

DRAFT Permit Conditions for Shared Mobility Devices

These provisions subject to change and provided for example purposes only.

December 11, 2018

Definitions

For purposes of these conditions the following definitions apply:

“Shared Mobility Device” (“SMD”) has the same meaning as defined in Chapter 9 of the County Code.

“Deploy” or “Deployed” means placing shared mobility devices for rental in the road right of way in a manner to comply with the California Streets and Highways Code and Vehicle Code, including but not limited to, Vehicle Code § 21235(j) no scooter may be left lying on its side or parked so that there is not an adequate path for pedestrian traffic (minimum 48” wide, ADA-compliant path).

“Park” or “Parked” means the location the shared mobility device is left by a user after use.

“Shared Mobility Business” (Permittee) has the same meaning in Chapter 9 of the County Code and includes the permit applicant and/or Shared Mobility Businesses operating a SMD business.

“User” means an individual using a SMDs.

Scooter fleet size, location and data sharing

The total scooter fleet size for the unincorporated county shall be set by the Road Commissioner.

Fleet size limits are established by Zone as delineated on Exhibit 1.

Total initial allowed fleet size for each Zone, inclusive of all Permittees, and all scooters for all Permittees for each zone are as follows:

- Zone 1: 200
- Zone 2: 400
- Zone 2a: 100
- Zone 3: 200
- Zone 4: 200
- Zone 5: 200

For permit applications outside the zones delineated in Exhibit 1, the Road Commissioner shall determine the allotment of scooters for the zone.

Fleet size limits for non-scooter SMDs shall be determined by the Road Commissioner.

Individual Shared Mobility Businesses allotted fleet size will be in proportion to the number of Permittees. Fleet size will be adjusted, if or when, permits are issued, abandoned, or are not renewed so as to maintain proportional distribution. Based on permits issued, individual fleet sizes will increase or decrease. Public Works will notify the Permittee of changes in individual

fleet size allotments. The Permittee will have 14 days to comply with fleet size adjustment conditions.

Permittee is responsible for submitting fleet size data on a real-time basis and verification of fleet size and location upon request, but not less than every month. This includes the location of SMDs, number at each location, and total number of SMDs deployed.

Software for monitoring and tracking deployment and use shall be provided to the County.

SMD Deployment

Scooter shall only be deployed along collector roads or higher (arterial, etc.) volume roads, based on California Road System Maps designation. To not unduly endanger or interfere with the use of an abutting property, absent unusual circumstances, SMDs may not be deployed in residential areas

SMDs shall be deployed in a designated preferred staging location if one is identified by the County within 250 feet of the Permittee's desired location.

Parked SMDs

The Permittee is responsible for immediate correction of improperly deployed or parked SMDs.

SMDs parked along or on local roads (non-collector or higher) shall be removed within 2 hours of a notification to remove them or at the end of each day, whichever is sooner.

Indemnification and Insurance

Permittee is responsible for ensuring users follow California Vehicle Code and other applicable laws and safety measures when using their SMDs.

Permittee agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. Shared Mobility Businesses' indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

Insurance requirements shall be met prior to issuance of a permit and operations and are attached as Exhibit 2.

Renewal and Revocation

Annual permit applications shall be submitted along with all fees no later than 30 days prior to the new permit year. Monthly fees shall be paid prior to the start of each month, and include a summary of SMDs planned to be in operation and square footage of space for fee-by-area payments. Any SMD operated for one or more days in a month should be included in the fees. If the number of SMDs is adjusted upward during the month, submit a notice of adjustments and

