devices (the “Pilot Bike Share”), under the provisions contained therein.

3. Operator is in the business of constructing and providing shared mobility products (“Assets”) and services for municipalities, colleges, and universities throughout the United States, and has developed a proprietary shared mobility platform with access to related proprietary software, hardware, ongoing maintenance services, and expansion assistance (the “Business”).

4. Consistent with DMMC Chapter 14.60 City has selected Operator as the Operator under its Pilot Bike Share Program, to establish and maintain a pilot shared mobility platform using Operator Assets (“Services”) on City premises (the “Premises”), and Operator is willing to perform and maintain the Services on the Premises, under the terms and conditions hereinafter set forth.

5. Operator will abide by all applicable federal, state, local and City ordinances and rules, including those governing the use of public space to efficiently and effectively provide Bike Share Services.

6. Operator possesses GPS, 3G, and self-locking technology in its bike fleet such that Bikes, as defined by DMMC Chapter 14.60, may be locked and opened by users with a mobile application (“App”) and tracked to provide for effective operations and maintenance and for Operator to perform its obligations under this Agreement.

AGREEMENT

1. Term. This Agreement is effective for one year from the date the first user ride is taken hereafter referred to as Launch Date (“Initial Term”). At the conclusion of the Pilot Bike Share Program Term, the Agreement may be extended by mutual written agreement of the parties for additional terms, as may be negotiated (“Renewal Term”), subject to any new terms agreed in writing between the parties.

2. Exclusive Operator During Pilot Program Term. Consistent with DMMC Chapter 14.60, City designates Operator as the exclusive operator of Bike Share services within its
Public Areas and Public Right-of-Way except in City designated Restricted Areas. This designation is personal to Operator and may not be assigned or transferred, except as provided herein. This exclusivity provision shall expire and not be renewed past the Initial Term unless agreed in writing by the parties.

3. **Use of City Property.** Subject to the limitations set forth in DMMC Chapter 14.60 and administrative regulations adopted by the City Manager to implement the provisions of that chapter, City authorizes Operator to use those portions of the City’s Public Areas and Public Right-of-Way (as defined in DMMC Chapter 14.60 (“City Property”) solely for the purposes set forth in this Agreement. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer to Operator any real property interest in City Property. Operator is required to obtain an encroachment permit pursuant to Chapter 23.28 of the Del Mar Municipal Code for the installation of all bike hubs within the City’s right of way.

4. **Licensed Use.** Operator customers may use City Property solely for parking of Bikes (as defined by DMMC Chapter 14.60) owned and maintained by Operator for use in the City’s Pilot Bike Share Program. Pursuant to DMMC Section 14.60.050(D), the authorized mode under this Agreement shall be electric and pedal-assisted electric bicycles that are rented, used, located, displayed, offered or placed for rent in any Public Area or Public Right-of-Way by Operator under this Agreement (“Bikes”). Operator will work with the City Manager or his or her designee to deploy Bikes using a phased approach. Operator will place the approved volume of Bikes on City Property for its bike share Services and throughout the term of the Agreement and shall rebalance Bikes consistent with this Agreement. If at any time during the term of the Agreement Operator desires to place additional Bikes within the City limits, Operator must request and receive authorization from the City Manager to do so in writing. The City, through the City Manager, has the sole discretion to expand or decrease the number of Bikes in operation by the Operator. During the Agreement term, Operator may request an increase or decrease in the number of Bikes, with explanation/justification no earlier than thirty (30) business days after the Launch. Within thirty (30) business days of such request, City will in good faith consider Operator’s request and advice, but sole discretion to accept, reject or select an increase remains with City. Operator shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

a. Operator’s use of City Property and Operator's operations within the City, shall, at a minimum: a) not constitute prohibited conduct under DMMC Chapter 14.60 or other applicable law or administrative regulation; b) not adversely affect City Property or the City’s streets, or sidewalks; c) not adversely affect the property of any third parties; d) not inhibit pedestrian or vehicular movement, as applicable, within City Property or along other property or rights-of-way owned or controlled by the City; and e) not create conditions which are a threat to public safety and security. Operator shall instruct its customers not to park or leave any Bike on City Property where the Bikes would impede pedestrian or vehicular traffic, where only automobile parking is allowed, and where bicycle parking is prohibited.

b. Upon expiration of this Agreement or termination of this Agreement with or without cause, Operator shall, at its sole cost and expense, remove all its Assets from operation within seven (7) calendar days. Further, Operator shall restore all City Property, within sixty (60) days. Operator shall restore City Property to a
condition which is visually and structurally indistinguishable from the immediately surrounding area. If the facility repair, replacement or restoration is not feasible to be completed in sixty (60) days, Operator will so advise City within thirty (30) days of Agreement termination or expiration of Agreement term and provide City with a written plan for restoration, not to exceed an additional thirty (30) days. Should Operator fail to collect all Assets, repair, replace or otherwise restore such real or personal City property within the time limitations set forth in this Paragraph, City shall have the right to collect and store all Assets. If Operator does not take possession of its Assets within thirty (30) days of the expiration or termination of the Agreement, Asset ownership transfers to City, which may dispose of Assets in any manner, at its sole discretion and without notice. Operator expressly agrees to reimburse City for any Asset collection and disposal costs or in making facility repairs, replacements or restorations. All Operator’s contractual obligations, including indemnity and insurance obligations, shall survive expiration or termination of this Agreement and remain in effect and apply until all Assets are removed, all City Property is restored and Operator has fulfilled all such contractual obligations.

