

Attachment A.

INTERIM BICYCLE & E-SCOOTER SHARING SYSTEM (aka “DOCKLESS MOBILITY”) PERMIT PROGRAM REGULATIONS

I. Policy Statement and Purpose

The purpose of this policy is to establish rules and regulations governing the temporary operation of a dockless bicycle and e-scooter sharing system within the City of Charlottesville (hereinafter referred to as “City” or “City of Charlottesville”) and to ensure that such mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, people with disabilities, and other users of the public rights-of-way for the duration of the pilot program.

State law prohibits any person or corporation from occupying or using city streets in a manner not permitted to the general public, without first having obtained permission from the city’s governing body. See Va. Code §15.2-2015.

II. Scope

This policy applies to any proposed deployment of bicycle, electric-assist bicycle, or electric-assist scooter sharing systems (to include direct rental or similar programs) within the City’s jurisdictional boundaries. The Permittee shall establish service area boundaries to designate areas of device deployment.

III. Permit Application Procedures

- i. Any person seeking to operate a bicycle or scooter share program within the City shall first obtain a permit from the Director of Neighborhood Development Services or designee conditioned on compliance with the Operating Regulations contained in this policy and any other conditions (including insurance and indemnity) established by the issuing official. No person shall operate a shared mobility program within the City except pursuant to such permit.
- ii. All Permittees shall be required to comply with these regulations, including any changes or amendments authorized by the City Manager from time to time during the course of the pilot program. The Director of Neighborhood Development Services or designee may revoke any permit without prior notice for failure to comply with the regulations.
- iii. Any person whose permit application has been denied or whose permit has been revoked or terminated may file an appeal with the City Manager by submitting a written statement to the City Manager within 10 business days of the denial or revocation. The written statement shall describe the basis of the appellant’s objection. The City Manager shall issue a final decision on the appeal within 10 business days.
- iv. The Permittee will be required to obtain a business license and will be responsible for all applicable business license fees and taxes.
- v. The following payments must be made in order for a Bicycle and E-scooter

Sharing Permit application to be accepted and a permit issued:

- a. A non-refundable permit application fee of \$500, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete before this payment is remitted.
- b. A non-refundable fee equivalent to \$1/day/device for the length of the pilot is due at the time of permit issuance to support bicycle and pedestrian infrastructure citywide.

IV. Operating Regulations

a. Equipment Requirements

- i. All bicycles shall meet the safety standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in the Code of Virginia (§ 46.2-1015), including for lighting during operation in darkness.
- ii. Any electric Bicycles with a permit issued under this pilot program shall meet the definition of electric power-assisted bicycle in Virginia Code §46.2-100 and shall be subject to the same requirements as ordinary Bicycles. Electric bicycles shall have a top motor-powered speed not to exceed 15 mph.
- iii. Any electric Scooter with a permit issued under this pilot program shall meet the definition of motorized foot-scooter in Virginia Code §46.2-100. Scooters shall have a top motor-powered speed not to exceed 15 mph.
- iv. The City may modify the top speed of any electric Bicycles and electric Scooters at its discretion over the course of the Pilot Program.
- v. All scooters shall meet the safety standards established in the Code of Virginia (§ 46.2-1015), requiring both headlight and taillight.
- vi. All devices shall have always on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay on at least 90 seconds after the device comes to a complete stop.
- vii. Each Electric Scooter/Bicycle shall be equipped with an on-board GPS device capable of providing real-time location data in accordance with the specifications described in the “Data Sharing Requirements” section of this application.
- viii. All Electric Scooters/Bicycles must be certified as safe to operate under any applicable standard by Underwriters Laboratories or an equivalent safety rating agency.
- ix. All Electric Scooters/Bicycles must be equipped with devices that allow the Permittee by remote means to render an Electric Scooter and/or Bicycle inoperable if it has been reported to Permittee as being damaged or defective.

