



PUBLIC WORKS DEPARTMENT
Shared Mobility Operator Permit Pilot Program

Shared Mobility Operator Permit Application

OPERATOR INFORMATION

Operator Name *(If applicable, please include corporate name, DBA, etc.):* _____

Corporate Mailing Address: _____

City: _____ Zip: _____ Phone: _____

If not provided above, please list:

The name and business address of each person or entity that (a) has more than a ten percent equity, participation, or revenue interest in the applicant or (b) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the applicant, excepting persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c) (3), (4), or (6) of the Internal Revenue Code.

The name and business address of any parent or subsidiary of the applicant, namely, any other business entity owning or controlling the applicant in whole or in part, or owned or controlled in whole or in part by the applicant, and a statement describing the nature of any such parent or subsidiary business entity;

OPERATOR REPRESENTATIVE INFORMATION

Operator Representative Name, Title: _____

Direct Phone: _____ Email Address: _____

The City of Riverside will only consider completed applications. Application submission shall include:

1. 1 copy emailed to pwtraffic@riversideca.gov
2. 1 hard copy mailed or delivered in person to:

City of Riverside
Traffic Engineering
3900 Main Street, 4th Floor
Riverside, CA 92522

APPLICATION AGREEMENT

By signing this application, the applicant verifies they have read, understand, and agree with all regulations and requirements of the program and that all information provided is true.

Authorizing Signature: _____

Name, Title: _____ Date: _____

Questionnaire

1. Describe your previous/current operations in the City of Riverside (if applicable) and other jurisdictions. Please provide a description of any issued or revoked permits in the past by other Government entities.

2. Describe your proposed operations in the City of Riverside including:
 - a. The maximum number of Shared Mobility Devices to be deployed at the launch of operations (must not exceed 500).
 - b. Operating hours
 - c. Your plan for balancing Devices for Citywide coverage.
 - d. Your plan for the active location and correction of improperly parked, staged, abandoned, or tipped over Devices within all areas of the City, including any subcontractors that may assist the applicant.
 - e. Your plan for Device maintenance, levels of staff for operations and administration, and the plan for customer service.

3. Describe your economic opportunity plan. It should include details on how service will stimulate the local economy, how service will help disadvantaged communities, the rate schedule for low income individuals, and details regarding how service will be operated without a smartphone or credit card.

4. Describe the specifications of the proposed Devices, include details regarding design, materials, safety features, and any other relevant parameters. What is the equipment's life expectancy and how will it be disposed of? Include a description of your quality assurance plan.

5. Please describe your plans to educate, monitor, and take corrective action with users of Shared Mobility Devices about applicable California Vehicle Code provisions and other applicable laws, regulations, and guidelines, including the provisions of Chapter 13.22 of the Riverside Municipal Code. Detail your general community outreach plans, including plans to encourage helmet use, promote traffic laws and the correct parking of equipment.

6. Highlight unique services and management tools and indicate the benefits of them to the City. What makes your operation better than the competition?

7. Describe your regulatory compliance program.

8. Provide a history of, intent to and ability to comply with state and local law.

9. Describe plans to comply with applicable federal, state, and local data privacy laws and otherwise to protect the privacy of personal information provided by users.

10. Please provide information sufficient to show that you are financially, technically, and legally qualified to operate and maintain a Shared Mobility Device system.

11. The City has set forth the insurance and performance bond requirements list below for operators granted a Shared Mobility Device Operator Permit. The City also requires operators to obtain a City of Riverside Business License. Are you willing and able to meet these requirements?

1 General Provisions. Prior to the City's execution of a Permit Agreement, Company shall procure at its own expense, and provide satisfactory evidence of, and shall thereafter maintain, during the term of the Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Company's, its affiliates, clients, or other parties indemnification obligations under Section 12 hereof. If Company maintains broader coverage or higher limits than the minimums requested above, City of Riverside shall be entitled to the broader coverage or higher limits maintained by Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City of Riverside.

1.2 Ratings. Any insurance policy or coverage provided by Company or subcontractors as required by the Agreement shall be deemed inadequate and a material breach of the Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Company pursuant to the Agreement are adequate to protect Company. If Company believes that any required insurance coverage is inadequate, Company will obtain such additional insurance coverage as Company deems adequate, at Company's sole expense.

2 Workers' Compensation Insurance. By executing the Agreement, Company certifies that Company is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Company shall carry the insurance or provide for self-insurance required by California law to protect said Company from claims under the Workers' Compensation Act. Prior to City's execution of the Agreement, Company shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Company is self-insured for such coverage, or 2) a certified statement that Company has no employees, and acknowledging that if Company does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

3 Commercial General Liability and Automobile Insurance. Prior to City's execution of the Agreement, Company shall obtain, and shall thereafter maintain during the term of the Agreement, commercial general liability insurance and automobile liability insurance as required to insure Company against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, acting for or on behalf of Company, and/or anyone using/renting/riding Company's equipment. The City, and its officers, employees and agents, shall be named as additional insureds under the Company's insurance policies.

3.1 Company's Commercial General Liability (CGL) insurance policy shall be on an occurrence basis and shall cover both bodily injury (including death) and property damage (including, but not

limited to, premises, products and completed operations, independent contractor's liability, personal and advertising injury, and contractual liability) in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, which may be a combination of general liability and umbrella/excess liability insurance.

3.1.a. The City of Riverside, its officers, employees and agents are to be added as additional insureds on the CGL policy, which can be done by endorsement. City will accept endorsement forms CG 20 10 11 85, or CG 20 10 / CG 20 26 / CG 20 33 / CG 20 38 with CG 2037.

3.1.b. Company hereby grants to City of Riverside a waiver of any rights of subrogation which any insurer of Company may acquire against City of Riverside by virtue of payment of any loss. Company shall obtain relevant endorsement necessary to affect this waiver of subrogation and provide same to City of Riverside. This provision is applicable, regardless of whether or not City of Riverside has received a waiver of subrogation endorsement form.

3.2 Company's Automobile Liability (AL) policy shall be on an occurrence basis and shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Company's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Company's performance of the Agreement, which vehicles shall include, but are not limited to, Company owned vehicles, Company leased vehicles, Company's employee vehicles, non-Company owned vehicles and hired vehicles.

3.2.a. The City of Riverside, its officers, employees and agents are to be added as additional insureds on the AL policy.

3.3 Worker's Compensation (WC) policy, as required by the State of California, with statutory limits and Employer's Liability insurance with minimum limits of \$1,000,000 per accident for bodily injury or disease.

3.3.a. WC policy shall be endorsed with a waiver of subrogation in favor of City of Riverside for all work performed by the Operator, its employees, agents and subcontractors. This provision is applicable, regardless of whether or not City of Riverside has received a waiver of subrogation endorsement form.

3.3 Prior to City's execution of the Agreement, copies of insurance policies or original certificates along with relevant endorsements acceptable to the City evidencing the coverage required by the Agreement, for commercial general liability, automobile liability, and worker's compensation insurance, shall be filed. Said policies shall be on the usual ISO

3.4 Operator shall maintain an Umbrella Insurance policy providing coverage in excess of its primary general liability and automobile liability policies in the amount not less than \$5,000,000 per occurrence. The City of Riverside must be named as an additional insured.

3.5 Operator shall maintain in effect at all times during the term of the agreement, a valid Performance Bond, in the amount of \$10,000 payable without condition to the City of Riverside.

3.6 The policy shall specify that the insurance provided by Company will be considered primary and not contributory to any other insurance available to the City. Any insurance or self-insurance shall be in excess of the Operator's insurance and shall not contribute with it.