5. Bike Fleet. At the time of system launch, Operator shall not deploy more than 75 Bikes in the City. Bike share fleet size to be assessed by the City Manager or his or her designee and Operator on a monthly basis prior to the City determining expansion or reduction. All Bikes must be electric or pedal-assisted electric bicycles. Approximately 80% of the total bike share fleet, should be deployed/in service at all times. Operator and City shall have the ability to add additional Assets to this Agreement as provided in paragraph 4, upon written mutual agreement.

6. Bike Equipment. The Operator shall ensure each Bike is operable and equipped with adjustable seats for riders of a wide range of heights, multiple gears that can handle coastal foothills, rechargeable battery (as applicable), a cargo basket, automatic front and rear lights that run day and night, and a real-time, recordable on-board Geographic Positioning System (GPS). The Operator shall feature the ability to reserve a Bike in advance of the Bike rental period. Operator Bikes shall meet the safety standards outlined in the International Standardization Organization (ISO) 43.150 - Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bikes. In addition, all Bikes shall meet the standards established in CVC section 21201, including for lighting during operation in darkness Electric-assist Bikes shall be "Class 1" or "Class 2" electric Bikes only, as defined in California Vehicle Code (CVC) Section 312.5. All Bikes shall also meet the standards established by local ordinances and administrative regulations and all other applicable standards.

7. Bike Parking. The Operator, in coordination with the City, shall establish preferred bike parking locations using Bike racks/hubs, geo-fencing technology, painting, decals, signage, and/or other City authorized methods.

   a. Bike racks/hubs are to be strategically distributed to support efficient and effective bicycle riding to residential and commercial destinations and other points of interest throughout the City.

   b. Bike parking may be located in City right-of-way at the discretion of the City and/or on private property at the discretion of the property owner and approval of the City.
c. Operator shall encourage and incentivize Bikes to be parked in preferred parking areas, the location of which shall be determined by the City Manager or his or her designee in coordination with Operator.

d. Operator shall provide clear guidance for users regarding parking requirements and preferences.

e. The City, at its own discretion, may support the Pilot Bike Share Program with the installation of Bike racks and/or painted Bike parking spots, and recommended Bike parking spots, without racks or painting, in the City to assist with the orderly parking of Bikes throughout the City.

8. Condition of City Property.

a. City makes City Property available to Operator in an "as is" condition. City makes no representations or warranties concerning the condition of City Property or its suitability for use by Operator or its customers and assumes no duty to warn either Operator or its customers concerning conditions that exist now or may arise in the future.

b. City assumes no liability for loss or damage to Operator's Assets. Operator agrees that City is not responsible for providing security at any location where Operator's Assets are stored or located, and Operator hereby waives any claim against City in the event Operator's Assets are lost or damaged.

9. Maintenance and Care of portion of City Property. Operator shall be solely responsible for: (i) maintaining City Property to the City standards applicable for use by the Operator as licensed under Section 3 and DMMC Chapter 14.60; and (ii) obtaining from the City any applicable business permits or approvals required by the City. Operator shall exercise due care in the use of City Property and shall be responsible for maintaining City Property in good condition and repair. Operator shall not act, or fail to act, in any way that results in excessive wear or damage to City Property. Operator expressly agrees to repair, replace or otherwise restore any part or item of real or personal City property that is damaged, lost or destroyed as a result of the Operator’s or its customers’ use of City Property through the provision or use of Services under this Agreement. The obligations under this Section apply to all City facilities, infrastructure, or appurtenances located in the City.

10. Operations and Maintenance. Operator will cover all operation and maintenance costs for its Assets. Operation and maintenance shall be performed to the minimum level of service and reporting outlined in 10a-b. Operator shall retain local staff level sufficient to meet minimum levels of service required by this Agreement, including but not limited to, proper Bike maintenance, e-bicycle charging, and rebalancing the distribution of Bikes, as needed. Operator is encouraged to seek and make agreements with local bicycle repair shops for repair and maintenance services, subject to the approval by the City Manager, which approval shall not be unreasonably withheld.

a. Operator must be able to ensure that all Bikes deployed are in good working order, clean, and safe to operate. Operator must share its system maintenance strategy
and process with the City both prior to operations, and upon further request by the City. Maintenance must include at a minimum:

- Regular device inspection for wear and tear, and stress-based damage that could lead to failure.
- Maintenance and repair consistent with or exceeding manufacturer’s recommendations and industry standards.
- Immediate replacement of worn or damaged parts.
- Maintaining adequate charge on all Bike electric batteries, both for daily use and a strategy for long-term battery replacement, as necessary.

b. Operator shall maintain a record of its inspection, maintenance, and repair efforts, and preventative maintenance schedule, which will be made available to the City upon request. Devices that are not operable must be removed from the system promptly, including inoperability due to battery or electrical system failure, communications failure, or other systems and software failures. Inoperable devices, or any device that is not safe to operate, shall be removed or made unavailable to the public via device lock-down immediately if feasible and no later than within two hours of notification.