- x. Additionally, the City reserves the right to terminate any permit issued under this pilot program if the battery or motor on a device is determined by the City to be unsafe for public-use or for lack of compliance with other provisions of this policy.

b. Operations

- i. Permittees shall have an initial maximum fleet of 100 bicycles or e-scooters. However, if the Permittee can demonstrate an average of at least four (4) trips per operational device per day over a full month, and compliance with this program's requirements, the Permittee may request in writing to expand its fleet size by 25%. Electric-assist bicycles shall be exempt from this maximum.
- ii. At program inception, the total number of human-powered bicycles and electric scooters permitted under this pilot program shall be limited to a cumulative total of 200 devices between all Permittees. Electric-assist bicycles shall be exempt from this maximum.
- iii. The Permittee shall provide a fee \$1/day/device for any increase in fleet size.
- iv. The Director of Neighborhood Development Services or designee reserves the right to revoke a permit at any time during the pilot program and can require that a Permittee's fleet of bicycles or e-scooters be removed from the City right-of-way within five (5) business days.
- v. City may require Permittee to reduce its fleet size on a monthly basis in the event Permittee's fleet provides on average less than one rider per device per day. City may request data from Permittee on a monthly basis to determine and demonstrate the utilization rate of devices in the Permittee fleet.

c. Safe Riding and Parking

- i. Devices shall be parked upright on hard surfaces in a manner that does not obstruct or impeded the public right of way.
- ii. Permittee shall apply geofencing specifications provided by the City to direct users to specified designated parking areas in commercial corridor (e.g. Corner business district, West Main Street and Downtown Mall area). Users shall not be allowed to sign out of their ride unless parked in a designated area in the commercial corridors.
- iii. Bicycles and e-scooters shall be parked in such a manner as to provide a 4-foot pedestrian clear zone area in the sidewalk.
- iv. Bicycles and e-scooters shall not be parked in such a manner as to impede or interfere with any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box; or the reasonable use of any commercial window display or access to or from any building.

- v. Bicycles and e-scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- vi. The City Manager, or their designee, reserves the right to determine certain block faces where bicycle share or e-scooter parking is prohibited.
- vii. Bicycles and e-scooters may be left in on-street parking spaces only if the Director of Neighborhood Development Services or designee has officially designated those spaces as dockless mobility parking stations in connection with this pilot program. The City will apply visible markings to identify any such parking stations. Permittees shall not apply any markings to public right-of-way.
- viii. Bicycles and e-scooters shall not be parked in the landscape/furniture zone adjacent to or within:
 - 1. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - 2. Loading zones;
 - 3. Disabled parking zone;
 - 4. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - 5. Curb ramps;
 - 6. Entryways; and
 - 7. Driveways.
- ix. To the extent a Permittee desires to park bicycles or e-scooters in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Permittee must first obtain the right to do so from the City Manager and shall communicate this right to users through signage approved by the City Manager or through a mobile or web application. To park bicycles or e-scooters on private property, the Permittee must also obtain consent from the owner of the property or his agent. The City is not responsible for any fees or conditions imposed by private property owners on Permittees' use of such spaces.
- x. Permittee shall stop placing scooters or allowing contractors to place scooters and/or bicycles in front of any address provided by the City within 48 hours of notice.
- xi. Permittee shall apply geofencing specifications provided by the City to prohibit riding/parking/locking scooters and/or bicycles in specified areas and geographic areas of the City (such as the Downtown Mall and some city parks). Permittee will reduce travel speed to 5mph or less and notify users of restricted areas.
- xii. During deployment and rebalancing, employees and contractors of the Permittee shall obey all City Permit Program Regulations and shall not block traffic lanes, parking lanes, and bus lanes without receiving prior permit approval. Permittee shall abide by all City Street and Sidewalk Closure requirements and standards.

- xiii. Permittees shall work with local businesses or other organizations to promote the use of bicycle helmets by system users through partnerships, promotional credits, and other incentives.
- vi. Permittees shall provide notice to all users by means of signage and through a mobile or web application that:
 - 1. Bicyclists and e-scooters must not ride on sidewalks or trails and must yield to pedestrians at crosswalks; and
 - 2. Bicycles and electric scooters must not ride on any bricked portions of the Downtown Mall or on bricked areas near the Corner or Court Square;
 - 3. Bicycles and electric scooters must not ride in McIntire Skate Park;
 - 4. Helmets are strongly encouraged for all users and required for minors 14 and under. If Permittees prohibit use of bicycles or scooters by certain minors, Permittees shall provide conspicuous notice of this policy to users.);
 - 5. Bicycles and electric scooters shall ride on streets, and where available, in bike lanes;
 - 6. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - 7. Parking must be done in designated areas;
 - 8. Wearing headphones on or in both ears while riding a bicycle or scooter is prohibited;
 - 9. Texting while riding a bicycle or scooter is strongly discouraged; and
 - 10. Riding a bicycle or scooter under the influence of alcohol is strongly discouraged;
- vii. Permittee shall require riders to submit a photo whenever they park their scooter at the end of a ride.
- viii. Permittee shall provide education on the City's existing rules and regulations, safe and courteous riding, and proper parking.

