

SAINT PETERSBURG CITY COUNCIL

REPORTS

Meeting of August 20, 2020

To: The Honorable Chair Ed Montanari, and Members of City Council

Subject:

A resolution approving agreements with Razor USA LLC And Veoride, Inc. ("Operators") providing for (i) the Operators to set up, manage, operate, and maintain the City of St. Petersburg's Scooter Share Program and (ii) the City to grant a license to each of the Operators to make the scooters available to the public in accordance with Chapter 26 of the St. Petersburg City Code; authorizing the Mayor or his designee to execute the agreements and all other necessary documents to effectuate these transactions; authorizing the City Attorney to make non-substantive changes to the agreements; approving the acceptance of \$80,000 in revenue from the Operators' fees for the initial set up and establishment of parking areas for the Scooter Share Program; approving a transfer in the amount of \$80,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the General Capital Improvement Fund (3001); approving a transfer in the amount of \$40,000 from the unappropriated balance of the Parking Revenue Fund (1021), for the City's portion of the initial set up and establishment of parking areas for the Scooter Share Program, to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$120,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Scooter Share Parking Area Project (TBD); approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from the revenues generated from the Operators' Right-of-Way Usage Fee payments to the City, to the Transportation and Parking Management Department, Bicycle Pedestrian Division (281-1809), Scooter Share Pilot Program Study Project (TBD); and providing and effective date.

Explanation:

In the last year, the City has acted to develop a regulatory framework to support the use of motorized scooters and implement a Scooter Share program in St. Petersburg, including adoption of the ordinance last fall to include a new article in the City Code to address micromobility devices including motorized scooters. Section 26-402 now requires that companies interested in making their fleet of motorized scooters available for rent or use by the public shall have a micromobility license agreement with the City. It also sets out certain minimum insurance requirements.

In December 2019, the City issued a Request for Proposals (RFP) to provide micromobility operators with the opportunity to submit a proposal for consideration of a micromobility license for a Scooter Share Pilot Program in St. Petersburg. The RFP provided a scope of services anticipated by the City, and the proposed terms and conditions associated with the license agreement which would be for an 18-month term with at least twelve months of operations. The scope of services laid out the minimum requirements for program safety and operations, including hardware, technology, deployment, and safety education requirements. It also asked operators to provide their concurrence with the City's approach to parking management (100% within designated parking corrals/areas) and the City's concept of nuisance scooters for which they could be assessed fees. The agreements include an option to renew the agreement at the end of the term for up to two (2) three-year periods.

An evaluation committee comprised of City staff and program stakeholders reviewed the eight (8) proposals received in response to the RFP. The committee members conducted an initial independent review of each proposal solely on the evaluation criteria identified in the RFP to begin identifying strengths, weaknesses, and opportunities for clarification as the process continued. Through January and February, the committee met, heard presentations from the six (6) short-listed operators, and sought clarifications from the top four (4) operators. On February 26, 2020, the committee met to provide its final recommendation which was to enter negotiations with the top three (3) operators, reserving the right to enter negotiation with the fourth-ranked operator if negotiations with any one of the top three should prove unsuccessful. The top three operators, in alphabetical order are Bird Rides, Inc., Razor USA LLC, and Skinny Labs, Inc dba Spin, with VeoRide, Inc. (Veo) as the fourth operator. They were selected based on their experience operating scooter share programs in other municipalities; willingness to meet safety needs; ability to meet City-specified parking strategy; strong operations plan; strong staffing plan; willingness and ability to share data with the City and third-parties such as PSTA; strong communication, outreach, and education plan; and strong references.

Through the spring, the draft agreements were refined for each of the future operators. Staff also added a requirement that the companies provide the City with their plan to address the current public health emergency, specifically outlining activities which will be undertaken to reduce the potential spread of Coronavirus. In June and July 2020, the City negotiated with the top three ranked operators. Two of the top-ranked operators (Bird and Spin) ultimately indicated that due to a changed market environment, they would not be able to enter into agreement with the City to provide services. As such, negotiations with the fourth-ranked operator began and were ultimately successful.

Each operator will be required to pay certain fees to the City as provided in the agreements. Those include a one-time \$40,000 Parking Area Design & Construction Fee to compensate the City for costs necessary to establish the parking areas for the Scooter Share scooters throughout the program area. Additionally, each company will be assessed a Right-of-Way use fee that's one dollar per scooter per day for each of the scooters deployed, which shall be at least 80% of the total number of scooters the City has authorized the operator to deploy. For the first six months of the Program, per the agreement, the City will waive the Right-of-Way use fee for scooters deployed each day within in Equity Zones, which are areas identified by the City as preferential for equitable access to the Scooter Share Program based on such indicators as average income and motor vehicle ownership rates. A map illustrating the scooter service area including Equity Zones is attached.

The agreement also allows for the City to assess fines to the companies for each "Nuisance Scooter" occurrence to account for improperly parked scooters that remain uncorrected for an extended period. The circumstances surrounding improper scooter parking dictate the anticipated maximum response time before an improperly parked scooter is deemed to be a nuisance and are laid out in the agreement. For example, an improperly parked scooter that is parked outside of a corral or tipped over and remains so for more than 30 minutes after the company has been notified, is deemed to be a Nuisance Scooter. The variance in response time has been developed in consideration for the length of time it may take for the operator to safely address the improperly parked scooter and is consistent with minimum response times used in other jurisdictions.

Concurrent to work associated with the RFP and operator agreements, City staff has also worked to develop the authorized parking areas. Several locations in the greater downtown core have been identified and will be necessary to support the program requirements that 100% of scooters

are to be parked within the designated parking areas. They're primarily small areas of unused pavement that can be repurposed to accommodate the scooters. Otherwise they also include some areas adjacent to existing Coast Bike Share hubs. On a limited basis, some motor vehicle parking and/or loading zones will be re-purposed as scooter parking areas in order to obtain proper geographic coverage. The costs associated with the design and construction of the parking areas were intended to be fully covered by the Parking Area Design and Construction fees to be assessed to three operators. However, as negotiations with a third operator was not successful, the balance of the costs associated with establishing the parking areas, or \$40,000, will be covered by the Parking Revenue Fund.

As the program is contemplated as a Pilot program with an 18-month term, it's important for the City to understand how the program is contributing to St. Petersburg's larger goals of increased mobility and safety. Accordingly, the City will solicit the assistance of a university-based research center to evaluate the Scooter Share program. Research objectives are anticipated to include constructing suitable performance metrics for motorized scooter use and the City's Scooter Share program; conducting data collection methods to generate a database for calculating the performance metrics and performing other analyses using a commercially-available micromobility data aggregation service operator; coordinating an expert meeting to discuss the outcomes of the analyses; and concluding the performance evaluation to offer recommendations to the City on any suggested modifications to motorized scooter and Scooter Share regulations. The software/data aggregator used in this endeavor will also provide the City with a more efficient mechanism by which to manage operator compliance with the number of deployed scooters, fees to be assessed, and parking compliance. The City of Tampa has taken a similar approach and has reported that their university-based research partner has been very valuable in measuring and understanding the impacts of their program.

Recommendation: Administration recommends approval of the attached resolution approving the agreements with Razor USA LLC and Veoride, Inc. ("Operators") providing for (i) the Operators to set up, manage, operate, and maintain the City of St. Petersburg's Scooter Share Program and (ii) the City to grant a license to each of the Operators to make the scooters available to the public in accordance with Chapter 26 of the St. Petersburg City Code; authorizing the Mayor or his designee to execute the agreements and all other necessary documents to effectuate these transactions; authorizing the City Attorney to make non-substantive changes to the agreements; approving the acceptance of \$80,000 revenue from the Operators' fees for the initial set up and establishment of parking areas for the Scooter Share Program; approving a transfer in the amount of \$80,000 from the increase in the unappropriated balance of the General Fund, resulting from the additional revenues, to the General Capital Improvement Fund (3001); approving a transfer in the amount of \$40,000 from the unappropriated balance of the Parking Revenue Fund (1021), for the city's portion of the initial set up and establishment of parking areas, to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$120,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Scooter Share Parking Area Project (TBD); approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from the revenues generated from the Operators' Right-of-Way Usage Fee payments to the City, to the Transportation and Parking Management Department, Bicycle Pedestrian Division (281-1809), Scooter Share Pilot Program Study Project (TBD); and providing and effective date.

Cost/Funding/Assessment Information: The Scooter Share program is intended to be administered as a cost-neutral program to the City, with the exception of the costs to initially establish the parking areas. Specifically, the companies will be assessed a one-time fee of

\$40,000 each to cover the majority of the costs associated with establishing the scooter parking areas. Furthermore, a Right-of-Way Usage fee will be assessed that's anticipated to cover future maintenance costs associated with the parking areas and the costs associated with the university-based research study of the Pilot Project. Any revenues generated which are in excess of these costs can be transferred to the city's capital improvement program to support the development of more multimodal transportation improvements.

Funding will be available upon approval of the acceptance of additional revenues in the amount of \$80,000 from the Operators into the General Fund; a transfer in the amount of \$80,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the General Capital Improvement Fund (3001); a transfer in the amount of \$40,000 from the unappropriated balance of the Parking Revenue Fund (1021), to the General Capital Improvement Fund (3001); a supplemental appropriation in the amount of \$120,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Scooter Share Parking Area Project (TBD); and a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from the revenues generated from the Operators' Right-of-Way Usage Fee payments to the City, to the Transportation and Parking Management Department, Bicycle Pedestrian Division (281-1809), Scooter Share Pilot Program Study Project (TBD).

Attachments:

- (1) Resolution related to the agreement with Operators.
- (2) Agreement with Razor USA LLC
- (3) Agreement with Veorides, Inc.
- (4) Presentation
- (5) Map of Proposed Initial Parking Area Locations and Equity Zone
- (6) Evaluation Committee Technical Memorandum
- (7) City Code Section 26, Article VIII - Micromobility

Administration: /s/ Cheryl N. Stacks for Alan DeLisle

Budget: 

RESOLUTION NO. ____

A RESOLUTION APPROVING AGREEMENTS WITH RAZOR USA LLC AND VEORIDE, INC. (“OPERATORS”) PROVIDING FOR (i) THE OPERATORS TO SET UP,MANAGE, OPERATE, AND MAINTAIN THE CITY OF ST. PETERSBURG’S SCOOTER SHARE PROGRAM AND (ii) THE CITY TO GRANT A LICENSE TO EACH OF THE OPERATORS TO MAKE THE SCOOTERS AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH CHAPTER 26 OF THE ST. PETERSBURG CITY CODE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENTS; APPROVING THE ACCEPTANCE OF \$80,000 IN REVENUE FROM THE OPERATORS’ FEES FOR THE INITIAL SET UP AND ESTABLISHMENT OF PARKING AREAS FOR THE SCOOTER SHARE PROGRAM; APPROVING A TRANSFER IN THE AMOUNT OF \$80,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A TRANSFER IN THE AMOUNT OF \$40,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021), FOR THE CITY’S PORTION OF THE INITIAL SET UP AND ESTABLISHMENT OF PARKING AREAS FOR THE SCOOTER SHARE PROGRAM, TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$120,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFERS, TO THE SCOOTER SHARE PARKING AREA PROJECT (TBD); APPROVING

A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$75,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THE REVENUES GENERATED FROM THE OPERATORS' MONTHLY RIGHT-OF-WAY USAGE FEE PAYMENTS TO THE CITY, TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, BICYCLE PEDESTRIAN DIVISION (281-1809), SCOOTER SHARE PILOT PROGRAM STUDY PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Comprehensive Plan calls for the City to “develop and maintain a multi-modal transportation system that increases mobility”; and

WHEREAS, following legislative changes at the State and local level, the City desires to launch a Scooter Share Program to provide an added mobility option to support first-mile-last-mile transportation supplementing public transit and to provide short and medium-distance travel; and

WHEREAS, the City issued a request for proposals for a Scooter Share Program on December 13, 2019; and

WHEREAS, two operators, Razor USA LLC and VeoRide, Inc. (“Operators”), were selected by the City’s selection committee based on responses to the request for proposals; and

WHEREAS, the City desires to contract with the Operators for the purpose of setting up, managing, operating, and maintaining the Scooter Share Program; and

WHEREAS, the Operators wish to accept such duties and responsibilities on all the terms and conditions set forth in each agreement; and

WHEREAS, the Operators will be required to make certain payments to the City that include a one-time Parking Area Design and Construction Fee in the amount of \$40,000 and a monthly Right-of-Way Usage Fee in an amount that will vary based on the number of authorized scooters deployed by each of the Operators per day during that month; and

WHEREAS, the City desires to conduct a study and evaluation of the Pilot Program in conjunction with a university-based research center and would benefit from having the knowledge, skills, and experience of such organization at the Pilot Program onset; and

WHEREAS, it is estimated that no more than \$75,000 will be necessary to fund this study and evaluation, which will be available from the monthly Right-of-Way Usage Fees the City will receive from the Operators pursuant to each agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the agreements with Razor USA LLC and VeoRide, Inc. (“Operators”) providing for (i) the Operators to set up, manage, operate, and maintain the City of St. Petersburg’s Scooter Share Program and (ii) the City to grant a license to each of the Operators to make the scooters available to the public in accordance with Chapter 26 of the St. Petersburg City Code are hereby approved.

BE IT FURTHER RESOLVED that the Mayor of his Designee is authorized to execute the agreements and all other necessary documents to effectuate these transactions.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the agreements.

BE IT FURTHER RESOLVED that there is hereby approved a transfer in the amount of \$80,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from Operators’ fees for the initial set up and establishment of parking areas for the Scooter Share Program, to the General Capital Improvement Fund (3001).

BE IT FURTHER RESOLVED that there is hereby approved a transfer in the amount of \$40,000 from the unappropriated balance of the Parking Revenue Fund (1021), for the City’s portion of the initial set up and establishment of parking areas for the Scooter Share Program) to the General Capital Improvement Fund (3001).

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, for FY20:

| | |
|--|-----------|
| <u>General Capital Improvement Fund (3001)</u> | |
| Scooter Share Parking Area Project (TBD) | \$120,000 |

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Fund (0001), resulting from the revenues generated from the Operators’ monthly Right-of-Way Usage Fee payments to the City, for FY20:

| | |
|---|----------|
| <u>General Fund (0001)</u> | |
| Transportation and Parking Management Department, Bicycle Pedestrian Division (281-1809), Scooter Share Pilot Program Study Project (TBD) | \$75,000 |

This resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ *Sharon Michnowicz*

City Attorney (designee)

00521771

APPROVED BY:

Liz Makofske

Liz Makofske, Director
Budget and Management

APPROVED BY:

/s/ *Cheryl N. Stacks* for Evan Mory

Evan Mory, Director
Transportation & Parking Management

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the _____ day of _____, 2020 (“Effective Date”), by and between Razor USA LLC (“Operator”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

RECITALS:

WHEREAS, the City issued a request for proposals for a Scooter Share Program on December 13, 2019; and

WHEREAS, Operator was one of the operators selected by the City’s selection committee based on its response to the request for proposals; and

WHEREAS, Operator represents that it possesses the personnel, skills, and experience necessary to set up, manage, operate, and maintain the City’s Scooter Share Program, as defined herein; and

WHEREAS, the City desires to contract with Operator for the purpose of setting up, managing, operating, and maintaining the Scooter Share Program in conjunction with other operators; and

WHEREAS, Operator wishes to accept such duties and responsibilities on all the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are adopted as an integral part of this Agreement), the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Operator Duties.** Operator shall provide the services set forth in Appendix A (“Scope of Services”) for the City in full and complete accordance with this Agreement. Without limiting the generality of the foregoing, Operator shall be responsible for the complete set-up (including the purchase of Scooters (as defined in Appendix A) and installation of other necessary equipment pursuant to the specifications set forth in Appendix A), management, operation, and maintenance of the City’s Scooter Share Program (“Program”) which shall be within the Program Area (as defined in Appendix A), including the Parking Areas. Parking Areas means those areas (including ingress, egress and approaches thereof and thereto) designated by the City as Scooter parking areas and set forth in Appendix B and those areas secured by Operator in accordance with Appendix A. Appendix A and B are attached hereto and made a part hereof.
2. **Grant of License.** The City hereby grants to Operator a license to operate the Scooters in accordance with Chapter 26 of the St. Petersburg City Code, as may be amended from time to time.