11. Customer Service Requirements. Operator shall promptly respond to the reporting of improperly parked Bikes or other issues communicated to customer service or the City. Required response times are within two hours during business hours (8 a.m. to 8 p.m., Monday through Friday) except for State and Federal holidays. For any complaint outside of business hours, Operator must respond within two hours of the start of business hours. A 24/7 direct method of contact (e.g., phone, email, text) must be provided to report emergencies.

12. Bike Share User Education and Outreach. In cooperation with and subject to the reasonable approval of the City Manager, Operator must establish clear rules for safe Bike use, including in-App notification to users and marketing regarding California bicycle laws, Bike etiquette, Bike safety, proper Bike parking, and preferred Bike parking locations. Operator must collaborate with the City to conduct public outreach and education efforts to support the Pilot Bike Share Program launch while promoting a strong partnership.

a. Operator must incorporate Bike user education messaging at the time of service sign-up.

b. Users must be notified of Bike Program etiquette at the start of every rental.

c. Each Bike must clearly display safety information.

d. Operator must regularly make available Bike etiquette and safety information updates to users including Bike parking rules, incentives, and designated Bike parking area through the App.

13. Advertising Policies. Operator shall have the right to provide commercial advertisement on the Assets (“Advertisement”). If Operator advertises on the Assets, any Advertisement must be pre-approved by City Manager or his or her designee before it is installed, affixed or otherwise included on any Asset in connection with this Agreement. At least fifteen (15)
days before Operator intends to install, affix or include any Advertisement, Operator shall submit to City a photorealistic color mock-up in readable electronic format (.pdf preferred) depicting the entire intended advertisement design and content on the Operator Asset (including, Bikes, bike racks, signs and kiosks). In addition, Operator shall submit to City the name of advertiser, advertiser brand and advertiser trade. The City shall have thirty (30) days after submission to approve or disapprove of the Advertisement. If City does not approve or disapprove within the timeframes herein, the Advertisement as submitted shall be deemed approved for use. For the avoidance of doubt, Gotcha branding on any Asset shall not be deemed advertising for the purposes of this section and shall be deemed approved upon execution of this Agreement.

14. **User Fees.** In consideration of the provision of the Services by Operator, City shall permit Operator to directly bill and collect from users' various fees to utilize the Services, including but not limited to, reasonable monthly and annual membership fees, pay as you go fees and penalty fees (“User Fees”).

15. **Equity.** Operator must make every reasonable attempt to operate the Pilot Bike Share Program as equitably as possible, including when placing and rebalancing Bikes throughout the City, setting pricing and payment options for low-income users, and providing customer service and responding to complaints. Operator is to consider leveraging the local workforce as an equity component of the pilot. In addition to equitable Bike distribution, it is desirable that the Operator offers a means of accessing devices that do not require the use of a smartphone and/or access to a credit or debit card.

16. **Business License.** The Operator must register as a business operating within the City and obtain a business certificate under DMMC Chapter 5.04.

17. **Indemnification.** Operator shall immediately defend (with counsel reasonably acceptable to City), pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from any and all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

   a. Operator’s Services and obligations under this Agreement, including but not limited to, any occurrence upon, at or from City Property, including, but not limited to, Public Areas and Public Right of Way (as defined in DMMC Chapter 14.60) or occasioned wholly or in part by the entry, use or presence upon City Property by Operator, Operator’s customer(s) or Assets or by anyone making use of City Property under this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

   b. Use of Operator’s Assets by any individual, regardless of whether such use was with or without the permission of Operator, including claims by users of the Assets or third parties.

   c. Any claims or suit brought under the Americans with Disabilities Act (ADA), Rehabilitation Act, Unruh Civil Right Act, or other asserted provisions of law or
Operator’s indemnification obligations shall not be limited by the insurance provision of this Agreement.

18. **Insurance.** Operator shall procure and maintain for the duration of this Agreement insurance against claims for which Operator has indemnified the City pursuant to Section 17 of this Agreement and otherwise arising from Operator Services and obligations to performed under this Agreement and shall include, but is not limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. Operator shall maintain general liability at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01, cyber liability and automobile liability insurance policies with limits of no less than five million dollars ($5,000,000) per occurrence for bodily injury or death, personal injury and property damage, and ten million dollars ($10,000,000) which can be satisfied through a combination of primary and excess policies. Insurance shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside policy limits. The general liability policies, including any excess policies, and automobile liability policies shall contain or be endorsed to contain the City, its officers, officials, employees, and representatives as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City; and (ii) if the Operator’s insurance coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. All insurance required herein is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved in writing by City, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. Additionally, before Operator shall employ any person or persons in the performance of the Agreement, Operator shall procure a policy of workers’ compensation insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations. Operator hereby grants to City a waiver of any right to subrogation that any insurer of said Operator may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer. Operator’s liability, including but not limited to Operator’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If the Operator maintains higher limits than the limits shown above, the City shall be entitled to coverage for the higher limits maintained by the Operator. Operator shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this section. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage at any time.