d. Equitable Access

- i. Permittee will implement a marketing and targeted community outreach plan at its own cost to provide these services and promote the safe use of bicycle sharing and e-scooter sharing, particularly among low-income communities.
- ii. Permittee will provide a non-credit and non-smartphone mechanism to access its services.
- iii. Permittee will offer a low-income reduced cost plan that must be approved by the City Manager prior to permit issuance.
- iv. Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers, and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

- v. The City reserves the right to propose or designate service areas that will ensure access to a variety of neighborhoods.

e. Customer Service

- i. Permittee shall provide easily visible contact information, including a toll-free phone number and e-mail address on each bicycle or electric scooter for City employees and/or members of the public to make relocation requests or to report other issues with devices.
- ii. Permittees shall maintain a local Permittee representative and provide a direct point of contact to the City and its residents.
- iii. Permittees shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. This phone number and its website shall be provided on every device that is in service in the City.
- iv. Permittee will maintain a multilingual website, call center, and mobile App customer interface that is available twenty-four hours a day, seven days a week. The City shall determine the languages to be provided on each mode of communication.
- v. Upon notification by the City, any scooter and/or bike belonging to Motorized Dockless Scooter/Bike Share Program Operator that is improperly parked, left standing, or unattended on any sidewalk, street, or public right-of-way under the jurisdiction of the City, the Motorized Dockless Scooter/Bike Share Operator shall remove the scooter and/or bicycle within two hours.
- vi. In the event a bicycle or e-scooter is not relocated, re-parked, or removed within the timeframes specified herein, such devices may be removed by the City or its designee and taken to a facility for storage at the expense of the Permittee. Notwithstanding any other provision of the Municipal Code of the City of Charlottesville, Permittee shall be required to pay a fine for each device that is removed from the public right-of-way by the City, in addition to any storage expenses. The amount of the fine shall be set by the Director of Neighborhood Development Services and shall be contained in the permit.
- vii. Customers using scooters and/or bicycles that are permitted under this program must be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the scooter and /or bicycle.
- viii. In the event a safety or maintenance issue is reported for a specific device, that bicycle or e-scooter shall immediately be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.

f. User Protections

- i. Permittee must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
- ii. Permittee must provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Permittee agrees to make its policies, procedures and practices regarding data security available to the City, upon request, and further agrees that the City reserves the right to hire a third party to perform a security audit mid-way through the permit term, or at any time the City determines that an audit is warranted.
- iii. Permittee must provide customers the opportunity to assent explicitly to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction. The customer's options with regard to these requirements shall be clearly stated and easily accessed by the customer.
- iv. Permittee shall produce a Privacy Policy that complies with any data protection laws applicable to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of an e-scooter transportation service. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the City, Permittee may not make any personal data of program participants in the City available to any third party advertiser or other private entity, including another entity that may be affiliated with or jointly owned by the entity that owns Permittee.
- v. Permittee shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall provide an opportunity for the customer to explicitly assent prior to any changes to its data practices, including uses of data Permittee collected under a prior policy.
- vi. Permittee may not collect Personal Data related to, nor sort Personal Data nor individual data subjects according to, the protected classes of race, color, religion, sex (including, but not limited to, gender identity, transgender status, or sexual orientation, pregnancy, childbirth or related medical conditions, national origin, age, marital status, or disability, except for survey data collected on an opt-in basis and for a public purpose expressly set forth by the City. Permittee may not deny service to any user on the basis of their refusal to provide any such survey information or on the basis of their actual or perceived membership in any of the protected classes listed above. The City shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.
- vii. Permittee must disclose any and all existing data sharing agreements and must notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee may not engage in or facilitate any inter-app operability or other

form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

- viii. Permittee shall disclose all data breaches to an affected customer within thirty days of the breach.