3. **Term.** The initial term of this Agreement shall be eighteen (18) months commencing on the Effective Date, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement for two (2) additional three (3) year periods at the end of the then-expiring Term, provided that the City and Operator mutually agree in writing to any changes to the Agreement related to operation of the Program. References in this Agreement to “Term” shall include the initial term of this Agreement and any renewal terms.
4. **No Payment by the City.** Operator shall perform its obligations under this Agreement at no cost or expense to the City. Operator is responsible for all costs and expenses incurred in performing its obligations under this Agreement, including but not limited to any required permits or licenses.
5. **Operator Payments to the City.**
 - A. **Parking Area Design & Construction Fee.** Within thirty (30) days after the Effective Date, Operator shall pay the City a one-time fee of forty thousand dollars (\$40,000) to cover the costs incurred by the City to establish the Parking Areas.
 - B. **Right-of-Way Usage Fee.** In consideration of the City allowing Operator to use the City’s rights-of-way, Operator shall pay the City a monthly fee equal to one dollar (\$1.00) per deployed Scooter per day (provided Operator has met the minimum deployment requirements of this Agreement as specified in Appendix A), less any applicable adjustment for Scooters deployed in Equity Zones (as defined in Appendix A) in accordance with Appendix A (“Right-of-Way Usage Fee”). In the event Operator does not meet the minimum deployment requirements of this Agreement, the Right-of-Way Usage Fee will be one dollar (\$1.00) multiplied by the number of Scooters required to be deployed per day, less any applicable adjustments. The City will invoice Operator monthly for the Right-of-Way Usage Fee, and Operator shall pay each invoice within thirty (30) days after receipt.
6. **Liquidated Damages.** Each “Nuisance Scooter” (as defined in the Scope of Services) will result in damages to the City that are extremely difficult and impractical to determine and for which the City’s remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of the City’s damages and not a penalty, for each Nuisance Scooter, Operator shall pay the City an amount equal to \$50 per occurrence, and an additional \$50 for each consecutive two-hour period thereafter in which the Nuisance Scooter remains uncorrected. Acceptance by the City of such liquidated damages shall not be deemed permission for the Operator to continue such violation and shall not preclude the City from seeking any other remedy (other than monetary damages) for such violation including, without limitation, suspension or termination of this Agreement.
7. **Addition and Deletion of a Parking Area.** The City has the sole and absolute right to add a Parking Area or delete a Parking Area designated in Appendix B at any time during the Term (as hereinafter defined) upon thirty (30) days prior written notice to Operator.

Any such written notice shall, at the end of thirty (30) days, be attached to this Agreement and Appendix B shall be deemed to be amended accordingly.

8. **Program Expansion or Reduction.** The City has the sole and absolute right to expand the Program or reduce the Program, including increasing or decreasing the number of Scooters to be deployed by the Operator, at any time during the Term upon fifteen (15) days prior written notice to Operator. In the event the Operator does not wish to deploy the number of additional Scooters set forth in such written notice, Operator shall notify the City within ten (10) days, and the Parties will mutually agree on the number of additional Scooters to be deployed by Operator. Operator shall be responsible for all costs and expenses associated for adding additional Scooters and other Program equipment or removing Scooters and other Program equipment.
9. **Non-Exclusive Agreement.** This is not an exclusive agreement, and it imposes no obligation on the City to limit the number of scooter operators in the City. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest. Operator shall coordinate and cooperate with all other scooter operators in the Program.
10. **Personnel.** Operator shall hire such personnel as shall be necessary and proper to carry out the terms and conditions of this Agreement. Operator acknowledges and agrees that such personnel shall not (i) be considered employees of the City for any purpose; (ii) have any authority to act on behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits directly from the City. The City reserves the right to require Operator to replace any persons providing services pursuant to this Agreement, including but not limited to Operator's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
11. **Sponsorship Agreements, Signage and Advertisements.** All sponsorship agreements, signs, logos and advertisements shall comply with the Sponsorship and Sign Guidelines. For purposes of this Agreement, the Sponsorship and Sign Guidelines means the sponsorship, sign, logo, and advertisement guidelines and any changes thereto developed by Contractor and approved by the City within sixty (60) days after the Effective Date. Additionally, all signage shall comply with applicable Laws.
12. **Agreement Components.**
 - A. This Agreement consists of this document and its appendices and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):
 - (1) RFP No. 7542 dated November 25, 2019 ("Document 1")
 - (2) Q&A document dated December 20, 2019 ("Document 2")

(3) Quote dated January 13, 2020 (“Document 3”)

- B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

13. **Indemnification.**

- A. Operator shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (1) The performance of this Agreement (including any amendments thereto) by Operator, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
 - (2) The failure of Operator, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws (defined herein); or
 - (3) Any negligent act or omission of the Operator, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
 - (4) Any negligence, in whole or in part, of the Indemnified Parties arising out of the performance of this Agreement; or
 - (5) Any reckless or intentional wrongful act or omission of the Operator, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - (6) Defective conditions in the Parking Areas and any allegations of dangerous condition of public property (i.e., streets, sidewalks, or rights-of-way) or premises liability for the property of the Indemnified Parties (including failure to warn or failure to maintain any public property); or

- (7) Any individuals using Operator's Scooters on City streets, sidewalks, rights-of-way or other associated property (including but not limited to claims arising from Scooter injuries); or
 - (8) Operator's Scooters and other Program equipment.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Operator pursuant to this Agreement or otherwise obtained by Operator, and shall survive termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to termination of this Agreement.

14. **Insurance.**

- A. Operator shall carry the following minimum types and amounts of insurance at its own expense:
 - (1) Commercial General Liability insurance in an amount of at least Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate in occurrences form. This policy shall include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (2) Commercial Automobile Liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (3) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Operator's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Operator shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Operator shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be on a primary and noncontributory basis and shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating

agency acceptable to the City.

- F. If the insurance carried by the Operator has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Operator's insurance limits are greater than the minimum limits set forth herein, then the Operator's insurance limits shall be the required limits in this Agreement.
 - G. Operator hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. Upon the cancellation or lapse of any policy of insurance as required by the City Ordinance, the license issued shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained.
 - I. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
15. **Condition of Parking Areas.** Operator has inspected the Parking Areas and accepts the condition of the Parking Areas in an "as is" condition. By virtue of such inspection, Operator is satisfied that the Parking Areas are safe and acceptable for the operation of the Program pursuant to this Agreement. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Parking Areas, including any new Parking Areas designated after the Effective Date, or as to the fitness of the Parking Areas (including new Parking Areas designated in the future) for a particular use. Operator shall inspect any new Parking Areas designated by the City throughout the Term, and shall notify the City within five (5) days after the City's designation of each such new Parking Area if Operator is not satisfied that each new Parking Area is safe and acceptable for the operation of the Program pursuant to this Agreement, and shall provide the City with specific written notice of defects. At any point during the Term, if Operator observes any defective condition in a Parking Area, Operator shall notify the City immediately and specify the defect.
16. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
Attn: Louis Moore, Director, Procurement and Supply
Management
Phone: 727-893-7027
Email: louis.moore@stpete.org

OPERATOR:

Razor USA LLC
12723 166th St.
Cerritos, CA 90703
Attn: Taylor Strand
Phone: 949-230-3951
Email: tstrand@razorusa.com

17. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
18. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
19. **Contract Adjustments.** Either party may propose additions, deletions or modifications to Appendix A ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper performance of the Services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the parties. In the event Operator proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Operator will continue to perform the original Services in accordance with the terms and conditions of this Agreement.
20. **Amendment.** Except as otherwise set forth in paragraph 6, this Agreement may be amended only in writing executed by the Parties.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

22. **Third Party Beneficiary.** No persons other than Operator and the City and their successors and assigns shall have any rights whatsoever under this Agreement.
23. **Permits and Licenses.** Operator shall be responsible for obtaining any and all necessary permits (including right-of-way permits), licenses, certifications and approvals which may be required by any government agency in connection with Operator's performance of this Agreement. Upon request of the City, Operator shall provide the City with written evidence of such permits, licenses, certifications and approvals.
24. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
25. **Subcontracting.**
- A. The hiring or use of subcontractors in connection with the performance of Operator's obligations under this Agreement is permitted. Operator shall be solely responsible for ensuring that any subcontractor retained by Operator acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Operator shall promptly pay all subcontractors and suppliers. In no event shall Operator's retention of a subcontractor relieve Operator of any of its duties, obligations or representations under this Agreement.
- B. Operator shall require all subcontractors to defend and indemnify the Indemnified Parties to the same extent as Operator and name the Indemnified Parties as additional insureds under all insurance policies which Operator requires to be obtained by any subcontractor.
26. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the Laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
27. **Compliance with Laws.** Operator shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Laws governing public records (Chapter 119, Florida Statutes) and all Florida Laws related to micromobility (Chapter 316, Florida Statutes). Operator hereby makes all certifications required under Florida Statute section 287.135.

28. **No Liens.** Operator shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Operator, or to anyone using City property through or under Operator. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
29. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Operator and its professional advisors. The City, Operator and Operator's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Operator or against the City or Operator merely because of their efforts in preparing it.
30. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
31. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations related to indemnification, shall survive such expiration or earlier termination.
32. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Operator shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
33. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors and principals of their own accounts.
34. **Assignment.** Operator shall make no assignment of any of its rights, duties, or obligations under this Agreement without City's prior written consent (which consent may be withheld by City in its sole and absolute discretion).

35. **City Consent and Action.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or Agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

36. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. **Books and Records.** Operator shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Operator and shall be open to examination or audit by the City during the term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of

38. **Public Records.**

- A. Operator shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Operator's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Operator's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Operator transfers all public records to the City upon the expiration or earlier termination of this Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon the expiration or earlier termination of this Agreement,

Operator shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Operator shall be provided to the City in a format approved by the City.

B. IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Operator's obligations including but not limited to Operator's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

39. **Non-Discrimination.** Operator shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
40. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.
41. **Security.** Operator shall be responsible for all security for the Scooters and other Program equipment.
42. **Taxes.** Operator shall pay all taxes associated with the operation of the Program and use of the Parking Areas, including but not limited to ad valorem taxes.
43. **User Release Agreement.** Operator shall prepare a user release agreement and require each and every person who utilizes one of Operator's Scooters provided pursuant to this Agreement ("Users") to accept and agree to the terms and conditions of the user release agreement prior to using any Scooter provided pursuant to this Agreement. The user release agreement shall provide that the User releases, waives, discharges and covenants not to sue the Indemnified Parties from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Indemnified Parties, or otherwise, arising out of or in connection with use of the Scooters on City streets, sidewalks, rights-of-way or other associated property (including but not limited to claims arising from Scooter injuries) or related to a Scooter and/or other Program equipment.
44. **Termination.**

- A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Operator.
 - B. The City may terminate this Agreement upon written notice to the Operator in the event the Operator defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Operator with notice of default or an opportunity to cure, if the City determines that the Operator has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
 - C. The City may terminate this Agreement as provided in Florida Statute section 287.135.
 - D. Termination of this Agreement shall act as a termination of the Other Documents.
 - E. In the event of termination pursuant to this paragraph 44, Operator shall remove all Scooters and other Program equipment within five (5) days after the effective date of termination and remit any amount owed to the City within fifteen days after the effective date of termination.
45. **Grand Prix Race Agreement.** This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as “Grand Prix Race Agreement”) and all rights (exclusive rights and other rights) and authority granted thereunder. Without limiting the generality of the foregoing, Operator acknowledges and agrees that (i) Operator’s operations of the Program will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities); (ii) that certain areas in downtown St. Petersburg will be closed to the general public for certain periods of time in connection with Race Events; and (iii) that City Ordinance No. 702-G, as amended, established a Race Zone and a Clean Zone and regulations to be in effect during Race Events and which may further impact Operator’s operations of the Program and/or prevent Operator from using certain Parking Areas that are within the Race Zone and/or Clean Zone. In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms “Race Event,” “Race Area,” “Race Promoter” and “Race Period” shall have the meanings set forth in the Grand Prix Race Agreement.
46. **Street Closure Permits, Parade Permits and Construction in Rights-of-Way.** Operator acknowledges and understands that during the Term, the City may (i) issue street closure permits and parade permits and (ii) approve construction in a right-of-way, which construction may be done by the City or private contractors. Operator further acknowledges and understands that Operator’s operations may be impacted a result of the City (i) issuing any street closure permits and/or parade permits and (ii) approving construction in a right-of-way. If directed by the City in writing, Operator, at its sole cost and expense, shall

remove any Scooter and other Program equipment from a Parking Area which may be impacted as a result of the City (i) issuing a street closure permit and/or parade permit and (ii) approving construction in a right-of-way.

47. **Right to Suspend.** The City reserves the right to suspend the rights granted to Operator hereunder, effective immediately, by giving verbal notice (followed by written notice within a reasonable time) if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension will remain in effect until the City provides verbal notice (followed by written notice within a reasonable time) that the suspension has been lifted. Operator hereby releases any and all Claims for damages against the Indemnified Parties related to the suspension and further agrees to waive any and all rights which might arise by reason of the suspension; Operator shall have no recourse of any kind against any of the Indemnified Parties.
48. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, public health emergencies, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
49. **Performance and Payment Bond.** Operator shall furnish a performance and payment bond to the City (on the form provided by the City) executed by a surety company duly authorized to do business in the State of Florida. The amount of the performance and payment bond shall be equal to \$100,000, as security to the City for Operator's faithful performance of this Agreement and as security for the payment to all persons performing labor and furnishing materials in connection with this Agreement. The surety shall be duly authorized to do business in the State of Florida and have a rating no lower than "A-, VIII" by A.M. Best rating agency or a similar rating agency approved by the City. City's authorization.
50. **Representations.** Operator represents to the City as follows:
 - A. Operator is fully capable, financially and otherwise, to perform its obligations hereunder.
 - B. That the Scooters are safe to be operated by users on City streets, sidewalks, rights-of-way or other associated property.
 - C. That Operator has inspected the City rights-of-way and deems them safe for operation of the Program pursuant to the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

RAZOR USA LLC :

By: 

Print: Brandon Cheung

Title: Senior Manager, Government Relations

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

(SEAL)

By: _____
Louis Moore, CPPO, Director
Procurement & Supply Management

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____
Print: _____
Project Manager

City Attorney (Designee)
00511787

Appendix A
Scope of Services
Scooter Share Program

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1. Definitions

- a. Scooter shall mean the motorized scooter device that is defined by F.S. 316.003 and City Code.
- b. Nuisance Scooter means a Scooter that is improperly parked and remains uncorrected following notification to the Operator for an extended period, which has a negative impact on the City and its resources. Circumstances surrounding the improper parking will dictate whether the improper parking rises to the level of being a Nuisance Scooter. Those circumstances and timeframes are as follows:
 - i. Parked outside of a Parking Area on public property or rights-of-way – 30 minutes;
 - ii. Parked outside of a Parking Area on private property, unless Operator has secured a public access easement pursuant to paragraph 10.c. – 60 minutes;
 - iii. Tipped over – 30 minutes;
 - iv. Sidewalk obstruction leaving clearance of less than 3 feet – 30 minutes;
 - v. Roadway obstruction – 30 minutes;
 - vi. Transit stop obstructions – 30 minutes;
 - vii. Nature preserves and bodies of water– 60 minutes;
 - viii. Operational during off-hours – any time a trip is initiated during off-hours, and any trips not concluded within 15 minutes of the end of operational hours;
 - ix. Other obstructions and nuisances – 2 hours;
 - x. Other unauthorized areas – 2 hours.

2. Program Vision and Goals

The City will implement a Scooter Share Program (“Scooter Share Program” or “Program”) in St. Petersburg. The goal of the Scooter Share Program is to provide a safe and affordable mobility option that improves the quality of life for residents and visitors, facilitates economic development, and provides equitable access to transportation services. The City is treating the first eighteen (18) months of this Agreement as a Pilot Program to form the basis for, and inform, a longer-term program. The following information is intended to describe the City’s vision for the various elements of a successful Scooter Share Program for St. Petersburg.

3. Operator Responsibilities

- a. Company Operations.
 - i) Operator shall provide a minimum of one (1) full time locally based employee who is responsible for local market needs.

- ii) Operator shall, at its own expense (non-reimbursable), conduct background checks, screenings and other pre-qualification tests for all personnel. Operator shall provide to the City a copy of all background checks, screenings and other pre-qualification tests on its personnel and that of any independent contractors, if any, seven business days prior to the personnel's scheduled first day to conduct services associated with this Agreement. The personnel may not begin work until the City acknowledges that the proper background checks have been completed and the results are satisfactory as outlined in the background check section in the Agreement.

At a minimum, Operator shall perform a Florida Department of Law Enforcement (FDLE) criminal background check and search of the local court felony and misdemeanor records from the Pinellas County Clerk's office on all candidates prior to conducting services associated with this Agreement.

Persons with any of the following criteria shall not be placed on assignment for services within this Agreement:

- (1) Be listed on the FBI's list of suspected terrorists.
- (2) Have an outstanding arrest warrant against them.
- (3) Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony.
- (4) Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

The City retains the right to require that Operator remove its personnel or any of its independent contractors from providing services associated with this Agreement, at the City's discretion. Operator shall immediately remove any personnel who participate in illegal acts.