19. **User Agreement.** Prior to use, Operator shall obtain an affirmative signature or box check from each Bike rider as a condition for Bike use, which shall release and relinquish and discharge the City and its elected and appointed officials, officers, employees, agents,
operators, and volunteers from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to rider or to third parties (collectively, “Claims”), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this Agreement or the rental, maintenance, design, placement, use and/or operation of the Operator’s Assets, including the Bikes, Bike hubs, Apps, or the Operator’s website, including any and all claims related to a condition of City property or adjacent property or the sole or partial negligence of the City, or any other party. Operator must ensure that all Users expressly waive any claims against the City which User does not know or suspect to exist in his or her favor at the time of renting a Bike, and expressly waives User’s rights under any statues that purport to preserve User’s unknown claims.

20. Compliance with Law. Operator at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of the Pilot Bike Share Program, including but not limited to laws governing the operation of Bikes. If any license, permit, or other governmental authorization is required for Operator’s lawful use or occupancy of City Property or any portion thereof, Operator shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Operator, at no additional cost to City, such that Operator can properly comply with this Section and be allowed to use City Property as specified in this Agreement and in compliance with City ordinances and administrative regulations.

21. Data Sharing Requirements. Operator shall provide real-time and spatially enabled data to the City summarizing Bike fleet status and Bike trip patterns. Operator also shall cooperate with the City in the collection and analysis of any aggregated, historical data concerning its fleet, ridership, and operations. Provided data must be robust enough to inform planning and implementation of bikeways and supporting micro mobility amenities. Operator must also provide accurate monthly reports to the City describing system operations and maintenance.

   a. Operator must provide a standardized dashboard interface to support the City in viewing, querying, and mapping data.

   b. Operator shall provide City with real-time data in compliance with San Diego Regional Micromobility Data Sharing Requirements 1 – 11 (version 3, dated 1/24/19) available at www.sandag.org/micromobility and as periodically amended.

   c. Operator shall provide the City with the following aggregated summary of ridership and operations data monthly:

      i. Aggregated system usage data – including, but not limited to, total unique riders, total miles ridden, total number of rentals, average rental duration, and average reservation duration (if applicable). Operator shall provide rider demographic characteristics (e.g., gender, age group), if available.

      ii. Aggregated summary of Bike Share operations data – Operator shall keep detailed records of vehicle maintenance activities, including but not limited to: device identification number, maintenance performed, summary of
theft/vandalism, instances of improper Bike parking, and detail on when devices are removed from and returned to service.

iii. Customer service data – Summary of customer service inquiries and resolutions including, but not limited to: average Operator response time to reports of improperly parked Bikes, number of devices reported to be an obstruction hazard, problems with Operator's customer reporting system or response efforts, or other Bike Share violation issues reported to Operator's customer service channels.

iv. Collision/incident data – Summary of all incidents in which the Operator's Assets or personnel were involved in a collision, accident, injury, or property damage. Data shall include the location, collision details, number of riders, age, helmet use, property damage, and injury type. Operator must disclose in writing any incident resulting in injury within 24 hours of receiving notice.

d. Operator shall provide the City with the following bike share data quarterly:

i. User survey data capturing travel choice and rider behavior information. Sample size, survey questions, and survey distribution method to be jointly determined with the City. If de-identified demographic data is not collected via the Operator's system or mobile App then user surveys may be leveraged to collect gender and age cohort information, at minimum.

22. Data Security. Operator must protect user's personal information. Finance transactions must be secure and PCI compliant. Operator should provide their most recent 3rd party PCI audits. Personal data should be protected using industry accepted encryption, and customer permission is sought before sharing data with a third party. Auto renewal procedures should comply with state and federal standards. Operator is required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. It is strongly preferred that Operator does not resell users' personally identifiable information. If the Operator engages in such a practice, then it is preferred that a) this is communicated clearly and transparently to users, and b) users have a clear means of opting out if they do not want their data sold.

23. Public Record. This Agreement, related documentation and data submissions required by the Agreement are subject to the disclosure under the California Public Records Act (CPRA) unless a statutory exception applies. It shall be the obligation of Operator to assert any statutory exception in the event of a CPRA request. Operator assertion of a statutory exception from disclosure shall be at Operator's sole expense. Operator shall fully reimburse City for all City attorney's fees, costs or expenses of any kind related to or arising from Operator's assertion of a statutory exception.

24. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company.

25. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, upon the occurrence of any of the following conditions:
a. **Termination for No Cause.** The City may, in its sole discretion, terminate this Agreement for any reason, or for no reason (no cause). If City chooses to exercise this option, written notice shall be delivered to Operator, by giving at least ninety (90) calendar days’ notice to the Operator of such no cause termination. Operator, at City’s discretion, shall continue to operate its Bike share services during the ninety (90) days no cause termination period. The Asset removal requirements set forth in Paragraph 4(b) shall apply.

b. **Termination for Cause.** The City shall also have the right to terminate this Agreement for Cause. "Cause" is defined as a material breach by Operator of any contract term or attempt by Operator to transfer or assign this Agreement inconsistent with Agreement terms. Before a termination for Cause, City shall transmit to Operator a Notice of Intended Termination for Cause, identifying with sufficient detail each material breach. Upon receipt, Operator shall have fourteen (14) calendar days to cure each material breach to City’s satisfaction. Operator’s failure to cure each material breach within the fourteen (14) day cure period shall result in immediate termination of this Agreement for Cause. Upon a termination for Cause, the Asset removal requirements set forth in Paragraph 4(b) shall apply.

c. Operator shall not terminate this Agreement without first by giving at least sixty (60) calendar days’ written notice of termination, including termination date. If Operator terminates the Agreement, the Asset removal requirements set forth in Paragraph 4(b) shall apply.