g. Data Sharing

- i. Without prejudice to the Permittee's rights and interest to its commercially privileged and sensitive information, Permittee shall provide the City the following data in a Monthly Report by the 15th of each month for the previous month's activity:
 - a. Total active customers who reside in the City with a breakdown of customers by gender and age
 - b. Total active customers
 - c. Trips starting and trips ending, separately, in the City during the month, and trips starting and trips ending in the City since launch (raw trip data)
 - d. Average trip duration in minutes
 - e. Average and total distance of trips (if this is calculable from provided raw trip data, no need to provide separately)
 - f. Total number of devices in service in the City (daily)
 - g. GPS tracking data for every trip route starting, ending, or passing through the City (especially to understand the equity implications of coverage of these services.)
 - h. Crashes – giving time, date, precise location, and number of parties impacted (if known) within the City
 - i. Injuries – giving time, date, precise location, and cause (if known) within the City
 - j. Number and precise location of device that had to be towed after seven (7) consecutive days in one location within the City
 - k. Complaints received within the City – giving the reason with date and location, if available/appropriate
 - 1. Incorrectly parked reports – giving time, date, and precise location
 - 2. Speeding reports
 - 3. Maintenance related issues
 - 4. Other complaints
 - 5. Other feedback received – by date, time, and precise location, if applicable
- ii. Permittees shall provide the City with real-time information on the entire City fleet through a documented application program interface (API). Permittees are directly responsible for obtaining an API key from the City's IT Department 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 bicycle and e-scooter parked in the City operational area:
 - a. Point location
 - b. Bicycle/E-scooter identification number

- c. Type of device (standard, electric or scooter)
- d. Fuel level (if electric)

iii. Permittees shall provide the City with a publicly available API for real-time information on the entire City fleet. Data available via the API will include the following information in real time for every bicycle and e-scooter parked in the City operational area:

Field name	Format	Description
Permitee Name	[Permitee name]	n/a
Type of device	“Standard” or “Electric” or “Scooter”	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter Permitee acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 –	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 –	n/a
Start location	Point	n/a
End location	Point	n/a
Device ID number	xxxx1, xxxx2, ...	Unique identifier for every device

iv. All permitted operators will provide the following device availability data for oversight of parking compliance and device distribution by minutes. Data will be available for retrieval by the City using a publicly accessible API provided by the vendor.

Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability	Minutes	n/a
Availability start	MM, DD, YYYY	n/a
Availability start	HH:MM:SS (00:00:00 –	n/a

v. The City may, at its option, require Permittees to distribute a customer survey at the end of the pilot period.

V. INSURANCE:

By signing and submitting a permit application, the Permittee certifies that it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Permittee's performance or non-performance of services under this agreement, or the performance or non-performance of services under this agreement by anyone directly or indirectly employed by the Permittee or for whose acts it may be liable:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the agreement shall be in noncompliance with the agreement. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the agreement.)
- e. Cyber Liability/ Information Technology - \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.
- f. All insurance coverage:
 - i. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
 - ii. shall be kept in force throughout performance of services;
 - iii. shall be an occurrence based policy;
 - iv. shall include completed operations coverage;
 - v. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
 - vi. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the Permittee's policy regardless of the minimum requirements specified in the Agreement.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Permittee shall (i) have all required insurance coverage in effect; (ii) the Permittee shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (See Attachment A for a Sample C.O.I. and Guide to the Acord Form). The Permittee shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Permittee shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Permittee shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Permittee shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Permittee or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Permittee of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this agreement, and the City shall be entitled to pursue any remedy in law or equity if the Permittee fails to comply with the contractual provisions of this agreement. Indemnity obligations specified elsewhere in this Agreement shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured. Permittee explicitly acknowledges and understands that it assumes the risk of placing its dockless mobility devices on City property and that the City will not be responsible for any damages to such devices arising from their presence on City property.

Waiver Of Subrogation: The Permittee agrees to release and discharge the City of and from all liability to the Permittee, and to anyone claiming by, through or under the Permittee, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this agreement shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No agreement awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation,

to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

VI. Effective Dates

This policy shall be effective from November 13, 2018 and shall terminate on July 31, 2019. During the time the pilot program is in effect, the City Manager may amend the program regulations from time to time to ensure that participants are meeting program goals. Any changes or amendments to program regulations shall go into effect immediately. The City shall notify Permittees of any such changes or amendments as soon as practicable.

The City reserves the right to terminate the pilot program prior to July 31, 2019 if, in the sole opinion of the City Manager, the use or accessibility of public right-of-way is compromised or compliance with program regulations is inadequate. If the City Manager terminates the pilot program,, Permittees shall remove all devices from City right-of-way within five (5) business days.