- b. Personnel Identification. Operator shall furnish each field technical personnel with proper photo identification badges exhibiting Operator's name and the personnel's name to be worn while providing on-site services under this Agreement. Operator shall require its field personnel to be dressed in appropriate attire, including reflective orange vests as necessary, while providing services under this Agreement.

4. Program Requirements

- a. General Program Requirements

Except for the Parking Areas being provided by the City, Operator shall provide all equipment, technology, and services necessary to provide and manage the physical and operational elements of publicly available Scooters as envisioned by the City and described herein.

- b. Number of Operators

The Scooter Share Program at the onset of the Pilot Program anticipates participation from two (2) Operators that were selected through a competitive process. The City retains the right to alter or adjust the number of operators at its discretion.

c. Total Fleet Size

The total number of Scooters will vary between 600 – 1,500 within the Scooter Share Program. Phased deployment shall occur as outlined in section “Deployment and Operations Requirements.”

d. Program Area

The operational area of the Scooter Share Program (“Program Area”) will be roughly equivalent to the area served by the City’s bike share program, which is generally within the greater Downtown core and adjacent business districts, including the EDGE, Grand Central, Deuces Live on 22nd Street South, and MLK Street Business District. Certain areas within the Program Area may be identified by the City as preferential for equitable access to the Scooter Share Program based on average income, motor vehicle ownership rates or other indicators (“Equity Zones”). However, the City also welcomes the input of Operator should it identify a need to provide service beyond the Program Area to ensure market viability and equitable access. During the first 6 months of this Agreement, the City will waive the Right-of-Way usage fee for all Scooters deployed in Equity Zones at the start of each day. At its sole option, and upon notification to Operator, the City may extend this waiver of Right-of-Way usage fees for Scooters deployed in Equity Zones for a period determined by the City.

e. Equity & Customer Service

Operator will make the Scooter Share Program easily accessible for both residents and visitors, and access to it should be fair and inclusive. A clearly delineated effort to maintain access across all socio-economic levels shall be established in keeping with the Program Vision and Goals.

5. Operator Service Requirements

At a minimum, Operator shall provide and meet the following requirements to ensure an inclusive Program:

- a. Operator shall implement services with a user fee and trip duration limits structure that reflect the Program objectives with regard to expected user types and transportation access. Operator shall establish an equity program such that pricing is not a barrier to entry to the Program, to meet the needs of lower-income or transportation-dependent Users who are interested in utilizing a publicly available device.
- b. Easy check-out and return shall be facilitated regardless of membership type or how the system is accessed (via credit card, web, app, on-site RFID, or QR codes). The Program shall also be easily accessible for Users who are un-banked and wish to utilize alternate payment methods.

- c. Operator will provide 24/7/365 live customer service via a call center or a “Live Chat” option within a mobile app, to address User questions and issues. Operator will provide enhanced training for customer service representatives to properly address and prioritize responses to accessibility-related reports.
- d. Program materials and directions shall be developed such that the information provided is clear to those who may not be familiar with the area or the English language, which could include illustrations.
- e. Program website and mobile applications shall be developed to be accessible to persons with visual impairments such that they can easily communicate reports of misuse or injury. Operator shall also provide contact information with permanently affixed tactile information on each device for persons with visual impairments to report any devices, or Users, that present a hazard.
- f. The City encourages Operator to include additional strategies that would successfully address equity concerns, including consideration for provision of adaptive micromobility devices. These strategies may also include but are not limited to discount programs for such users as students, persons with low incomes, and active military members.

6. Safety Requirements

Operator shall promote and encourage safe riding behaviors. These efforts shall be inclusive, and space should be reserved on the website, app, and all physical Program facilities for the promotion of safe operating behaviors. At a minimum, Operator shall provide and meet the following safety requirements:

- a. Notifying users of applicable Legal requirements.
- b. User must be a minimum of eighteen (18) years old to operate a Scooter in the Program within the City and/or Operational Area. Operator shall require a scan of a valid driver license, or other government issued ID, to ensure identity and proper age of User.
- c. Proper roadway operations as provided for within the St. Petersburg City Code.
- d. If helmets are provided as part of the Program, the helmets shall meet Consumer Product Safety Commission (CPSC) standards and the Operator shall also address mechanisms to keep the helmets in good and sanitary working condition if such helmets are shared.

7. Hardware Requirements

In keeping with City’s vision for safe operations of Scooters, the following criteria represent the City’s vision for the hardware and equipment needed to achieve the Program goals while preserving public safety. At a minimum, Operator shall provide and meet the following hardware requirements:

- a. The City shall not be required to own/lease nor maintain any Scooters or associated equipment.

- b. Each Scooter shall have a governed maximum operating speed of fifteen (15) miles per hour and shall include a speedometer onboard to monitor speed. Whether the ground is flat or sloped the governor shall not allow the device to exceed fifteen (15) miles per hour.
- c. Each Scooter shall include front and rear side reflectors, statutorily required lights, front and rear brakes in good working order, an alert bell in working order, and an indicator to show charge status. By Florida Statute 316.2128, users of Scooters have the same rights and responsibilities of a bicycle rider, therefore each Scooter shall meet the minimum vehicle requirements also designated for a bicycle, including but not limited to white headlight and rear red taillight. City Code further defines the rights and responsibilities of Scooter users in the City.
- d. Each Scooter shall be GPS-equipped for position tracking, real time data collection, and use with geofencing to promote safe behaviors, including but not limited to riding and parking. Such equipment should be sufficient to ensure accuracy inside of 3-5 ft. to eliminate urban canyon effect and ensure that Users are compliant with local regulations.
- e. Each Scooter shall have self-locking capabilities, a kickstand, an audible alert, as well as some form of tip-over technology and communications technology that can alert the Users and Operator of Scooters that are not in proper parking/storage positions. See definition of Nuisance Scooter above.
- f. Each Scooter shall include a unique identification number and Operator contact information that is clearly displayed for Users and the general public to easily identify and report any issues to the Operator. Such contact information shall also be made available via permanently affixed tactile information to enable persons with visual impairments to identify the ownership of each Scooter and provide for their direct communication with Operator via telephone, email, or website.
- g. Scooters shall include equipment that is preferential to deter vandalism and alleviate opportunities for malfunction during use, including but not limited to battery tampering.
- h. All Program Equipment shall comply with Laws and any other requirements set forth herein.
- i. Upon daily distribution, 90% of Scooters shall be distributed no later than 6:00am daily holding at least an 80% charge.
- j. Scooters shall be charged as necessary by Operator such that at any given time during daily operational hours, at least 80% of deployed Scooters have sufficient charge to travel approximately one (1) mile.
- k. Scooters shall be inspected daily. Any Scooter(s) with known maintenance issues shall be taken out of circulation immediately. All lights, brakes, reflectors, and other safety related equipment shall be kept in good working order at all times to promote safe riding.
- l. Users and other stakeholders shall be provided with means to easily and immediately communicate any observed equipment issues to the Operator.
- m. Operator's hardware shall also meet the requirements set forth in Attachment 1 to this Scope.

8. Technology Requirements

Operator shall provide and meet the following technology requirements:

- a. All Technology required for the Scooter Share Program shall be provided by Operator or third-party vendors, not the City.
- b. All Scooters shall be made available and operable between the hours of 6:00am and 10:00pm daily by each provider. Scooters shall be deployed no later than 6:00am and become inoperable after 10:00pm. These operational times may be adjusted by the City during the Term upon written notification to the Operator.
- c. Operator shall ensure that Users are able to access the Operator system through multiple means including, but not limited to, a smart phone app, website, text-to-ride, and cash payment options.
- d. Real-time information shall be made available to the City and Users via all available platforms as to the locations of available Scooters, parking locations, and any parking capacity issues, including but not limited to overparked areas, etc.
- e. Prior to authorization to deploy Scooters, Operator will be required to demonstrate to the City its successful implementation of strict geofencing techniques to promote proper and safe riding behaviors, proper parking location and techniques, and deter from improper riding behavior and improper parking location and techniques. This includes establishment of both no-riding and no-parking zones.
- f. Operator is required to work cooperatively with related third-party vendors' technology such as, but not limited to, data aggregators.
- g. The Operator shall provide a publicly accessible Application Programming Interface (API), clearly posted on the Operator's website that shows, at minimum, the current location of any services available for use at all times. A smart phone-based application used to access the Operator's services does not qualify as a publicly accessible API. Operator may not change the API URL without notifying the City with at least 30 days' notice. Operator is required to make the API endpoint available for public consumption. The public API need not be available without authentication; however, any member of the public, including commercial entities (such as the Pinellas Suncoast Transit Authority (PSTA)'s endorsed mobile trip planning application, Transit), must be able to gain access to the data provided by the API by requesting access through a web interface.
- h. Operator shall provide to the City and PSTA a publicly accessible API that meets the requirements of the latest General Bikeshare Feed Specification (GBFS) version. If the Operator operates more than one type of vehicle, they must provide a separate GBFS [per vehicle type].
- i. Operator shall require a short electronic quiz/test for Users that would cover general and specific safety tips that promote safe behavior. This quiz/test is in addition to any Waivers or User Agreements required.

- j. Operator shall develop and maintain well-rounded safety plan that addresses, at a minimum - equipment maintenance standards; personnel qualifications and training; battery charging, storage, and disposal; how at-risk devices are identified and subsequently addressed; and issue reporting and mitigation.

9. Deployment and Operations Requirements

- a. **Phased Fleet Deployment:**
The City will authorize deployment of Scooters in a phased approach with graduated deployment of additional Scooters based on proven service thresholds being met by the Operator, and successful demonstration of geo-fencing capabilities. At Pilot Program onset, it is anticipated that 450 Scooters will be authorized for deployment, with the total number of authorized Scooters split equally between all licensed operators. Additional authorizations for deployment will be made in accordance with paragraph 8 of the Agreement based on Parking Area availability, successful demonstration of Operator ability to meet acceptable service thresholds, and Operator requests. Scooters which have been impounded by the City for any reason will continue to be counted as authorized devices and will be required to be claimed by the Operator before additional devices will be authorized for deployment.
- b. **Minimum Deployment:**
Operator shall routinely deploy at least 80% of the Scooters that the City has authorized for deployment (e.g., if the City authorizes Operator to deploy 150 Scooters, Operator routinely shall deploy at least 120 Scooters), unless otherwise provided for in writing by the City or as necessary to comply with an approved operations plan during severe weather events or public health emergencies.
- c. **Daily Operational Hours:**
The Program shall be available to users between the operational hours of 06:00 am – 10:00 pm, seven (7) days a week, 365 days a year, unless otherwise provided for in writing by the City or as necessary to comply with an approved operations plan during severe weather events or public health emergencies.
- d. **Daily Deployment:**
During daily morning Scooter distribution, Operator will be granted an equal percentage of each Parking Area based on the number of Operator authorized to deploy Scooters. This is subject to change at the sole discretion of the City. Operator shall ensure an equitable distribution each morning amongst the entire service area, though may adjust this based on demand upon mutual agreement with the City which includes consideration for deployment in Equity Zones. Operator should consider locations of existing vehicle parking facilities, demand, and capacities, and coordinate deployment areas accordingly.
- e. **Coordination with existing transit services:**
Operator should consider existing transit opportunities within the City (PSTA and Central Avenue Trolley, Downtown Looper, etc.) and coordinate deployment areas accordingly. The Program should also be dynamic to accommodate transit expansions or service changes including, but not limited to, new routes, new vehicle types, new transit stations or intermodal facilities, and new transit rider technologies such as: Smart card and/or universal passes, new mobile operating systems, and app development.

- f. Operations during severe weather events or public health emergencies:
Operator shall provide evidence of a detailed contingency plan for severe weather events or public health emergencies in compliance with applicable Laws.

10. Parking Management and Parking Requirements

- a. Parking Areas will be designed and managed by the City. The City will provide sufficient parking capacity, determined at its sole discretion, for the number of deployed Scooters and at intervals that contribute to the success of the Program. Operator is encouraged to provide suggestions as to specific locations for desired Parking Areas. Suggestions notwithstanding, at the program onset, Parking Areas will generally be located with high frequency in the Downtown core (preferably one per block minimum, depending on size and/or demand) and in the adjacent business districts (generally not less than 1/8-mile spacing between Parking Areas).
- b. Operator shall incorporate methods to promote and require proper parking and storage of Scooters which shall be 100% within designated Parking Areas only. Methods could include, but are not limited to, User pictures of parked Scooter to ensure proper parking, technology to alert users of mis-parked Scooter(s) and promote correction of Nuisance Scooter(s), warning/fines schedule, and/or ban imposed on habitual improper use. See definition of Nuisance Scooter above.
- c. Operator may identify and develop Parking Areas on private property provided the Operator obtains an agreement with the land owner, provides a copy of such agreement to the City, secures a public access easement specifying unrestricted access, and assumes responsibility for all costs associated with such agreement(s). Such Parking Areas shall be open to the general public during operational hours.
- d. Rebalancing Requirements

Daily Rebalancing Efforts:

- i. The Operator shall monitor distribution of Scooters across the service area. If distribution is skewed, based upon criteria mutually agreed upon by the City and Operator, then Operator will re-distribute the Scooters accordingly in a timely fashion.
 - ii. Deployment of the Scooter equipment should allow for easy adjustment of capacity in response to changing demand and/or other requirements by the City including but not limited to temporary relocation for any special/major events or construction activities. Operator is responsible for moving equipment and modifying any necessary geo-fencing for special/major events or construction upon notification from the City in accordance with the Agreement.
- e. Nuisance Scooters:
When a complaint or notice of an improperly parked Scooter is reported to an Operator, regardless of the means of reporting (directly or indirectly), the issue shall be quickly corrected by the Operator. Nonetheless, the City reserves the right to physically handle, remove, or otherwise impound any Scooter deemed to be improperly parked and/or a nuisance.

11. Education, Media, Engagement, & Outreach Requirements

At its expense, Operator shall create and produce all electronic and printed media related to Operator's services as a part of the Program:

- a. Navigational maps and wayfinding information shall be created by Operator and provided online that includes, but is not limited to, the following information: Parking Area locations, approved trails, on-street routes, parks, and major destinations.
- b. Operator shall be responsible for the acquisition, development, hosting, and maintenance of program website, registration/reservation system, and social media platforms.
- c. Operator shall be responsible for the creation, printing, and distribution of any program promotional materials including, but not limited to, brochures, maps, posters, advertising media, event fliers, coupons, etc.
- d. Operator shall work cooperatively with the City's Marketing and Communications departments regarding any media inquiries and statements about the City's Scooter Share Program.
- e. Operator shall consider hosting routine public trainings and demonstrations to promote safety. Operator shall host at least two (2) events within the first 3 months (90 days) of deployment.

12. Data Reporting Requirements

To evaluate the Program, the following information must be provided by the Operator upon request by the City within five (5) business days of the request, and within a monthly report to the City. The data should be provided both in summary form and accessible via Mobility Data Specifications (MDS).

- a. Operational Data
 - i. Overall quantity and frequency of trips
 - ii. Average duration and distance of trips
 - iii. Daily volumes and temporal distributions of trips at each Parking Area location
 - iv. Rebalancing completed including the locations of the recovered Scooters, differentiation between rebalancing of uneven distribution areas and recovering Scooters outside of service area boundaries, and whether the rebalancing was completed by Program staff or Users
 - v. Occurrences of Nuisance Scooters, associated response times, and whether the situation was corrected by Program staff, Users, or others
 - vi. Minimum, maximum, and average number of trips per Scooter in circulation
 - vii. Pricing plans used during the reporting period
 - viii. Fines, fees, and/or costs assessed to Users during the reporting period by type
 - ix. Individual trip details including, but not limited to the following:
 - a) Origin and destination
 - b) Route
 - c) Length of usage
 - d) Average Speed
- b. Safety and Education Data

- c. Crash and/or Injury Reports including incident type, location, time of incident, User type, and outcomes or outstanding liabilities
- d. Reports of theft, vandalism, or any other incidents
- e. Number of community educational/outreach events, including but not limited to the following:
 - i. Safety demonstration/education sessions and estimated attendance
 - ii. Dissemination of the information on how to correctly use Scooter sharing
 - iii. Complementary helmet or safety equipment giveaways
- f. Customer Satisfaction
- g. Record of call center or live chat activity, response times, and issues reported
- h. Annual User survey that shall include questions provided by the City
- i. Maintenance
 - i. Duration a Scooter is out of service and reason for out of service status
 - ii. Maintenance issue trends
- j. Number of Scooters permanently removed from service in the City
- k. Demographics
 - i. Certain non-sensitive, demographic information of Users including, but not limited to billing zip code and age of User
- l. Other information that may be beneficial to the evaluate the Program's impact toward advancing the Program Vision and Goals, specifically equitable access and those developed as part of the Healthy St. Petersburg Initiatives.
- m. The City reserves the right to add or modify the above list of data/criteria to be reported based upon Program evaluation.