26. **Amendment.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

27. **Applicable Law and Venue.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Any action to interpret or enforce the terms or conditions of this Agreement shall be brought in the Superior Court for the County of San Diego, or in the United States District Court for the Southern District of California. Operator submits to the jurisdiction of said courts and waives any argument or objection on the grounds of forum non conveniens. Operator hereby waives any right to remove any such action from San Diego County as is otherwise permitted under California Code of Civil Procedure Section 394.

28. **Counterparts.** This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

29. **Assignment.** Operator may assign this Agreement and its rights and obligations hereunder to a successor entity, in whole or in part, upon written notice and consent by City, which such City consent will not be unreasonably withheld. Operator shall notify City no later than thirty (30) days before such assignment occurs. Prior to City consent, Operator shall provide City with the successor entity name, principal place of business, point of contact and reasonable evidence that the successor entity is financially and organizationally able to meet the Agreement’s obligations. Prior to City consent, City shall receive a certificate of insurance of the successor entity consistent with the requirements of this Agreement.
and written assurances from the successor entity that it is aware of and assumes and accepts the obligations of the Agreement. Nothing herein shall be construed to prevent Operator from delegating its duties hereunder to its affiliates, provided that Operator in any event shall remain responsible for its obligations hereunder irrespective of any such delegation. Operator shall notify City no later than thirty (30) days before such delegation occurs. In such notice, Operator shall provide City with the delegated affiliate name, duties delegated, delegate principal place of business, delegate point of contact and reasonable evidence that the delegate is financially and organizationally able to meet the duties delegated. Further, Operator is to provide City proof that the delegate is insured consistent with the terms of this Agreement. Operator’s failure to meet the obligations under this paragraph is a material breach.

30. **Entire Agreement.** When signed by both Parties, this Agreement (and any attached exhibits) is the final and entire agreement. As the final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

31. **Notices.** All notices or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, or by acknowledged e-mail, addressed to the respective Party at the addresses shown below:

   a. City of Del Mar

      City of Del Mar
      1050 Camino del Mar
      Del Mar, CA 92014
      Attention: City Manager

      Copy To:

      Devaney Pate Morris & Cameron LLP
      402 W. Broadway, Suite 1300
      San Diego, CA 92101
      Attention: Leslie E. Devaney

   b. Gotcha Ride, LLC,

      Attn: Brett C. Vigrass
      7 Radcliffe St.
      Charleston, SC 29403
[SIGNATURES CONTINUED ON FOLLOWING PAGE]
IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement on the 6th day of May 2019.

CITY

Scott Huth, City Manager

Gotcha Mobility, LLC

Sean Flood, CEO

ATTEST:

Ashley Jones, City Clerk

APPROVED AS TO FORM:

Leslie Devaney, City Attorney
Exhibit A

Proposed Hub Locations
Del Mar

System Area

Del Mar Hub locations

- North Beach
- Fairgrounds 1
- Fairgrounds 2
- Fairgrounds 3
- River Path Parking Lot
- Powerhouse Park
- Sea Grove Park
- 15th/ Camino Del Mar
- Library
- Civic Center
- Shores Park

75 bikes, 112 racks 11 hubs
Memorandum of Understanding
Between the Cities of Del Mar, Solana Beach, Encinitas, Carlsbad, Oceanside, North County Transit District, and the United States Marine Corps Base at Camp Pendleton regarding a North County Coastal Pilot Bikeshare Program

The City of Del Mar, City of Solana Beach, City of Encinitas, City of Carlsbad, City of Oceanside, North County Transit District (NCTD), and the United States Marine Corps Base at Camp Pendleton, hereinafter collectively referred to as “Parties,” enter into this Memorandum of Understanding (MOU), dated February 8, 2018, for the express purpose of developing a pilot bikeshare program for the North County coastal region.

1. Background

The cities in the North County coastal region of San Diego County are increasingly aware of the need to reduce local greenhouse gas (GHG) emissions to limit the effects of climate change while offering viable transportation alternatives to driving alone. Many of the cities have adopted Climate Action Plans (CAPs) or are in the process of developing CAPs. CAPs establish environmental initiatives by which cities aim to achieve GHG emissions reduction goals and targets. Transportation, especially travel via single occupancy vehicle, is a major source of GHG emissions in North County. Facilitating safe, convenient, and affordable alternative transportation options is often a component of these plans and initiatives.

The Marine Corps Mobility Transformation Strategy calls for demonstration projects at installations like Camp Pendleton to meet official business mobility with capabilities that are smarter, more efficient, more accessible, and cheaper.

Offering and promoting programs, like bikeshare, that replace vehicle trips with bike trips, is one way the Parties can help to reduce emissions while offering more efficient and more affordable transportation modes for residents, employees, and visitors. Bikeshare is a service by which bicycles are made available for shared use to individuals on a very short-term basis, allowing them to borrow a bicycle at one location and return it either at the same location or a different location within a defined geographic boundary.