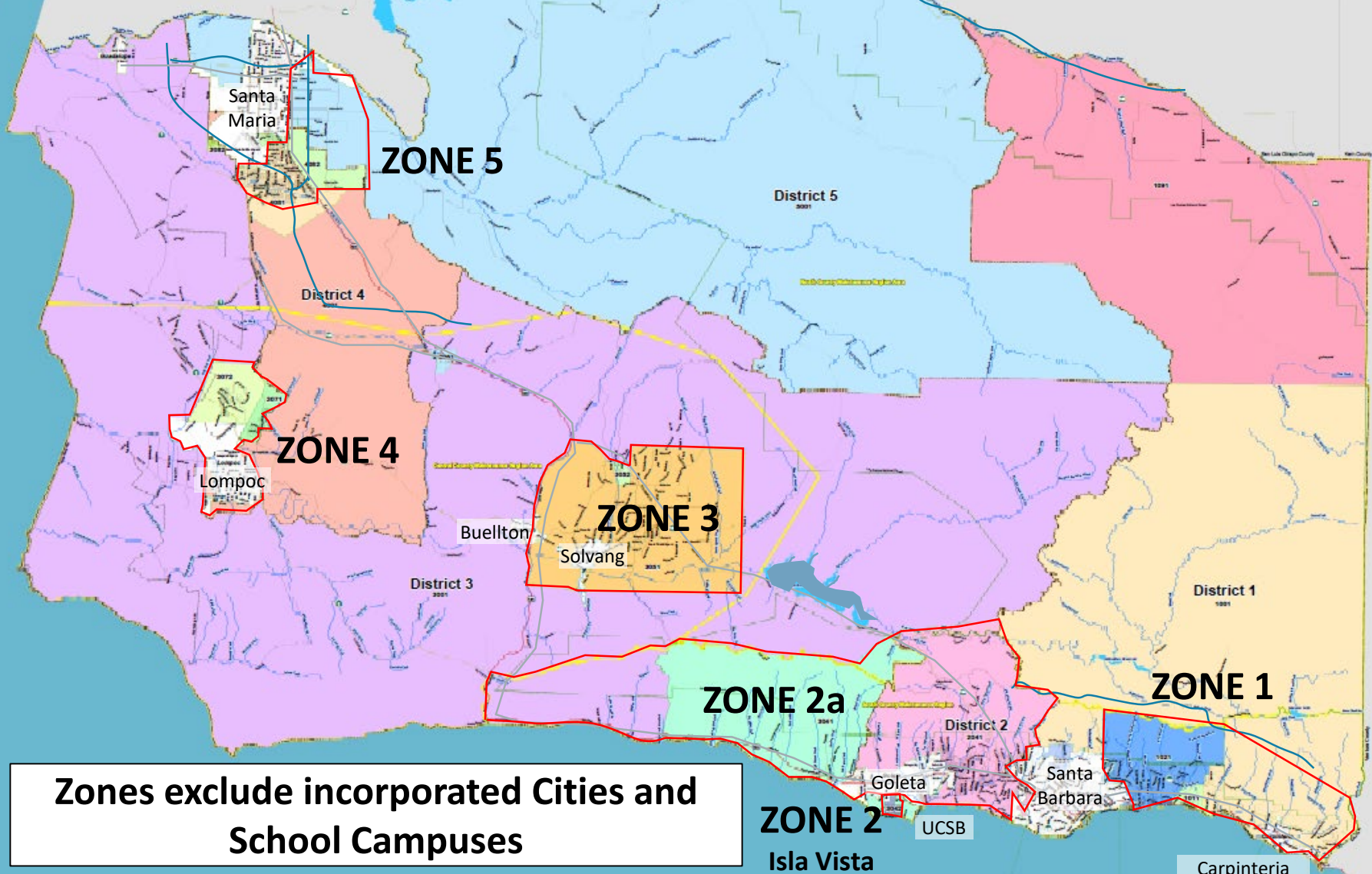
fees for any increased numbers. There will be no adjustment in fees for SMDs removed during the month.

A late fee of not more than a ten percent (10%) of the total amount owed will be applied to permits which are delinquent or incomplete or do not include all fees due at the deadlines stated above. Penalty fees may be decreased or dismissed at the discretion of the Public Works Director for good cause shown.

Notwithstanding other statues, regulations, or County Code allowing revocation or suspension, per Streets and Highways Code 1463, the Road Commissioner may not renew or may revoke encroachment permits for SMD businesses who do not comply with these conditions, County Code requirements, and State Law. Permits are revocable on five days' notice and on such notice of revoking the permit all SMD's under the permit must be removed within 10 days.

San Luis Obispo County

Exhibit 1 – SMD zones for Road Encroachment Permits



Zones exclude incorporated Cities and School Campuses

ZONE 2
Isla Vista

Carpinteria

EXHIBIT 2

Indemnification and Insurance Requirements (For Encroachment Permits)

INDEMNIFICATION

PERMITTEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. PERMITTEE's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

PERMITTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

PERMITTEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of its equipment hereunder and the results of that use by the PERMITTEE, its users, agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if PERMITTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the PERMITTEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the PERMITTEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the PERMITTEE's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the PERMITTEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the PERMITTEE's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – PERMITTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said PERMITTEE may acquire against the COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the PERMITTEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – PERMITTEE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY 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 PERMITTEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PERMITTEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.