13. Data Sharing Requirements

- a. The City, may at its option, engage with a third-party such as a data aggregator and/or university research center to develop any analysis of the data reported to the City. Operator shall work cooperatively with that organization to share data in the format requested which may include both MDS and GBFS.
- b. In keeping with the City's efforts to increase the use of micromobility as a transit option and first-mile/last-mile solutions, upon request by the City and within five (5) business days of the request, Operator will also be required to provide data to PSTA in a format that is easily accessible for their transit planning and operational needs. Those include, but are not limited to the following:

- i. API endpoints and API keys for staging and production environments.
- ii. API documentation.
- iii. Technical contact to whom the City and its partners can ask questions regarding the integration.
- iv. Test accounts for the production environment.
- v. Payment Card Industry (PCI) attestation of compliance (AOC).
- vi. Results from a recent scan done by an approved scanning vendor (ASV).

14. Preliminary Program Evaluations

- a. The City shall conduct an early evaluation of the first 60 days of operations to determine any potential modifications that should be made to better enable the City to meet the Program goals. Furthermore, the City shall conduct a detailed evaluation of the first twelve months of operations to determine whether the Operator were successful in helping the City to meet the Program goals - to provide a safe and affordable mobility option that improves the quality of life for residents and visitors and facilitate economic development by providing equitable access to transportation services. The evaluation will also allow the City to review the Operator performance to ensure all applicable required criteria has been met.
- b. Operator shall make the Program Manager available to the City for discussion/review of evaluation findings, and subsequently available to applicable City Committees and Boards, including but not limited to City Council, for program reporting purposes.

15. Program Manager & Account Management

The Operator shall make available a Program Manager and Account Manager to oversee specific aspects of the Program. The Program Manager may be the same as the Account Manager, provided they meet all qualifications for both positions defined below:

- a. Program Manager:
 - i. Operator shall provide a Program Manager whose responsibilities shall include, but are not limited to, procurement and operations of Scooter system, managing Operator team, meeting scope of work, submitting reports, and receipts to City.
 - ii. The program manager shall not be replaced or substituted without the prior approval of the City. The City may request a personal interview with the short-listed firm's proposed program managers. The key program manager or their approved substitutes shall be available for all meetings.
 - iii. Operator shall provide contact details for the points of contact outside normal business hours, if they differ from the normal points of contact.

- b. Account Manager:
 - i. Operator shall provide an Account Manager whose responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution during normal business hours.
 - ii. Account Manager should only be changed with approval by City. In the event the Account Manager is no longer employed with the Operator, a new Account Manager must be appointed immediately, and their contact information shall be made available to the City upon appointment.

16. Performance Monitoring

- a. The Operator shall monitor its performance under the Agreement to ensure time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance and reporting goals herein are being achieved.
- b. In addition, the Operator agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited scope audit of the Operator is appropriate, the Contactor(s) agrees to comply with any additional instructions provided by the City to the Operator regarding such audit. In addition, the City will monitor the performance and financial management by the Operator throughout the contract term to ensure timely completion of all tasks. If the Operator is deemed to be non-compliant in its Agreement with the City, the City may issue a temporary suspension to Operator license and/or a reduction in the number of authorized Scooters until such time the Operator corrects noted deficiencies and returns to compliance with the Agreement.

17. Audit Requirements

Operator shall verify that all requirements listed herein have been accurately completed prior to issuing approval of any receipts:

- a. Current status and progress by the Operator and all sub-contractors in completing the Scope of Work and expenditures of funds under the Program.
- b. The Operator shall provide additional program updates or information that may be required by the City.

18. City Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. Provide a single point of contact (Project Manager) to administer the Agreement.
- b. Provide the Operator with description, contract, and scope of work.
- c. Provide timely review and feedback on reports, inquiries, and general performance.
- d. Provide the design and construction of all Parking Areas.
- e. Manage all Parking Areas.

Appendix A
Scope of Services
Scooter Share Program

Attachment 1

Additional Hardware Requirements

Operator shall also provide only such hardware as meets the following additional Hardware Requirements.

Operator shall deploy the EcoSmart scooter or an approved equivalent that is:

1. Powered by a swappable battery pack comprised of two 40 Cell 36 Volt batteries, 12000 mAh each, that can allow for travel up to 30 miles on a single charge;
2. Equipped with a double-wide riding deck;
3. Equipped with a cushioned seat;
4. Equipped with a sturdy front basket;
5. Equipped with 16" pneumatic air tires;
6. Equipped with rear wheel drive.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the _____ day of _____, 2020 (“Effective Date”), by and between VeoRide, Inc. (“Operator”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

RECITALS:

WHEREAS, the City issued a request for proposals for a Scooter Share Program on December 13, 2019; and

WHEREAS, Operator was one of the operators selected by the City’s selection committee based on its response to the request for proposals; and

WHEREAS, Operator represents that it possesses the personnel, skills, and experience necessary to set up, manage, operate, and maintain the City’s Scooter Share Program, as defined herein; and

WHEREAS, the City desires to contract with Operator for the purpose of setting up, managing, operating, and maintaining the Scooter Share Program in conjunction with other operators; and

WHEREAS, Operator wishes to accept such duties and responsibilities on all the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are adopted as an integral part of this Agreement), the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Operator Duties.** Operator shall provide the services set forth in Appendix A (“Scope of Services”) for the City in full and complete accordance with this Agreement. Without limiting the generality of the foregoing, Operator shall be responsible for the complete set-up (including the purchase of Scooters (as defined in Appendix A) and installation of other necessary equipment pursuant to the specifications set forth in Appendix A), management, operation, and maintenance of the City’s Scooter Share Program (“Program”) which shall be within the Program Area (as defined in Appendix A), including the Parking Areas. Parking Areas means those areas (including ingress, egress and approaches thereof and thereto) designated by the City as Scooter parking areas and set forth in Appendix B and those areas secured by Operator in accordance with Appendix A. Appendix A and B are attached hereto and made a part hereof.
2. **Grant of License.** The City hereby grants to Operator a license to operate the Scooters in accordance with Chapter 26 of the St. Petersburg City Code, as may be amended from time to time.

3. **Term.** The initial term of this Agreement shall be eighteen (18) months commencing on the Effective Date, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement for two (2) additional three (3) year periods at the end of the then-expiring Term, provided that the City and Operator mutually agree in writing to any changes to the Agreement related to operation of the Program. References in this Agreement to “Term” shall include the initial term of this Agreement and any renewal terms.
4. **No Payment by the City.** Operator shall perform its obligations under this Agreement at no cost or expense to the City. Operator is responsible for all costs and expenses incurred in performing its obligations under this Agreement, including but not limited to any required permits or licenses.
5. **Operator Payments to the City.**
 - A. **Parking Area Design & Construction Fee.** Within thirty (30) days after the Effective Date, Operator shall pay the City a one-time fee of forty thousand dollars (\$40,000) to cover the costs incurred by the City to establish the Parking Areas.
 - B. **Right-of-Way Usage Fee.** In consideration of the City allowing Operator to use the City’s rights-of-way, Operator shall pay the City a monthly fee equal to one dollar (\$1.00) per deployed Scooter per day (provided Operator has met the minimum deployment requirements of this Agreement as specified in Appendix A), less any applicable adjustment for Scooters deployed in Equity Zones (as defined in Appendix A) in accordance with Appendix A (“Right-of-Way Usage Fee”). In the event Operator does not meet the minimum deployment requirements of this Agreement, the Right-of-Way Usage Fee will be one dollar (\$1.00) multiplied by the number of Scooters required to be deployed per day, less any applicable adjustments. The City will invoice Operator monthly for the Right-of-Way Usage Fee, and Operator shall pay each invoice within thirty (30) days after receipt.
6. **Liquidated Damages.** Each “Nuisance Scooter” (as defined in the Scope of Services) will result in damages to the City that are extremely difficult and impractical to determine and for which the City’s remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of the City’s damages and not a penalty, for each Nuisance Scooter, Operator shall pay the City an amount equal to \$50 per occurrence, and an additional \$50 for each consecutive two-hour period thereafter in which the Nuisance Scooter remains uncorrected. Acceptance by the City of such liquidated damages shall not be deemed permission for the Operator to continue such violation and shall not preclude the City from seeking any other remedy (other than monetary damages) for such violation including, without limitation, suspension or termination of this Agreement.
7. **Addition and Deletion of a Parking Area.** The City has the sole and absolute right to add a Parking Area or delete a Parking Area designated in Appendix B at any time during the Term (as hereinafter defined) upon thirty (30) days prior written notice to Operator.

Any such written notice shall, at the end of thirty (30) days, be attached to this Agreement and Appendix B shall be deemed to be amended accordingly.

8. **Program Expansion or Reduction.** The City has the sole and absolute right to expand the Program or reduce the Program, including increasing or decreasing the number of Scooters to be deployed by the Operator, at any time during the Term upon fifteen (15) days prior written notice to Operator. In the event the Operator does not wish to deploy the number of additional Scooters set forth in such written notice, Operator shall notify the City within ten (10) days, and the Parties will mutually agree on the number of additional Scooters to be deployed by Operator. Operator shall be responsible for all costs and expenses associated for adding additional Scooters and other Program equipment or removing Scooters and other Program equipment.
9. **Non-Exclusive Agreement.** This is not an exclusive agreement, and it imposes no obligation on the City to limit the number of scooter operators in the City. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest. Operator shall coordinate and cooperate with all other scooter operators in the Program.
10. **Personnel.** Operator shall hire such personnel as shall be necessary and proper to carry out the terms and conditions of this Agreement. Operator acknowledges and agrees that such personnel shall not (i) be considered employees of the City for any purpose; (ii) have any authority to act on behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits directly from the City. The City reserves the right to require Operator to replace any persons providing services pursuant to this Agreement, including but not limited to Operator's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
11. **Sponsorship Agreements, Signage and Advertisements.** All sponsorship agreements, signs, logos and advertisements shall comply with the Sponsorship and Sign Guidelines. For purposes of this Agreement, the Sponsorship and Sign Guidelines means the sponsorship, sign, logo, and advertisement guidelines and any changes thereto developed by Contractor and approved by the City within sixty (60) days after the Effective Date. Additionally, all signage shall comply with applicable Laws.
12. **Agreement Components.**
 - A. This Agreement consists of this document and its appendices and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):
 - (1) RFP No. 7542 dated November 25, 2019 ("Document 1")
 - (2) Q&A document dated December 20, 2019 ("Document 2")

(3) Quote No. 10380 dated January 7, 2020 (“Document 3”)

- B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

13. **Indemnification.**

- A. Operator shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (1) The performance of this Agreement (including any amendments thereto) by Operator, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
 - (2) The failure of Operator, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws (defined herein); or
 - (3) Any negligent act or omission of the Operator, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
 - (4) Any negligence, in whole or in part, of the Indemnified Parties arising out of the performance of this Agreement; or
 - (5) Any reckless or intentional wrongful act or omission of the Operator, its employees, agents, representatives, contractors, subcontractors or volunteers; or
 - (6) Defective conditions in the Parking Areas and any allegations of dangerous condition of public property (i.e., streets, sidewalks, or rights-of-way) or premises liability for the property of the Indemnified Parties (including failure to warn or failure to maintain any public property); or

- (7) Any individuals using Operator's Scooters on City streets, sidewalks, rights-of-way or other associated property (including but not limited to claims arising from Scooter injuries); or
 - (8) Operator's Scooters and other Program equipment.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Operator pursuant to this Agreement or otherwise obtained by Operator, and shall survive termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to termination of this Agreement.

14. **Insurance.**

- A. Operator shall carry the following minimum types and amounts of insurance at its own expense:
 - (1) Commercial General Liability insurance in an amount of at least Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate in occurrences form. This policy shall include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (2) Commercial Automobile Liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (3) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Operator's insurance policies, except Workers' Compensation shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Operator shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Operator shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be on a primary and noncontributory basis and shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating

agency acceptable to the City.

- F. If the insurance carried by the Operator has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Operator's insurance limits are greater than the minimum limits set forth herein, then the Operator's insurance limits shall be the required limits in this Agreement.
 - G. Operator hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. Upon the cancellation or lapse of any policy of insurance as required by the City Ordinance, the license issued shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained.
 - I. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
15. **Condition of Parking Areas.** Operator has inspected the Parking Areas and accepts the condition of the Parking Areas in an "as is" condition. By virtue of such inspection, Operator is satisfied that the Parking Areas are safe and acceptable for the operation of the Program pursuant to this Agreement. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Parking Areas, including any new Parking Areas designated after the Effective Date, or as to the fitness of the Parking Areas (including new Parking Areas designated in the future) for a particular use. Operator shall inspect any new Parking Areas designated by the City throughout the Term, and shall notify the City within five (5) days after the City's designation of each such new Parking Area if Operator is not satisfied that each new Parking Area is safe and acceptable for the operation of the Program pursuant to this Agreement, and shall provide the City with specific written notice of defects. At any point during the Term, if Operator observes any defective condition in a Parking Area, Operator shall notify the City immediately and specify the defect.
16. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
Attn: Louis Moore, Director, Procurement and Supply
Management
Phone: 727-893-7027
Email: louis.moore@stpete.org

OPERATOR:

Veoride, Inc.
400 N. Racine Ave. #109
Chicago, IL 60642
Attn: Candice Xie
Phone: 765-838-9861
Email: candice.xie@veoride.com

17. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
18. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
19. **Contract Adjustments.** Either party may propose additions, deletions or modifications to Appendix A ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper performance of the Services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the parties. In the event Operator proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Operator will continue to perform the original Services in accordance with the terms and conditions of this Agreement.
20. **Amendment.** Except as otherwise set forth in paragraph 6, this Agreement may be amended only in writing executed by the Parties.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

22. **Third Party Beneficiary.** No persons other than Operator and the City and their successors and assigns shall have any rights whatsoever under this Agreement.
23. **Permits and Licenses.** Operator shall be responsible for obtaining any and all necessary permits (including right-of-way permits), licenses, certifications and approvals which may be required by any government agency in connection with Operator's performance of this Agreement. Upon request of the City, Operator shall provide the City with written evidence of such permits, licenses, certifications and approvals.
24. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
25. **Subcontracting.**
- A. The hiring or use of subcontractors in connection with the performance of Operator's obligations under this Agreement is permitted. Operator shall be solely responsible for ensuring that any subcontractor retained by Operator acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Operator shall promptly pay all subcontractors and suppliers. In no event shall Operator's retention of a subcontractor relieve Operator of any of its duties, obligations or representations under this Agreement.
 - B. Operator shall require all subcontractors to defend and indemnify the Indemnified Parties to the same extent as Operator and name the Indemnified Parties as additional insureds under all insurance policies which Operator requires to be obtained by any subcontractor.
26. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the Laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
27. **Compliance with Laws.** Operator shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Laws governing public records (Chapter 119, Florida Statutes) and all Florida Laws related to micromobility (Chapter 316, Florida Statutes). Operator hereby makes all certifications required under Florida Statute section 287.135.

28. **No Liens.** Operator shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Operator, or to anyone using City property through or under Operator. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
29. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Operator and its professional advisors. The City, Operator and Operator's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Operator or against the City or Operator merely because of their efforts in preparing it.
30. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
31. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations related to indemnification, shall survive such expiration or earlier termination.
32. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Operator shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
33. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors and principals of their own accounts.
34. **Assignment.** Operator shall make no assignment of any of its rights, duties, or obligations under this Agreement without City's prior written consent (which consent may be withheld by City in its sole and absolute discretion).

35. **City Consent and Action.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or Agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

36. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. **Books and Records.** Operator shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Operator and shall be open to examination or audit by the City during the term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of

38. **Public Records.**

- A. Operator shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Operator's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Operator's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Operator transfers all public records to the City upon the expiration or earlier termination of this Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon the expiration or earlier termination of this Agreement,

Operator shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Operator shall be provided to the City in a format approved by the City.

B. IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Operator's obligations including but not limited to Operator's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

39. **Non-Discrimination.** Operator shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
40. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.
41. **Security.** Operator shall be responsible for all security for the Scooters and other Program equipment.
42. **Taxes.** Operator shall pay all taxes associated with the operation of the Program and use of the Parking Areas, including but not limited to ad valorem taxes.
43. **User Release Agreement.** Operator shall prepare a user release agreement and require each and every person who utilizes one of Operator's Scooters provided pursuant to this Agreement ("Users") to accept and agree to the terms and conditions of the user release agreement prior to using any Scooter provided pursuant to this Agreement. The user release agreement shall provide that the User releases, waives, discharges and covenants not to sue the Indemnified Parties from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Indemnified Parties, or otherwise, arising out of or in connection with use of the Scooters on City streets, sidewalks, rights-of-way or other associated property (including but not limited to claims arising from Scooter injuries) or related to a Scooter and/or other Program equipment.
44. **Termination.**

- A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Operator.
 - B. The City may terminate this Agreement upon written notice to the Operator in the event the Operator defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Operator with notice of default or an opportunity to cure, if the City determines that the Operator has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
 - C. The City may terminate this Agreement as provided in Florida Statute section 287.135.
 - D. Termination of this Agreement shall act as a termination of the Other Documents.
 - E. In the event of termination pursuant to this paragraph 44, Operator shall remove all Scooters and other Program equipment within five (5) days after the effective date of termination and remit any amount owed to the City within fifteen days after the effective date of termination.
45. **Grand Prix Race Agreement.** This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as “Grand Prix Race Agreement”) and all rights (exclusive rights and other rights) and authority granted thereunder. Without limiting the generality of the foregoing, Operator acknowledges and agrees that (i) Operator’s operations of the Program will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities); (ii) that certain areas in downtown St. Petersburg will be closed to the general public for certain periods of time in connection with Race Events; and (iii) that City Ordinance No. 702-G, as amended, established a Race Zone and a Clean Zone and regulations to be in effect during Race Events and which may further impact Operator’s operations of the Program and/or prevent Operator from using certain Parking Areas that are within the Race Zone and/or Clean Zone. In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms “Race Event,” “Race Area,” “Race Promoter” and “Race Period” shall have the meanings set forth in the Grand Prix Race Agreement.
46. **Street Closure Permits, Parade Permits and Construction in Rights-of-Way.** Operator acknowledges and understands that during the Term, the City may (i) issue street closure permits and parade permits and (ii) approve construction in a right-of-way, which construction may be done by the City or private contractors. Operator further acknowledges and understands that Operator’s operations may be impacted a result of the City (i) issuing any street closure permits and/or parade permits and (ii) approving construction in a right-of-way. If directed by the City in writing, Operator, at its sole cost and expense, shall

remove any Scooter and other Program equipment from a Parking Area which may be impacted as a result of the City (i) issuing a street closure permit and/or parade permit and (ii) approving construction in a right-of-way.

47. **Right to Suspend.** The City reserves the right to suspend the rights granted to Operator hereunder, effective immediately, by giving verbal notice (followed by written notice within a reasonable time) if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension will remain in effect until the City provides verbal notice (followed by written notice within a reasonable time) that the suspension has been lifted. Operator hereby releases any and all Claims for damages against the Indemnified Parties related to the suspension and further agrees to waive any and all rights which might arise by reason of the suspension; Operator shall have no recourse of any kind against any of the Indemnified Parties.
48. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, public health emergencies, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
49. **Performance and Payment Bond.** Operator shall furnish a performance and payment bond to the City (on the form provided by the City) executed by a surety company duly authorized to do business in the State of Florida. The amount of the performance and payment bond shall be equal to \$100,000, as security to the City for Operator’s faithful performance of this Agreement and as security for the payment to all persons performing labor and furnishing materials in connection with this Agreement. The surety shall be duly authorized to do business in the State of Florida and have a rating no lower than “A-, VIII” by A.M. Best rating agency or a similar rating agency approved by the City. City’s authorization.
50. **Representations.** Operator represents to the City as follows:
 - A. Operator is fully capable, financially and otherwise, to perform its obligations hereunder.
 - B. That the Scooters are safe to be operated by users on City streets, sidewalks, rights-of-way or other associated property.
 - C. That Operator has inspected the City rights-of-way and deems them safe for operation of the Program pursuant to the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

VEORIDE, INC. :

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

(SEAL)

By: _____
Louis Moore, CPPO, Director
Procurement & Supply Management

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____
Print: _____
Project Manager

City Attorney (Designee)
00511787

Appendix A

Scope of Services

Scooter Share Program

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1. Definitions

- a. Scooter shall mean the motorized scooter device that is defined by F.S. 316.003 and City Code.
- b. Nuisance Scooter means a Scooter that is improperly parked and remains uncorrected following notification to the Operator for an extended period, which has a negative impact on the City and its resources. Circumstances surrounding the improper parking will dictate whether the improper parking rises to the level of being a Nuisance Scooter. Those circumstances and timeframes are as follows:
 - i. Parked outside of a Parking Area on public property or rights-of-way – 30 minutes;
 - ii. Parked outside of a Parking Area on private property, unless Operator has secured a public access easement pursuant to paragraph 10.c. – 60 minutes;
 - iii. Tipped over – 30 minutes;
 - iv. Sidewalk obstruction leaving clearance of less than 3 feet – 30 minutes;
 - v. Roadway obstruction – 30 minutes;
 - vi. Transit stop obstructions – 30 minutes;
 - vii. Nature preserves and bodies of water– 60 minutes;
 - viii. Operational during off-hours – any time a trip is initiated during off-hours, and any trips not concluded within 15 minutes of the end of operational hours;
 - ix. Other obstructions and nuisances – 2 hours;
 - x. Other unauthorized areas – 2 hours.

2. Program Vision and Goals

The City will implement a Scooter Share Program (“Scooter Share Program” or “Program”) in St. Petersburg. The goal of the Scooter Share Program is to provide a safe and affordable mobility option that improves the quality of life for residents and visitors, facilitates economic development, and provides equitable access to transportation services. The City is treating the first eighteen (18) months of this Agreement as a Pilot Program to form the basis for, and inform, a longer-term program. The following information is intended to describe the City’s vision for the various elements of a successful Scooter Share Program for St. Petersburg.

3. Operator Responsibilities

- a. Company Operations.
 - i) Operator shall provide a minimum of one (1) full time locally based employee who is responsible for local market needs.

- ii) Operator shall, at its own expense (non-reimbursable), conduct background checks, screenings and other pre-qualification tests for all personnel. Operator shall provide to the City a copy of all background checks, screenings and other pre-qualification tests on its personnel and that of any independent contractors, if any, seven business days prior to the personnel's scheduled first day to conduct services associated with this Agreement. The personnel may not begin work until the City acknowledges that the proper background checks have been completed and the results are satisfactory as outlined in the background check section in the Agreement.

At a minimum, Operator shall perform a Florida Department of Law Enforcement (FDLE) criminal background check and search of the local court felony and misdemeanor records from the Pinellas County Clerk's office on all candidates prior to conducting services associated with this Agreement.

Persons with any of the following criteria shall not be placed on assignment for services within this Agreement:

- (1) Be listed on the FBI's list of suspected terrorists.
- (2) Have an outstanding arrest warrant against them.
- (3) Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony.
- (4) Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

The City retains the right to require that Operator remove its personnel or any of its independent contractors from providing services associated with this Agreement, at the City's discretion. Operator shall immediately remove any personnel who participate in illegal acts.

- b. Personnel Identification. Operator shall furnish each field technical personnel with proper photo identification badges exhibiting Operator's name and the personnel's name to be worn while providing on-site services under this Agreement. Operator shall require its field personnel to be dressed in appropriate attire, including reflective orange vests as necessary, while providing services under this Agreement.

4. Program Requirements

- a. General Program Requirements

Except for the Parking Areas being provided by the City, Operator shall provide all equipment, technology, and services necessary to provide and manage the physical and operational elements of publicly available Scooters as envisioned by the City and described herein.

- b. Number of Operators

The Scooter Share Program at the onset of the Pilot Program anticipates participation from two (2) Operators that were selected through a competitive process. The City retains the right to alter or adjust the number of operators at its discretion.

c. Total Fleet Size

The total number of Scooters will vary between 600 – 1,500 within the Scooter Share Program. Phased deployment shall occur as outlined in section “Deployment and Operations Requirements.”

d. Program Area

The operational area of the Scooter Share Program (“Program Area”) will be roughly equivalent to the area served by the City’s bike share program, which is generally within the greater Downtown core and adjacent business districts, including the EDGE, Grand Central, Deuces Live on 22nd Street South, and MLK Street Business District. Certain areas within the Program Area may be identified by the City as preferential for equitable access to the Scooter Share Program based on average income, motor vehicle ownership rates or other indicators (“Equity Zones”). However, the City also welcomes the input of Operator should it identify a need to provide service beyond the Program Area to ensure market viability and equitable access. During the first 6 months of this Agreement, the City will waive the Right-of-Way usage fee for all Scooters deployed in Equity Zones at the start of each day. At its sole option, and upon notification to Operator, the City may extend this waiver of Right-of-Way usage fees for Scooters deployed in Equity Zones for a period determined by the City.

e. Equity & Customer Service

Operator will make the Scooter Share Program easily accessible for both residents and visitors, and access to it should be fair and inclusive. A clearly delineated effort to maintain access across all socio-economic levels shall be established in keeping with the Program Vision and Goals.

5. Operator Service Requirements

At a minimum, Operator shall provide and meet the following requirements to ensure an inclusive Program:

- a. Operator shall implement services with a user fee and trip duration limits structure that reflect the Program objectives with regard to expected user types and transportation access. Operator shall establish an equity program such that pricing is not a barrier to entry to the Program, to meet the needs of lower-income or transportation-dependent Users who are interested in utilizing a publicly available device.
- b. Easy check-out and return shall be facilitated regardless of membership type or how the system is accessed (via credit card, web, app, on-site RFID, or QR codes). The Program shall also be easily accessible for Users who are un-banked and wish to utilize alternate payment methods.

- c. Operator will provide 24/7/365 live customer service via a call center or a “Live Chat” option within a mobile app, to address User questions and issues. Operator will provide enhanced training for customer service representatives to properly address and prioritize responses to accessibility-related reports.
- d. Program materials and directions shall be developed such that the information provided is clear to those who may not be familiar with the area or the English language, which could include illustrations.
- e. Program website and mobile applications shall be developed to be accessible to persons with visual impairments such that they can easily communicate reports of misuse or injury. Operator shall also provide contact information with permanently affixed tactile information on each device for persons with visual impairments to report any devices, or Users, that present a hazard.
- f. The City encourages Operator to include additional strategies that would successfully address equity concerns, including consideration for provision of adaptive micromobility devices. These strategies may also include but are not limited to discount programs for such users as students, persons with low incomes, and active military members.

6. Safety Requirements

Operator shall promote and encourage safe riding behaviors. These efforts shall be inclusive, and space should be reserved on the website, app, and all physical Program facilities for the promotion of safe operating behaviors. At a minimum, Operator shall provide and meet the following safety requirements:

- a. Notifying users of applicable Legal requirements.
- b. User must be a minimum of eighteen (18) years old to operate a Scooter in the Program within the City and/or Operational Area. Operator shall require a scan of a valid driver license, or other government issued ID, to ensure identity and proper age of User.
- c. Proper roadway operations as provided for within the St. Petersburg City Code.
- d. If helmets are provided as part of the Program, the helmets shall meet Consumer Product Safety Commission (CPSC) standards and the Operator shall also address mechanisms to keep the helmets in good and sanitary working condition if such helmets are shared.

7. Hardware Requirements

In keeping with City’s vision for safe operations of Scooters, the following criteria represent the City’s vision for the hardware and equipment needed to achieve the Program goals while preserving public safety. At a minimum, Operator shall provide and meet the following hardware requirements:

- a. The City shall not be required to own/lease nor maintain any Scooters or associated equipment.

- b. Each Scooter shall have a governed maximum operating speed of fifteen (15) miles per hour and shall include a speedometer onboard to monitor speed. Whether the ground is flat or sloped the governor shall not allow the device to exceed fifteen (15) miles per hour.
- c. Each Scooter shall include front and rear side reflectors, statutorily required lights, front and rear brakes in good working order, an alert bell in working order, and an indicator to show charge status. By Florida Statute 316.2128, users of Scooters have the same rights and responsibilities of a bicycle rider, therefore each Scooter shall meet the minimum vehicle requirements also designated for a bicycle, including but not limited to white headlight and rear red taillight. City Code further defines the rights and responsibilities of Scooter users in the City.
- d. Each Scooter shall be GPS-equipped for position tracking, real time data collection, and use with geofencing to promote safe behaviors, including but not limited to riding and parking. Such equipment should be sufficient to ensure accuracy inside of 3-5 ft. to eliminate urban canyon effect and ensure that Users are compliant with local regulations.
- e. Each Scooter shall have self-locking capabilities, a kickstand, an audible alert, as well as some form of tip-over technology and communications technology that can alert the Users and Operator of Scooters that are not in proper parking/storage positions. See definition of Nuisance Scooter above.
- f. Each Scooter shall include a unique identification number and Operator contact information that is clearly displayed for Users and the general public to easily identify and report any issues to the Operator. Such contact information shall also be made available via permanently affixed tactile information to enable persons with visual impairments to identify the ownership of each Scooter and provide for their direct communication with Operator via telephone, email, or website.
- g. Scooters shall include equipment that is preferential to deter vandalism and alleviate opportunities for malfunction during use, including but not limited to battery tampering.
- h. All Program Equipment shall comply with Laws and any other requirements set forth herein.
- i. Upon daily distribution, 90% of Scooters shall be distributed no later than 6:00am daily holding at least an 80% charge.
- j. Scooters shall be charged as necessary by Operator such that at any given time during daily operational hours, at least 80% of deployed Scooters have sufficient charge to travel approximately one (1) mile.
- k. Scooters shall be inspected daily. Any Scooter(s) with known maintenance issues shall be taken out of circulation immediately. All lights, brakes, reflectors, and other safety related equipment shall be kept in good working order at all times to promote safe riding.
- l. Users and other stakeholders shall be provided with means to easily and immediately communicate any observed equipment issues to the Operator.
- m. Operator's hardware shall also meet the requirements set forth in Attachment 1 to this Scope.

8. Technology Requirements

Operator shall provide and meet the following technology requirements:

- a. All Technology required for the Scooter Share Program shall be provided by Operator or third-party vendors, not the City.
- b. All Scooters shall be made available and operable between the hours of 6:00am and 10:00pm daily by each provider. Scooters shall be deployed no later than 6:00am and become inoperable after 10:00pm. These operational times may be adjusted by the City during the Term upon written notification to the Operator.
- c. Operator shall ensure that Users are able to access the Operator system through multiple means including, but not limited to, a smart phone app, website, text-to-ride, and cash payment options.
- d. Real-time information shall be made available to the City and Users via all available platforms as to the locations of available Scooters, parking locations, and any parking capacity issues, including but not limited to overparked areas, etc.
- e. Prior to authorization to deploy Scooters, Operator will be required to demonstrate to the City its successful implementation of strict geofencing techniques to promote proper and safe riding behaviors, proper parking location and techniques, and deter from improper riding behavior and improper parking location and techniques. This includes establishment of both no-riding and no-parking zones.
- f. Operator is required to work cooperatively with related third-party vendors' technology such as, but not limited to, data aggregators.
- g. The Operator shall provide a publicly accessible Application Programming Interface (API), clearly posted on the Operator's website that shows, at minimum, the current location of any services available for use at all times. A smart phone-based application used to access the Operator's services does not qualify as a publicly accessible API. Operator may not change the API URL without notifying the City with at least 30 days' notice. Operator is required to make the API endpoint available for public consumption. The public API need not be available without authentication; however, any member of the public, including commercial entities (such as the Pinellas Suncoast Transit Authority (PSTA)'s endorsed mobile trip planning application, Transit), must be able to gain access to the data provided by the API by requesting access through a web interface.
- h. Operator shall provide to the City and PSTA a publicly accessible API that meets the requirements of the latest General Bikeshare Feed Specification (GBFS) version. If the Operator operates more than one type of vehicle, they must provide a separate GBFS [per vehicle type].
- i. Operator shall require a short electronic quiz/test for Users that would cover general and specific safety tips that promote safe behavior. This quiz/test is in addition to any Waivers or User Agreements required.

- j. Operator shall develop and maintain well-rounded safety plan that addresses, at a minimum - equipment maintenance standards; personnel qualifications and training; battery charging, storage, and disposal; how at-risk devices are identified and subsequently addressed; and issue reporting and mitigation.