2. Purpose

The purpose of this MOU is to establish a formal working relationship between the Parties based on the desire to work cooperatively to pilot a bikeshare program in the North County coastal region. It is the desire of the participants in this MOU to collectively agree upon a single bikeshare vendor to operate within the North Coastal San Diego region to achieve economies of scale, to reduce conflicts between competing vendors and to provide optimal convenience to users by being able to rent a bicycle in one jurisdiction and terminate the rental in another jurisdiction party to this agreement. The Parties agree that:
a. There is a need to reduce local greenhouse gas emissions to limit the effects of climate change while also offering increased opportunities for transportation modes alternative to greenhouse gas producing single occupancy vehicles;
b. Human and electric-assist powered bicycles offer opportunities for fuel efficient transportation that has little impact on the environment;
c. The North Coast of San Diego County offers a uniquely beautiful and geographically suitable area for bicycle transportation;
d. The North Coast of San Diego County has a well-utilized rail network with stops throughout the North Coast which provides for local transportation, and serves the needs of tourists visiting from outside the area;
e. Bicycles are especially adapted to provide the “first/last mile” transportation from a rail or bus stop to a final destination and back;
f. Bicycle transportation relieves parking congestion, providing better accessibility to our beaches, parks, businesses and tourist attractions and is beneficial to the development of our collective economies; and
g. Bikeshare programs allow the short-term rental of bicycles for those with temporary transportation needs.

3. Description of Responsibilities

The City of Encinitas agrees to:

a. Serve as the lead city in developing the Request for Information and/or Request for Proposals solicitation to potential bikeshare operators and work cooperatively with the Parties to select a bike share operator.

b. Coordinate meetings among the parties or delegate a meeting coordinator as agreed upon by all parties.

c. Act as the liaison between the parties and the prospective bikeshare operator.

d. Share information from the prospective bikeshare operator among all parties to this MOU.

The Parties agree to:

a. Work cooperatively to select a bike share operator and implement a pilot bikeshare program in an expeditious and diligent manner, including attending scheduled meetings and responding to information requests in a timely manner.

b. Raise any issues or concerns as soon as reasonably known so that the parties may work to overcome any differences or challenges.

c. Make their best effort to come to consensus on the terms, design, operation, and deployment of the pilot bikeshare program.

d. Collectively evaluate the success and effectiveness of the program after the pilot is complete and cooperatively decide whether to expand or terminate the program.
4. Terms

The term of this MOU shall commence upon the signing of the MOU by all parties and shall continue through December 31, 2019. This MOU contains all the terms and conditions agreed upon by the parties regarding the subject matter of this MOU and supersede any prior agreement, oral or written, and all other communications between parties related to such subject matter.

This MOU does not create any financial obligations.

5. Non-assignability

The Agreement shall not be assigned by any party without first obtaining the express written consent of the Parties.

6. Notices

Any and all notices or other communications required of permitted by this Agreement or by law to be served on or given to the Parties shall be in writing and shall be deemed served and given when personally delivered to the party whom directed or in lieu of such personal services when deposited in the United States mail, postage pre-paid to:

City of Encinitas
505 S Vulcan Ave
Encinitas, CA 92024
Attn: City Manager

City of Del Mar
2010 Jimmy Durante Blvd, Ste 120
Del Mar, CA 92014
Attn: City Manager

City of Solana Beach
635 South Coast Hwy 101
Solana Beach, CA 92075
Attn: City Manager

City of Carlsbad
1200 Carlsbad Village Dr
Carlsbad, CA 92008
Attn: City Manager

City of Oceanside
300 North Coast Hwy 101
Oceanside, CA 92054
Attn: City Manager
North County Transit District
810 Mission Avenue  
Oceanside, CA 92054  
Attn: Executive Director

United States Marine Corps Base at Camp Pendleton  
Box 555019  
Marine Corps Base Public Affairs Office  
Camp Pendleton, CA 92055-5019

7. Indemnification

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's negligent acts, errors, omissions, or willful misconduct while performing pursuant to this MOU.

Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to see reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgements and awards consistent with said comparative fault.

8. Legal Representation and Advice

Each party shall rely upon and consult with its respective jurisdiction's legal counsel regarding legal matters or issues related to this MOU. In the event that a legal matter relates to two or more jurisdictions, said jurisdictions shall meet and confer on appropriate legal representation of costs, if applicable.

9. Entire MOU

The Parties agree that this MOU constitutes the sole and only MOU between them in relation to a North County Coastal Bikeshare Program and correctly sets forth their obligations and duties with respect to each other.

10. Termination for Convenience

Any party may, in its sole and absolute discretion, with or without cause terminate the MOU upon the giving of ten days prior written notice to the other parties.

11. Amendments or Modification

This MOU may not be amended except by a writing duly executed by the parties hereto.
12. Subject Headings

The subject headings of the paragraphs in this agreement are included solely for the purposes and references, and shall not be deemed to explain, limit, amplify or aid in the meaning, construction or interpretation of any provision of this MOU.

13. No Interpretation Against Drafting

This MOU has been negotiated at arm’s length between parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decisions that would require interpretation of any ambiguities in this MOU against the party that has drafted the applicable provisions, is not applicable and is waived. The provisions of this agreement shall be interpreted in a reasonable manner to affect the purpose of the parties.