9. Deployment and Operations Requirements

- a. **Phased Fleet Deployment:**
The City will authorize deployment of Scooters in a phased approach with graduated deployment of additional Scooters based on proven service thresholds being met by the Operator, and successful demonstration of geo-fencing capabilities. At Pilot Program onset, it is anticipated that 450 Scooters will be authorized for deployment, with the total number of authorized Scooters split equally between all licensed operators. Additional authorizations for deployment will be made in accordance with paragraph 8 of the Agreement based on Parking Area availability, successful demonstration of Operator ability to meet acceptable service thresholds, and Operator requests. Scooters which have been impounded by the City for any reason will continue to be counted as authorized devices and will be required to be claimed by the Operator before additional devices will be authorized for deployment.
- b. **Minimum Deployment:**
Operator shall routinely deploy at least 80% of the Scooters that the City has authorized for deployment (e.g., if the City authorizes Operator to deploy 150 Scooters, Operator routinely shall deploy at least 120 Scooters), unless otherwise provided for in writing by the City or as necessary to comply with an approved operations plan during severe weather events or public health emergencies.
- c. **Daily Operational Hours:**
The Program shall be available to users between the operational hours of 06:00 am – 10:00 pm, seven (7) days a week, 365 days a year, unless otherwise provided for in writing by the City or as necessary to comply with an approved operations plan during severe weather events or public health emergencies.
- d. **Daily Deployment:**
During daily morning Scooter distribution, Operator will be granted an equal percentage of each Parking Area based on the number of Operator authorized to deploy Scooters. This is subject to change at the sole discretion of the City. Operator shall ensure an equitable distribution each morning amongst the entire service area, though may adjust this based on demand upon mutual agreement with the City which includes consideration for deployment in Equity Zones. Operator should consider locations of existing vehicle parking facilities, demand, and capacities, and coordinate deployment areas accordingly.
- e. **Coordination with existing transit services:**
Operator should consider existing transit opportunities within the City (PSTA and Central Avenue Trolley, Downtown Looper, etc.) and coordinate deployment areas accordingly. The Program should also be dynamic to accommodate transit expansions or service changes including, but not limited to, new routes, new vehicle types, new transit stations or intermodal facilities, and new transit rider technologies such as: Smart card and/or universal passes, new mobile operating systems, and app development.

- f. Operations during severe weather events or public health emergencies:
Operator shall provide evidence of a detailed contingency plan for severe weather events or public health emergencies in compliance with applicable Laws.

10. Parking Management and Parking Requirements

- a. Parking Areas will be designed and managed by the City. The City will provide sufficient parking capacity, determined at its sole discretion, for the number of deployed Scooters and at intervals that contribute to the success of the Program. Operator is encouraged to provide suggestions as to specific locations for desired Parking Areas. Suggestions notwithstanding, at the program onset, Parking Areas will generally be located with high frequency in the Downtown core (preferably one per block minimum, depending on size and/or demand) and in the adjacent business districts (generally not less than 1/8-mile spacing between Parking Areas).
- b. Operator shall incorporate methods to promote and require proper parking and storage of Scooters which shall be 100% within designated Parking Areas only. Methods could include, but are not limited to, User pictures of parked Scooter to ensure proper parking, technology to alert users of mis-parked Scooter(s) and promote correction of Nuisance Scooter(s), warning/fines schedule, and/or ban imposed on habitual improper use. See definition of Nuisance Scooter above.
- c. Operator may identify and develop Parking Areas on private property provided the Operator obtains an agreement with the land owner, provides a copy of such agreement to the City, secures a public access easement specifying unrestricted access, and assumes responsibility for all costs associated with such agreement(s). Such Parking Areas shall be open to the general public during operational hours.
- d. Rebalancing Requirements

Daily Rebalancing Efforts:

- i. The Operator shall monitor distribution of Scooters across the service area. If distribution is skewed, based upon criteria mutually agreed upon by the City and Operator, then Operator will re-distribute the Scooters accordingly in a timely fashion.
 - ii. Deployment of the Scooter equipment should allow for easy adjustment of capacity in response to changing demand and/or other requirements by the City including but not limited to temporary relocation for any special/major events or construction activities. Operator is responsible for moving equipment and modifying any necessary geo-fencing for special/major events or construction upon notification from the City in accordance with the Agreement.
- e. Nuisance Scooters:
When a complaint or notice of an improperly parked Scooter is reported to an Operator, regardless of the means of reporting (directly or indirectly), the issue shall be quickly corrected by the Operator. Nonetheless, the City reserves the right to physically handle, remove, or otherwise impound any Scooter deemed to be improperly parked and/or a nuisance.

11. Education, Media, Engagement, & Outreach Requirements

At its expense, Operator shall create and produce all electronic and printed media related to Operator's services as a part of the Program:

- a. Navigational maps and wayfinding information shall be created by Operator and provided online that includes, but is not limited to, the following information: Parking Area locations, approved trails, on-street routes, parks, and major destinations.
- b. Operator shall be responsible for the acquisition, development, hosting, and maintenance of program website, registration/reservation system, and social media platforms.
- c. Operator shall be responsible for the creation, printing, and distribution of any program promotional materials including, but not limited to, brochures, maps, posters, advertising media, event fliers, coupons, etc.
- d. Operator shall work cooperatively with the City's Marketing and Communications departments regarding any media inquiries and statements about the City's Scooter Share Program.
- e. Operator shall consider hosting routine public trainings and demonstrations to promote safety. Operator shall host at least two (2) events within the first 3 months (90 days) of deployment.

12. Data Reporting Requirements

To evaluate the Program, the following information must be provided by the Operator upon request by the City within five (5) business days of the request, and within a monthly report to the City. The data should be provided both in summary form and accessible via Mobility Data Specifications (MDS).

- a. Operational Data
 - i. Overall quantity and frequency of trips
 - ii. Average duration and distance of trips
 - iii. Daily volumes and temporal distributions of trips at each Parking Area location
 - iv. Rebalancing completed including the locations of the recovered Scooters, differentiation between rebalancing of uneven distribution areas and recovering Scooters outside of service area boundaries, and whether the rebalancing was completed by Program staff or Users
 - v. Occurrences of Nuisance Scooters, associated response times, and whether the situation was corrected by Program staff, Users, or others
 - vi. Minimum, maximum, and average number of trips per Scooter in circulation
 - vii. Pricing plans used during the reporting period
 - viii. Fines, fees, and/or costs assessed to Users during the reporting period by type
 - ix. Individual trip details including, but not limited to the following:
 - a) Origin and destination
 - b) Route
 - c) Length of usage
 - d) Average Speed
- b. Safety and Education Data

- c. Crash and/or Injury Reports including incident type, location, time of incident, User type, and outcomes or outstanding liabilities
- d. Reports of theft, vandalism, or any other incidents
- e. Number of community educational/outreach events, including but not limited to the following:
 - i. Safety demonstration/education sessions and estimated attendance
 - ii. Dissemination of the information on how to correctly use Scooter sharing
 - iii. Complementary helmet or safety equipment giveaways
- f. Customer Satisfaction
- g. Record of call center or live chat activity, response times, and issues reported
- h. Annual User survey that shall include questions provided by the City
- i. Maintenance
 - i. Duration a Scooter is out of service and reason for out of service status
 - ii. Maintenance issue trends
- j. Number of Scooters permanently removed from service in the City
- k. Demographics
 - i. Certain non-sensitive, demographic information of Users including, but not limited to billing zip code and age of User
- l. Other information that may be beneficial to the evaluate the Program's impact toward advancing the Program Vision and Goals, specifically equitable access and those developed as part of the Healthy St. Petersburg Initiatives.
- m. The City reserves the right to add or modify the above list of data/criteria to be reported based upon Program evaluation.

13. Data Sharing Requirements

- a. The City, may at its option, engage with a third-party such as a data aggregator and/or university research center to develop any analysis of the data reported to the City. Operator shall work cooperatively with that organization to share data in the format requested which may include both MDS and GBFS.
- b. In keeping with the City's efforts to increase the use of micromobility as a transit option and first-mile/last-mile solutions, upon request by the City and within five (5) business days of the request, Operator will also be required to provide data to PSTA in a format that is easily accessible for their transit planning and operational needs. Those include, but are not limited to the following:

- i. API endpoints and API keys for staging and production environments.
- ii. API documentation.
- iii. Technical contact to whom the City and its partners can ask questions regarding the integration.
- iv. Test accounts for the production environment.
- v. Payment Card Industry (PCI) attestation of compliance (AOC).
- vi. Results from a recent scan done by an approved scanning vendor (ASV).

14. Preliminary Program Evaluations

- a. The City shall conduct an early evaluation of the first 60 days of operations to determine any potential modifications that should be made to better enable the City to meet the Program goals. Furthermore, the City shall conduct a detailed evaluation of the first twelve months of operations to determine whether the Operator were successful in helping the City to meet the Program goals - to provide a safe and affordable mobility option that improves the quality of life for residents and visitors and facilitate economic development by providing equitable access to transportation services. The evaluation will also allow the City to review the Operator performance to ensure all applicable required criteria has been met.
- b. Operator shall make the Program Manager available to the City for discussion/review of evaluation findings, and subsequently available to applicable City Committees and Boards, including but not limited to City Council, for program reporting purposes.

15. Program Manager & Account Management

The Operator shall make available a Program Manager and Account Manager to oversee specific aspects of the Program. The Program Manager may be the same as the Account Manager, provided they meet all qualifications for both positions defined below:

- a. Program Manager:
 - i. Operator shall provide a Program Manager whose responsibilities shall include, but are not limited to, procurement and operations of Scooter system, managing Operator team, meeting scope of work, submitting reports, and receipts to City.
 - ii. The program manager shall not be replaced or substituted without the prior approval of the City. The City may request a personal interview with the short-listed firm's proposed program managers. The key program manager or their approved substitutes shall be available for all meetings.
 - iii. Operator shall provide contact details for the points of contact outside normal business hours, if they differ from the normal points of contact.

- b. Account Manager:
 - i. Operator shall provide an Account Manager whose responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution during normal business hours.
 - ii. Account Manager should only be changed with approval by City. In the event the Account Manager is no longer employed with the Operator, a new Account Manager must be appointed immediately, and their contact information shall be made available to the City upon appointment.

16. Performance Monitoring

- a. The Operator shall monitor its performance under the Agreement to ensure time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance and reporting goals herein are being achieved.
- b. In addition, the Operator agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited scope audit of the Operator is appropriate, the Contactor(s) agrees to comply with any additional instructions provided by the City to the Operator regarding such audit. In addition, the City will monitor the performance and financial management by the Operator throughout the contract term to ensure timely completion of all tasks. If the Operator is deemed to be non-compliant in its Agreement with the City, the City may issue a temporary suspension to Operator license and/or a reduction in the number of authorized Scooters until such time the Operator corrects noted deficiencies and returns to compliance with the Agreement.

17. Audit Requirements

Operator shall verify that all requirements listed herein have been accurately completed prior to issuing approval of any receipts:

- a. Current status and progress by the Operator and all sub-contractors in completing the Scope of Work and expenditures of funds under the Program.
- b. The Operator shall provide additional program updates or information that may be required by the City.

18. City Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. Provide a single point of contact (Project Manager) to administer the Agreement.
- b. Provide the Operator with description, contract, and scope of work.
- c. Provide timely review and feedback on reports, inquiries, and general performance.
- d. Provide the design and construction of all Parking Areas.
- e. Manage all Parking Areas.

Appendix A Scope of Services Scooter Share Program

Attachment 1

Additional Hardware Requirements

Operator shall also provide only such hardware as meets the following additional Hardware Requirements.

Unless otherwise provided, and at the discretion of the City, Operator shall deploy the Veo G4 Scooter or an approved equivalent that is:

1. Powered by a swappable battery pack that can allow for travel up to 30 miles on a single charge;
2. Equipped with front- and rear-suspension;
3. Equipped with front- and rear-brakes;
4. Equipped with minimum 10" wheels; and
5. Equipped with minimum 350W rear-drive motor.

At the City's discretion, Operator may deploy the Cosmo VE1 or an approved equivalent that is:

1. Powered by a swappable battery pack that can allow for travel up to 30 miles on a single charge;
2. Equipped with front- and rear-suspension, or an equivalent steel suspension system;
3. Equipped with front- and rear-brakes;
4. Equipped with minimum 10" wheels; and
5. Equipped with minimum 350W rear-drive motor.



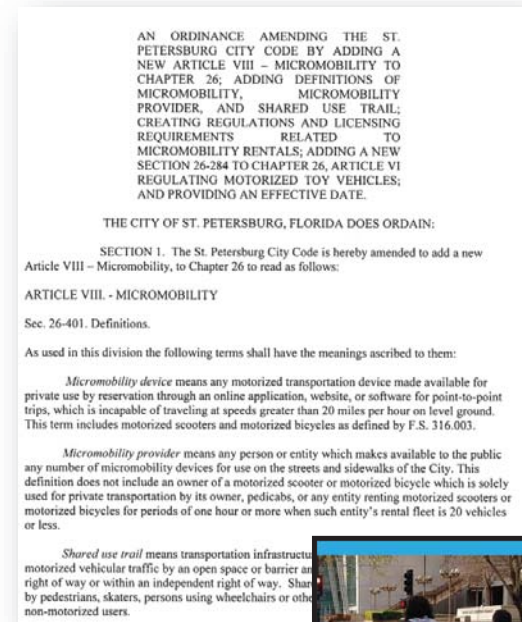
Scooter Share

August 20, 2020

City Council

Action To Date

- **March 2019** - LAIR Committee Presentation
- **June 2019** – State passes bill allowing home rule and providing definitions and guidelines for a Micromobility Device
- **July 2019** – HLU Committee Presentation
- **October 2019** – Council passes Micromobility Ordinance
- **December 2019** – RFP issued for potential operator responses
- **Spring 2020** – RFP responses evaluated; top vendors selected for negotiations
- **Summer 2020** – Negotiations & agreements finalized

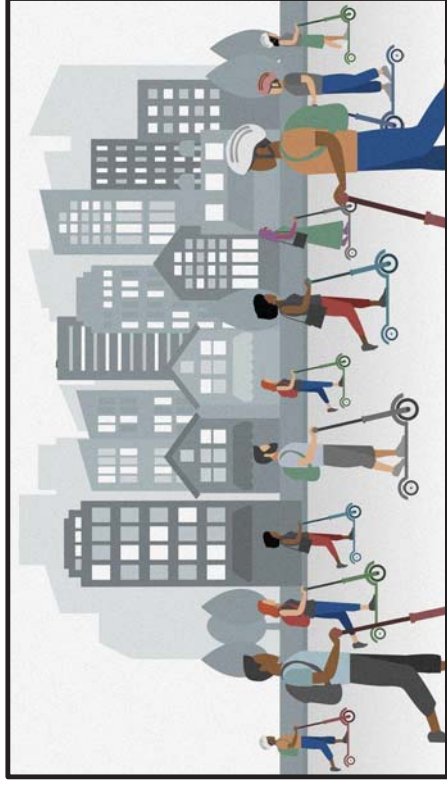


Request for Proposals

Minimum Requirements and Evaluation Criteria



- 18-month term with minimum 12-months of operations for initial Pilot
- Vehicles must be limited to 15 mph and GPS equipped
- Ability to “geofence” to enforce No Ride Areas & Parking Area corral compliance
- Age and ID scans for safety standards
- Public education and outreach required
- Operated successful programs in other areas for a minimum of one year



Evaluation Committee and Recommendation



- Representatives from various departments and organizations
- Evaluated 8 Proposals
- Recommended Multiple Operators
 - More options for consumers
 - Inclusion of a seated option to reach a broader audience
 - Selected operators had very positive references from other cities
 - More options for education & outreach to the community

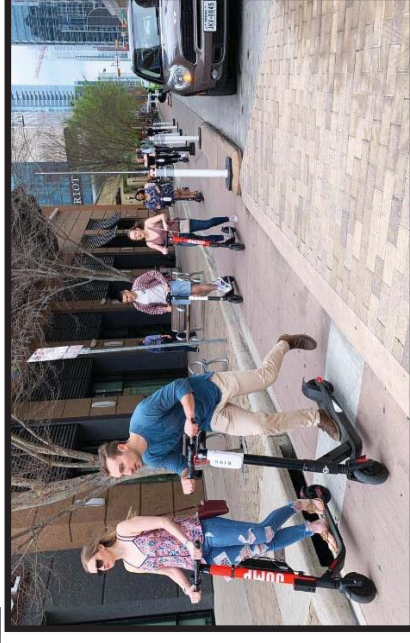


Photo credit: The Denver Post

Operator Agreements



- Razor and Veo as operators
- Seated model from Razor that also allows for stand-up operations
- Stand-up model from Veo
- Provides requirements for education events, including short quiz for all users
- Addresses procedures to help reduce the spread of COVID-19



Operators - Razor

- Been in scooter business for 20 years and is backed by parent company
- Uses hired employees with local operations manager and technicians and 24/7 person-to-person customer service
- Currently operating in 14 cities across the nation, including Orlando; St. Pete will be their second city in FL
- Utilizes scooters to swap batteries on scooters
- Anticipated user rate is \$1 to unlock/start and \$0.29/minute



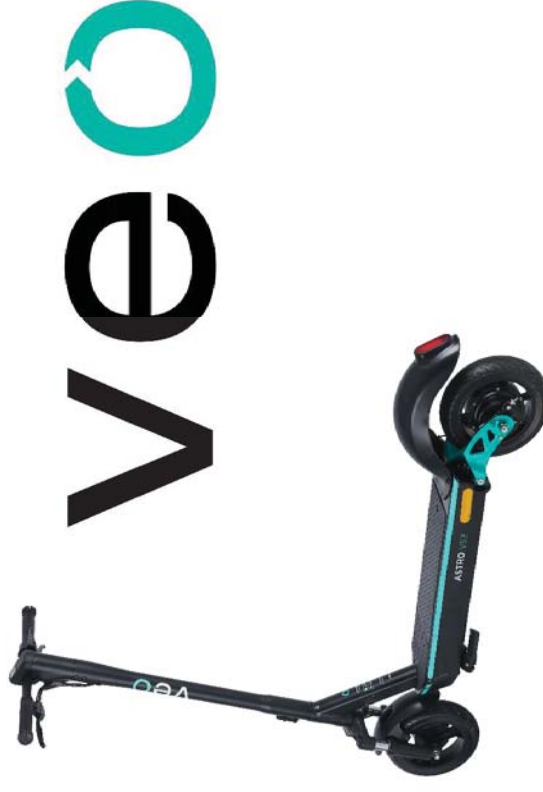
Razor EcoSmart

- Swappable Batteries
- Seated model, with option to ride standing up
- Front Basket, can hold up to 50 lbs
- Large 16" Air Tires
- Wide foot deck allows feet to be side-by-side for added balance
- Disk Brakes
- Centered Kickstand to reduce tipping with included Tipped Scooter Detection for outlier incidents



Operators - Veo

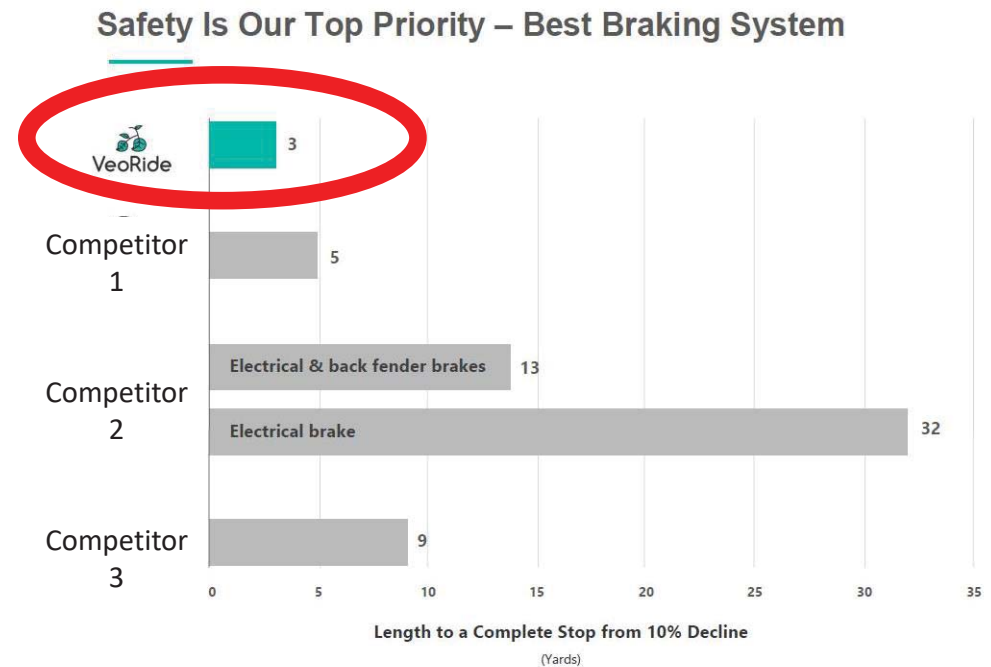
- Currently operating in 16 US cities including Tallahassee with plans to launch in 3 additional cities this fall
- Utilizes hired employees from local job seekers
- Helmet-use detection integrated within app for rider discount opportunities
- Anticipated user rate is \$1 to unlock/start and \$0.33/minute
- Will provide a stand-up model with option for seated model at City's discretion



Veo G4 Scooter

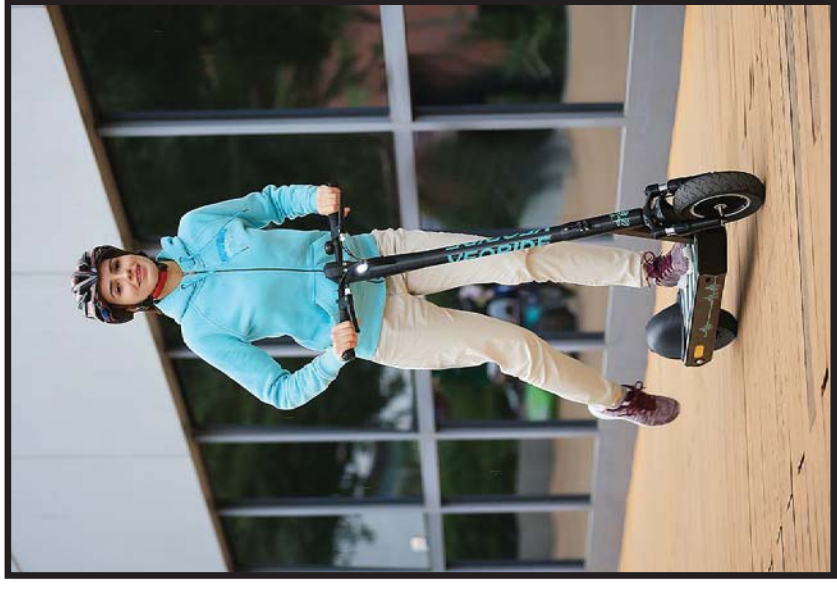


- Dual Mechanical Brakes
- Swappable Battery with 43-mile charge range
- Front AND rear suspension
- 10" Wheels with vacuum solid tires
- Under deck lighting for added visibility in low light/dark times
- Safety head and tail lights
- Short stopping distance performance in field tests



Pilot Program Overview

- City established parking corrals
- Phased Deployment
 - Initial authorization to launch up to 225 scooters each
 - Expect each company to routinely make available minimum of 80% of their authorized deployment
 - Authorizations for additional scooters will continue to be issued based on demonstrated use and ability to comply with regulations
 - Anticipate full launch would be up to 750 scooters each
- Preliminary reporting to Council after approx. 60 days
- Full report to be completed at end of Pilot Program
- Successful pilot program could lead to 3-year renewal terms for a more permanent program



City Managed Parking



City creating parking corrals that will be shared equally among operators

- Starting with approximately 100 corrals initially
- Repurposing unused space, utilizing expanded existing bike share hub areas, and converting minimal number of parking spaces and/or loading zones
- Corrals will change over time based on demand and input from public and Operators

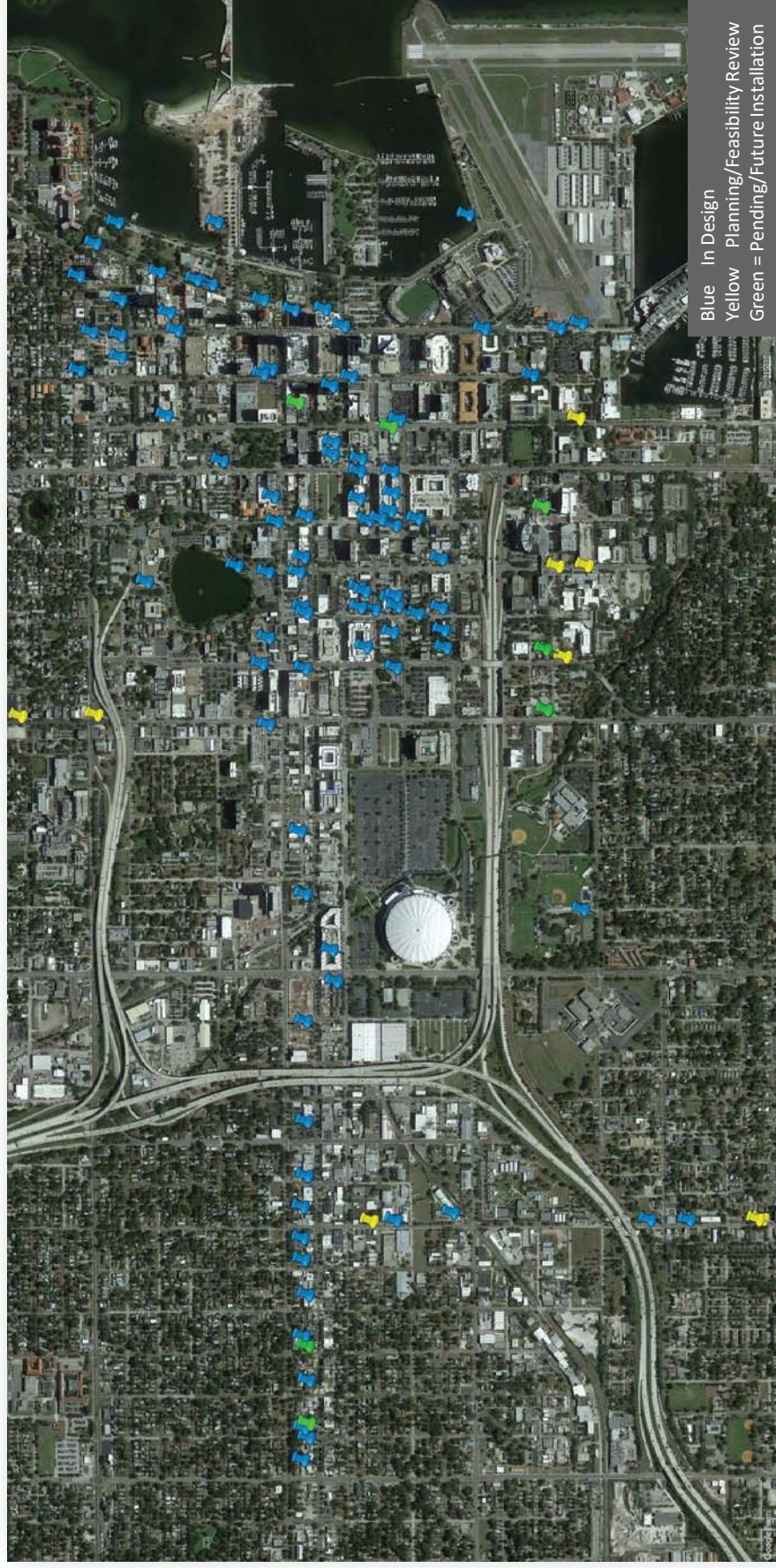


Parking Requirements:

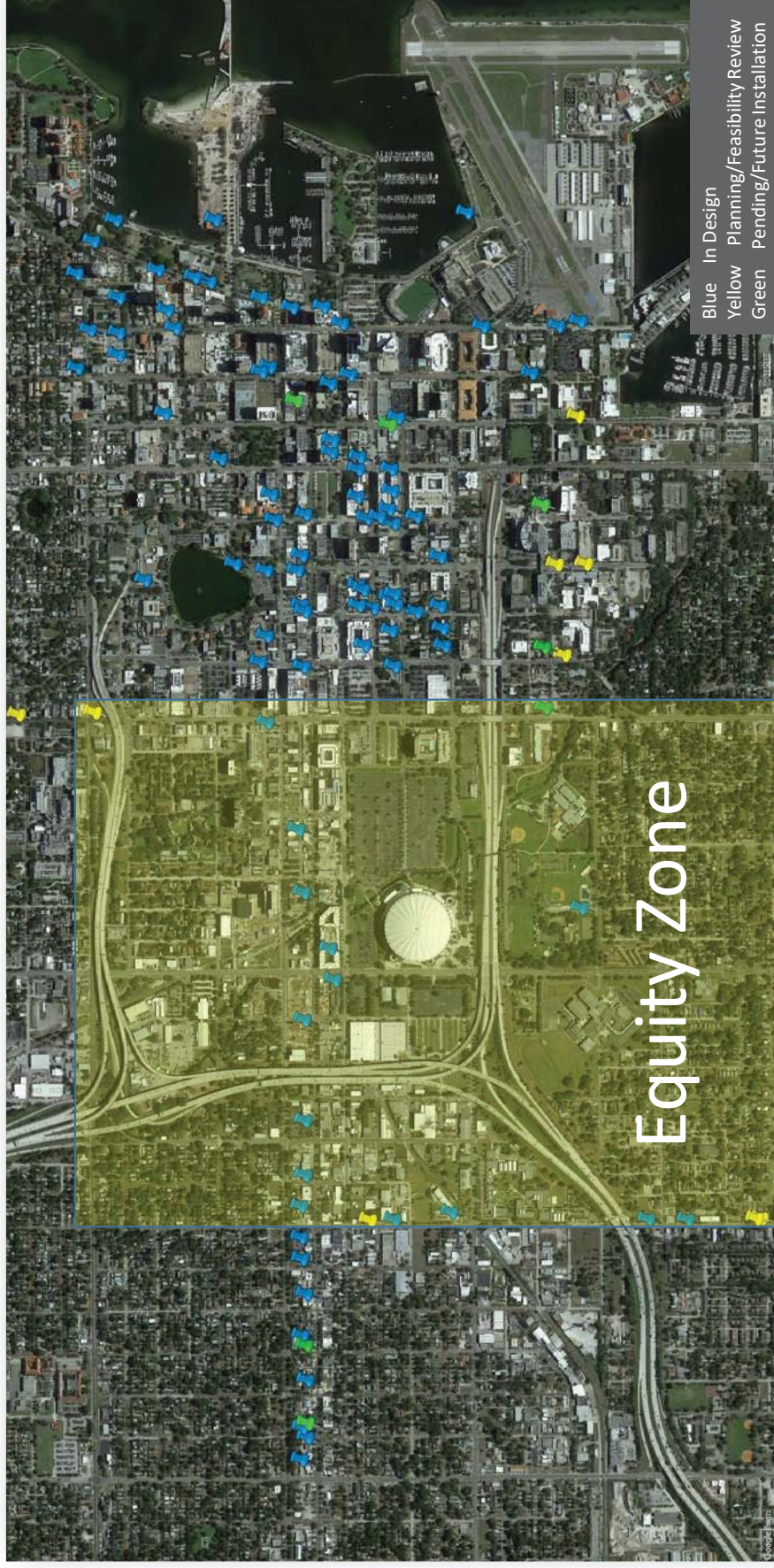
- Shared devices must always be parked upright and within designated corrals
- Issues can be reported via See Click Fix or by calling the operator with number provided on the device



City Managed Parking

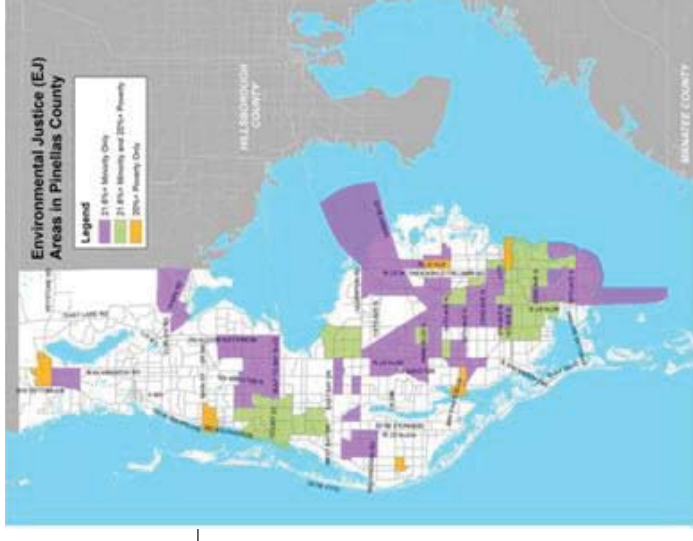


City Managed Parking



Equity Zone

- Provided as an emerging best practice in other markets to encourage more affordable transportation options
- User Discounts Provided for users qualified in federal, state, or local income-based programs
 - Razor – fees reduced by 50% - \$.50 unlock rate and \$.15/minute
 - Veo – entire unlock fee waived
- City Right of Way Use fee (\$1/scooter/day) waived for scooters deployed in this Zone for first six months of Pilot Program; can extend at City's option
- Geographic area bounded by 22nd Street; Dr. M.L. King, Jr. Street; 5th Avenue N; and 18th Avenue S
 - Median household income near or below 50% of the citywide median income
- Included in identified Environmental Justice Areas with Minority and Poverty populations that exceed the countywide average
- High percentage of no-auto households





Program Funding

No subsidy required by the City, with the exception of a one-time up-front funding allocation of \$40,000 to establish initial parking corrals