14. MOU in Writing

This MOU contains and embraces the entire MOU between the parties hereto and it, nor any part of it, may not be changed, altered, modified, limited or extended, orally or by any MOU between the parties unless such MOU be expressed in writing, signed and acknowledged by the Parties.

15. Governing Law

This MOU shall be construed in accordance with and governed by the laws of the State of California.
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Encinitas

__________________________  __________________________
Signature                          Date

__________________________
Title

APPROVED AS TO FORM:

City Attorney

__________________________
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Oceanside

__________________________________________  ____________________________
Signature                                      Date

__________________________________________
Title

APPROVED AS TO FORM:

City Attorney
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Del Mar

Scott W. Huth, City Manager

City Manager

Title

APPROVED AS TO FORM:

City Attorney

Leslie Devaney, City Attorney
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Carlsbad

_________________________  _______________________
Signature                  Date

_________________________
Title

APPROVED AS TO FORM:

City Attorney
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Solana Beach

______________________________  _______________________
Signature                                  Date

______________________________
Title

APPROVED AS TO FORM:

City Attorney
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the United States Marine Corps Base at Camp Pendleton

____________________________________  _________________________
Signature                                      Date

____________________________________
Title

APPROVED AS TO FORM:

Marine Corps Attorney

____________________________________
IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the North County Transit District

___________________________  _________________________
Signature    Date

___________________________
Title

APPROVED AS TO FORM:

NCTD Attorney
North County Coastal Bike Share Pilot Program
Frequently Asked Questions

Q: Where will bikes be available to rent in Del Mar?
A: Bikes will be available to rent at designated parking areas around town called “hubs”. Bike hubs will include a combination of existing City bike racks, new bike racks provided by Gotcha, and/or virtual bike “corrals” indicated by paint and/or signage. Riders are encouraged to pick up and return all bikes at designated hub locations to avoid bike litter and potential penalties.

Q: Where will the hubs be located?
A: There will be approximately 10 bike hubs located throughout Del Mar at program launch. More hubs may be added later if needed. The general locations include the following areas:

- Del Mar Civic Center
- Del Mar Library
- 15th Street and Camino del Mar
- Sea Grove Park
- Powerhouse Park
- North Beach
- River Path Parking Lot
- Del Mar Fairgrounds
- South end of town

Q: How many bikes will be allocated to Del Mar?
A: Up to 75 bikes will be stationed for use in Del Mar.

Q: What bike types will be available?
A: All bikes will be pedal assist electric bikes.
Q: What will be the price to rent a bike?
A: The baseline pricing (subject to change) will be as follows:
   - Pay as you go: $2 to unlock, $0.10 per minute after unlocking.
   - Membership Plans: $9.99 per month or $79.99 per year, with one cumulative hour of included usage per day.
   - Student Membership: $6.99 per month or $79.99 per year, with one cumulative hour of included usage per day.

Q: What is the top speed of the bike?
A: Each bike has a top speed of 20 mph, but can be limited to 15 mph if needed.

Q: Is there safety information available when using the bikes?
A: Safety information is available online on www.ridegothca.com/safety or via the Gotcha app. The information posted on the app will include California bike laws, bike etiquette and safety, and proper bike parking. The app will also feature user education messaging during sign-up. In addition, users can find information on bike safety and etiquette posted on the safety decal on the inside of the bike basket and on the informational signs at the bike hubs.

Q: Are riders required to wear a helmet?
A: Cyclists 17 years and under are required to wear a helmet under California state law; however, all riders are encouraged to wear a helmet. Gotcha will provide free helmets at the program launch event, and will work with local bike stores to provide discounts on helmets. In addition, Gotcha's mobility ambassadors will hand out helmets on a regular basis via ongoing events and street team marketing.

Q: Are there penalties if you do not re-park a rented bike at a bike hub?
A: If a user does not re-park their bike at a designated bike hub, the user will be assessed a fee of $5. If the user parks their bike outside of a designated service area (e.g., in the City of San Diego), the user will be assessed a fee $50. Users will be notified of these penalties in the app if they improperly park a bike.

Q: Where can users find a map of the area where the bikes are allowed to go?
A: The map will be available in the user app and on informational signs posted at each bike hub.
Q: How are improperly parked bikes returned to bike hubs?
A: A team of Gotcha field technicians will retrieve and move improperly parked bikes to designated hubs daily. Gotcha will also provide incentives for users to return out of hub or out of system bikes to a designated bike hub by offering a ridership credit.

Q: Can a user contact Gotcha to report any service issues and damaged or improperly parked bikes?
A: Gotcha's Rider Experience Team will be available by phone, text or email 24 hours/7 days a week. The field technicians responsible for fixing or moving bikes will be available depending on peak use hours in the designated area, but are generally available from 8am – 8pm Monday thru Friday and from 8am – 10pm on weekends.

Q: Is bike use data shared with the City?
A: Gotcha will share real-time data with the City of Del Mar in order to monitor the success of the program. The data will include:

- Aggregated system usage data – Unique riders, total miles ridden, total number of rentals, total rental duration, average reservation duration, and demographic characteristics.
- Aggregated summary of bike share operations data – Records of vehicle maintenance including device ID, maintenance performed, summary of theft and/or vandalism, improper bike parking, and removal from or return to service.
- Customer service data – Average operator response time, reports of improperly parked bikes, number of devices reported to be a hazard or obstruction, problems with customer service system or response, and other reported Bike Share violation issues.
- Collision/incident data – Summary of all incidents in which Operator's Assets or personnel were involved in a collision, accident, injury or property damage. This includes location, collision details, number of riders, age, helmet use, property damage and injury type.
- Quarterly data sharing using survey data to show travel choice and rider behavior information.
Q: Can you rent a bike without a credit card or smartphone?
A: Gotcha will work with local vendors to provide RFID card access to unlock bikes should the user not have a smartphone or be part of the unbanked community.

Q: Will bike education events be part of the pilot program?
A: Gotcha will work with the City of Del Mar to provide support and collaboration for hosting regularly scheduled educational events that engage with the members of the community. Gotcha will also utilize local events to perform safety demos.
WHO IS GOTCHA?

78+
MOBILITY SYSTEMS

10,000+
MOBILITY ASSETS

8 MM+
ANNUAL TRIPS
ALL ELECTRIC FLEET

THE FREEDOM OF CHOICE.

• Gotcha provides the choice of four electric shared mobility options.

• Users can conveniently ride all services available in market through a single app.
REDEFINING MOVEMENT

DOWNLOAD THE GOTCHA APP AND SIGN UP.

FIND THE NEAREST PLACE TO USE OUR BIKES, SCOOTERS OR RIDES.

CHOOSE YOUR FAVORITE WAY TO GET AROUND TOWN.

SCAN YOUR BIKE OR SCOOT TO MAKE A QUICK CONNECTION.

CALL AN ELECTRIC RIDE SHARE VEHICLE TO HITCH A RIDE.
Gotcha’s proprietary e-bike is designed to provide organization paired with flexibility, tailored to each city’s specific needs.

Our integrated smart lock encourages users to end rides at designated hub locations. This means bikes live in safe and predictable areas.

The integrated lock is compatible with most bike racks, allowing our partners to utilize Gotcha’s custom equipment or reallocate existing infrastructure.

**E-BIKE FEATURES**

- 100% electric
- Magnesium alloy wheels
- Automatic safety lights
- 350-watt motor
- Carbon fiber belt drive
- GPS enabled smart lock
GOTCHA E-BIKE

PROPRIETARY
NEXT GENERATION BICYCLE.

- Auto Up seat post
- Retractable "lock to" cable
- Handlebar with integrated display unit & RFID tech
- Cup holder
- Integrated LED
- 3-speed internal geared hub
- Powerful drum brake
- Gates™ CDX belt system
- Internal speed sensor
- Puncture proof solid inner tube
- 350w hub motor
- 25in 5-spoke Magnesium alloy wheel
- Heavy duty tire with reflective sidewall

- 36V / 14Ah removable battery rated for 37 mi at 100% charge
- Integrated LED attachment

May 6, 2019
NORTH COUNTY TEAM

NO OUTSOURCING. GUARANTEED EFFICIENCY.

- DIRECTOR OF MUNICIPAL PARTNERSHIPS
  - PARTNER EXPERIENCE MANAGER
    - IN-MARKET TEAM
- CORPORATE OPERATIONS TEAM:
  - PLANNING & IMPLEMENTATION
  - RIDER EXPERIENCE
- MARKETING TEAM:
  - CREATIVE
  - PUBLIC RELATIONS & SOCIAL MEDIA
- SOFTWARE & TECHNOLOGY TEAM
- LEGAL
- ACCOUNTING
MOBILITY HUBS AND PARKING

- Organized and predictable locations
- Reliable and functional locations
- Flexibility for reallocation based on usage patterns and data

PARKING STRATEGY

- GOTCHA equipment provided for a fixed station design with “movable” racks
- CITY racks
- GOTCHA & CITY establish virtual hub by geo-fencing locations, indicated via paint and/or signage
• Gotcha will interview, hire and train a local maintenance team that will operate in the field 7 days a week.

• We will invest in local warehouse space.

• Our in-house fleet team will utilize Gotcha branded vehicles to rebalance the system, recharge batteries, perform hub maintenance and repair bicycles.

• Rebalancing
• Charging
• Routine safety checks
• Replacement/repair of damaged visual assets (scratches, dents, etc.)
SAFETY AND USER EDUCATION

- Safety messaging will be included in app, on the bikes and additional signage to promote safe usage.
- We will partner with Del Mar to identify specific safety measures and rules of the road that resonate with the community.

Gotcha will provide access to helmets at:
- Launch event
- Community events
- Safety education seminars
- Sign up centers
- Local retailers

To pick up a helmet users can show proof of membership via the Gotcha app.
PRICING PLAN EXAMPLES

**PAY-AS-YOU-GO**
- **$2 TO UNLOCK**
  - $0.10/minute after

**MONTHLY PASS**
- **$9.99 MONTHLY FEE**
  - 60 min. of fee-free rides/day

**ANNUAL PASS**
- **$79.99 ANNUAL FEE**
  - 90 min. of fee-free rides/day

**FEES**
- **$5 OUT OF HUB**
- **$50 OUT OF SERVICE AREA**

*PLEASE NOTE THAT THIS PRICING IS NOT FINAL AND IS SUBJECT TO CHANGE FOR DEL MAR*