Operator Fees

- One-time fee of \$40,000 each to provide City with funding to establish parking corrals
- Right-of-way Use fee of \$1/authorized scooter/day
 - Routine maintenance costs of parking corrals
 - Cost of Pilot Program Evaluation
 - Capital funding for bicycle, pedestrian, and scooter-related improvements such as bike lanes and trails
- Fines for Nuisance Scooters
 - Assessed on improperly parked scooters to encourage operators to quickly respond to issues

University Program Study & Evaluation



Evaluation Services for 18 Month Pilot

- Based on performance metrics developed collaboratively with the City
- Includes data aggregation services by third party provider
- Full report at end of Pilot

Crash Data Tracking

- Police Department establishing specific codes to more easily identify incidents involving scooters
- Working with area hospitals and healthcare providers to create codes to track injuries requiring medical attention



Actions Requested

- Requesting approval of resolutions to approve agreements with Razor and Veo
 - If approved, anticipate deployment of scooters in late Sept or early October
- Appropriating a portion of the revenue to allow for the university-based study of the Pilot Program
 - Currently out for solicitation and estimated to be no more than \$75,000



Photo credit: Chicago Tribune

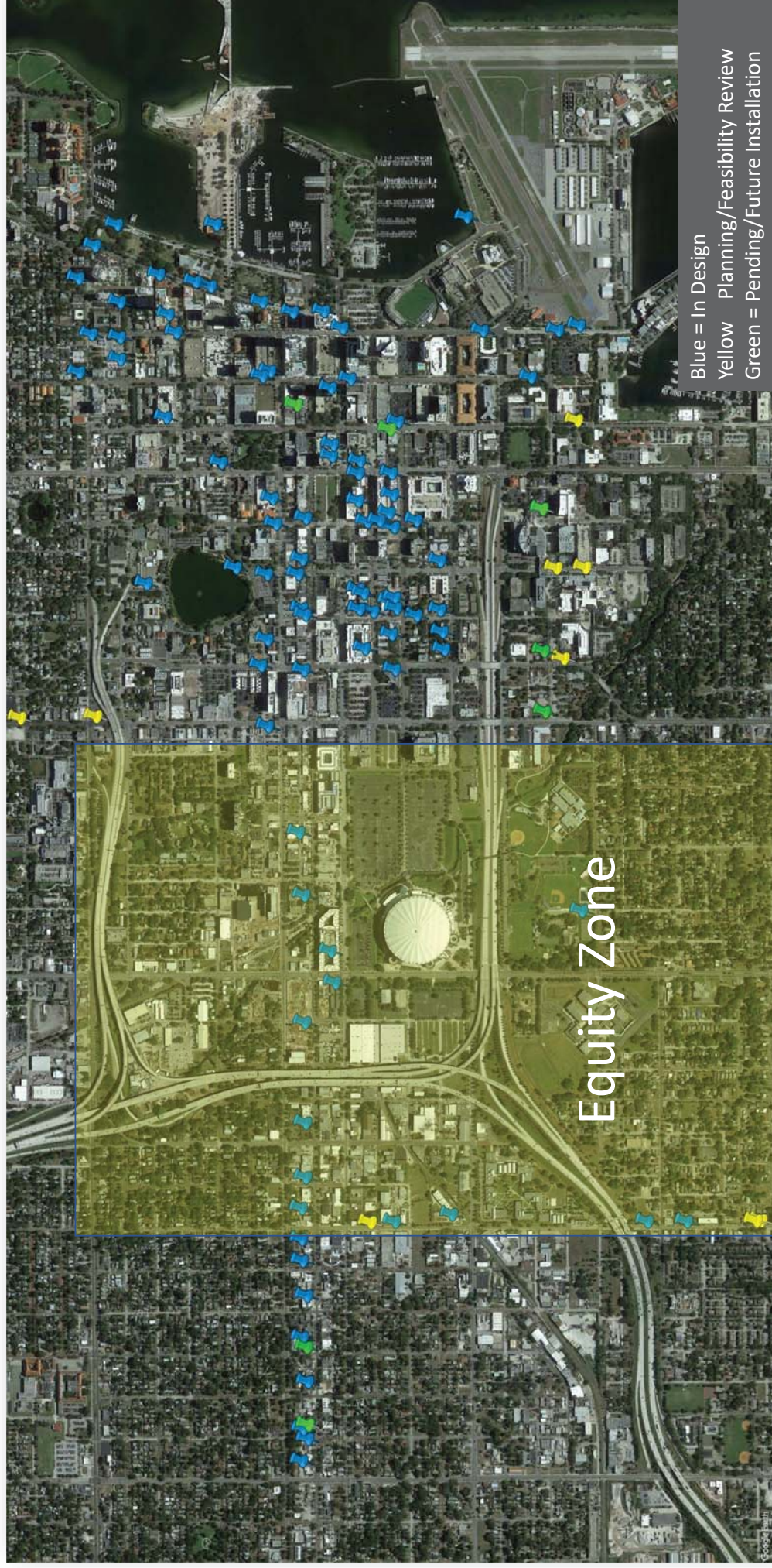


Scooter Share

August 20, 2020

City Council

Proposed Initial Scooter Share Parking Corrals and Equity Zone



Technical Evaluation 975-50 Scooter Share Program

Summary Work Statement

The City received eight proposals for RFP No. 7542 Scooter Share Program. The successful offeror(s) will provide a safe and affordable mobility option that improves quality of life for residents and visitors. Eight proposals were received from:

1. Bird Rides, Inc.
2. Boost Technologies
3. Neutron Holdings dba Lime
4. Razor USA LLC
5. Slidr LLC
6. Skinny Labs Inc. dba Spin
7. VeoRide Inc.
8. Wheels Labs Inc.

Evaluation Committee

The evaluations of the three proposals were conducted by:

Kevin King, Policy and Public Engagement Chief of Staff
Evan Mory, Transportation & Parking Management Director
Cheryl Stacks, Transportation & Parking Management Manager
Lee Allen, Citizen, Bicycle Pedestrian Advisory Committee and St. Pete Chamber Member
Ariel Duhart, Citizen, University of South Florida St. Petersburg Student and Student Government Treasurer

Technical advisors to the Committee included:

Blaise Mazzola, Risk Manager
Madison Moyer, Transportation & Parking Management Planner I

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of firm
- Firm's qualifications and technical competence
- Operations plan
- Demonstrated financial viability and stability
- Demonstrated operations readiness and proposed schedule
- Past performance on similar projects and demonstration of success implementation of scooter share

Evaluation Process

The Committee members conducted an initial independent review of each proposal solely on the strengths and weaknesses of the evaluation criteria identified in the RFP, and listed any clarifications needed. On January 21, 2020, the Committee evaluated their initial findings and recommended six Offerors to be shortlisted and invited to oral presentations. On February 7,

2020, six offerors presented to the City. Following the presentations of the six Offerors, the Committee shortlisted four Offerors for additional clarifications. On February 26, 2020, the Committee made a recommendation for award.

Offerors' Profiles

Below is a profile of each offeror and a summary of the strengths and weaknesses of each as reported after completion of the initial independent review and through discussion and presentations at Committee meetings throughout the evaluation period.

Bird Rides, Inc. is the first scooter share company started in the United States in 2017 and is headquartered in Santa Monica, California.

Strengths include: Active and profitable programs in 100 markets, eight of which are in Florida; positive references received from other Florida cities about Bird's willingness to meet their program needs; devices are evolving to meet safety demands; user friendly platform; diligently works to educate the community on the program; safe riding practices; offers discounts for riders during various times and for repeat rides.

Weaknesses include: Use of 1099 independent contractors for charging and rebalancing of the fleet; current devices have little to no suspension; devices have small wheels compared to other models; did not provide actual financials.

The proposal exceeds the City's requirements.

Boost Technologies provided an incomplete proposal.

The proposal does not meet the City requirements and was removed from further consideration following the initial independent review.

Neutron Holdings dba Lime is headquartered in San Francisco, CA and was incorporated in 2017. Operations in 120 cities in over 30 countries.

Strengths include: Currently operating successfully in Tampa; displayed knowledge of the City and community; adequate education and reward program for good riding practices; demonstrated commitment to safety with First Ride clinics.

Weaknesses include: Use of 1099 contractors; allows for multiple devices to be unlocked on one account; recently pulled out of other markets with little explanation and disclosure.

While the proposal meets the City's requirements, given the magnitude of the identified weaknesses, the proposal was removed from further consideration following presentations.

Razor USA LLC is headquartered in Cerritos, CA and was incorporated in 2000.

Strengths include: 20 years in business; no product recalls; in-house manufacturing of all products; demonstrated strong staffing and operations plans; utilizes local employment pool to staff program; offers a seated and standup model with large wheels and suspension; devices have a swappable battery and ability to alert riders of battery levels; fleet is inspected and maintained on a very frequent basis; references were overwhelmingly positive.

Weaknesses include: Relatively new to scooter share market and not currently operating in any Florida cities.

The proposal exceeds the City's requirements.

Skinny Labs Inc. dba Spin is headquartered in San Francisco, CA and was incorporated in 2016.

Strengths include: Current operations in 67 cities including Tampa; strong georeferencing capabilities and innovative method for meeting parking strategy set forth by the City; 100% direct employees; ride does not end until properly parked in parking zone; inflatable tires; wholly owned subsidiary of Ford Motor Company; comfortable with data sharing to third-parties (i.e. Populus); strong references.

Weaknesses include: No variation or new models of devices proposed; initially not willing to require tests for riders to unlock devices.

The proposal exceeds the City's requirements.

Slidr LLC provided a proposal that had major deficiencies.

The proposal does not meet the City requirements and was removed from further consideration following the initial independent review.

VeoRide Inc. is headquartered in Chicago, IL and was incorporated in 2017.

Strengths include: 100% direct employees; appears to be innovative with technology; swappable batteries seated scooter option proposed and standup option available; large tires; brake and deck lights; suspension on new model; local manager identified.

Weaknesses include: Overall size and weight of seated model was inconsistent with City's parking management strategy; less experience in other similar markets; references indicated that scooter share had not been operational for extended length of time.

The proposal meets the City's requirements and was ranked fourth among the proposals.

Wheels Labs, Inc. is headquartered in West Hollywood, CA and was incorporated in 2018.

Strengths include: Large fleets in LA, Atlanta, San Diego, and Dallas; experienced staff; swappable batteries; 100% direct employees; integrated helmet; side lighting; more accessible vehicle design.

Weaknesses include: Use of independent contractors; lack of adequate presentation materials; sustainability of helmet liners; limited education program; helmet usage not actually required nor could vendor state what percent of their customers wear the helmet in any example markets.

The proposal meets the City's requirements but was not ranked in the top four finishers.

Shortlisting, Oral Presentations, and Final Recommendation for Award

On January 21, 2020 the proposals were initially evaluated solely on the evaluation criteria

established in the RFP. Six offerors were short listed for clarifications. On February 7, 2020, four offerors were short listed and invited for oral presentations.

On February 26, 2020, the evaluation committee recommended Bird Rides, Inc., Razor USA LLC, and Skinny Labs Inc. dba Spin to enter into negotiations for a license agreement with the City to provide services for the Scooter Share Pilot Program. The companies have met or exceeded the minimum requirements of RFP No. 7542 and the offers were determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. The committee established that if negotiations with any of the three top-ranked firms did not come to fruition with acceptance of the City's license agreement that VeoRide Inc. should be sought to fulfill their place as they finished in 4th place.

In July 2020, it was determined that Spin and Bird declined to move forward based on their previously-submitted proposals and the City's base agreement. After negotiations with those firms could not be resolved, outreach was made to VeoRide who agreed with the City's license agreement requirements.

Razor USA LLC, and VeoRide, Inc. were selected for the following reasons:

- Experience operating scooter share programs in other municipalities and university settings
- Willingness to meet safety needs
- Ability to meet City-specified parking strategy
- Strong operations plan, including the opportunity for the City to include a seated scooter option through Razor USA LLC
- Willingness and ability to share data with the City and third-parties such as PSTA
- Strong communication, outreach, and education plans
- Strong references
- Acceptance of City's program requirements, terms and conditions

| | | |
|----------------------------------|--------------------------------|-----------------------------------|
| Evan Mory Committee Chair | Kevin King Committee Member | Cheryl Stacks Committee Member |
| Ariel Duhart Committee Member | Lee Allen Committee Member | |

ARTICLE VIII. - MICROMOBILITY

Sec. 26-401. - Definitions.

As used in this division the following terms shall have the meanings ascribed to them:

Micromobility device means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips, which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term includes motorized scooters and motorized bicycles as defined by F.S. § 316.003.

Micromobility provider means any person or entity which makes available to the public any number of micromobility devices for use on the streets and sidewalks of the City. This definition does not include an owner of a motorized scooter or motorized bicycle which is solely used for private transportation by its owner, pedicabs, or any entity renting motorized scooters or motorized bicycles for periods of one hour or more when such entity's rental fleet is 20 vehicles or less.

Shared use trail means transportation infrastructure that is physically separated from motorized vehicular traffic by an open space or barrier and is located either within the highway right-of-way or within an independent right-of-way. Shared use trails may be collectively used by pedestrians, skaters, persons using wheelchairs or other assistive devices, joggers, and other non-motorized users.

(Ord. No. 395-H, § 1, 10-17-2019)

Sec. 26-402. - Micromobility license required.

- (a) Any micromobility provider who wants to rent, provide at no cost, or otherwise make available to the public micromobility devices shall have a current micromobility license agreement with the City to operate its devices.
- (b) All micromobility providers shall provide proof of insurance to the POD at the following minimum limits:
 - (1) Commercial general liability insurance coverage with a limit of at least \$5,000,000.00 per occurrence and with a \$5,000,000.00 aggregate limit.
 - (2) Commercial automobile liability insurance coverage with a combined single limit of \$1,000,000.00 covering all owned, hired and non-owned vehicles.
 - (3) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000.00 each accident, \$100,000.00 per employee, and \$500,000.00 for all diseases.
- (c) All insurance policies, except Workers' Compensation, shall name the City of St. Petersburg as an additional insured. All insurance required shall be on a primary and noncontributory basis and shall waive subrogation rights of its insurance carriers in favor of the City of St. Petersburg.
- (d) Upon the cancellation or lapse of any policy of insurance as required by this section, the license issued pursuant to this section shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained.

(Ord. No. 395-H, § 1, 10-17-2019)

Sec. 26-403. - Identification.

Licensed micromobility devices shall identify upon the body or exterior portion of the device, in a manner readily identifiable to the travelling public, the name of the provider of the device and a unique

device number. A licensed micromobility device shall not be required to obtain and display a valid police department issued bicycle license plate.

(Ord. No. 395-H, § 1, 10-17-2019)

Sec. 26-404. - Operation, parking.

- (a) All motorized scooters and motorized bicycles are subject to all the rules and regulations governing bicycles in Article V, Division 1. In addition to City Code, micromobility devices are subject to any and all state law pertaining to micromobility devices, motorized scooters, or motorized bicycles, as applicable, and as may be amended.
- (b) No person under the age of 16 years old shall operate a motorized scooter within the City. It is unlawful for the parent, legal guardian or custodian of a minor child to knowingly permit the child to violate any provision of this article.
- (c) Ridership of more than one person on any motorized scooter shall be prohibited. The ridership of more than one person on any motorized bicycle shall be prohibited unless the motorized bicycle is specifically designed to carry more than one person.
- (d) All motorized scooters within the City shall be limited to a maximum speed of 15 mph.
- (e) Operation of a micromobility device or privately owned motorized scooter or motorized bicycle upon a public sidewalk or walkway is prohibited except for the purposes of parking the device in an acceptable location. Micromobility devices and motorized scooters shall only operate within bike lanes, if available, or upon streets with a posted speed limit of 30 mph or less.
- (f) Micromobility devices and privately owned motorized scooters may be allowed upon shared use trails with the following restrictions:
 - (1) Use on the Pinellas Trail shall be prohibited west of 34th Street unless specifically allowed by Pinellas County.
 - (2) All waterfront trail use is prohibited on the North Bay Trail from Demen's Landing to Coffee Pot Park.
 - (3) In the municipal pier district, micromobility devices and privately owned scooters shall be limited to the vehicular roadway only.
- (g) A micromobility provider shall only place or stage, or allow to be placed or staged, micromobility devices in an upright position within or upon designated micromobility parking stations. All users of micromobility devices shall return the device to a designated parking station at the end of each trip.
- (h) Motorized scooters and motorized bicycles, regardless of ownership, shall not be parked in a manner that obstructs any ingress or egress from any building or parking area, or in a manner that prevents any sidewalk or walkway from maintaining at least five feet of walkway clearance.

(Ord. No. 395-H, § 1, 10-17-2019)

Sec. 26-405. - Penalties.

Any person or entity who violates or fails to comply with any provision of this division, including, but not limited to, any person or entity which rents, or otherwise provides or makes available micromobility devices to the public for use upon the streets and sidewalks of the City without a valid, micromobility license shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7. Any devices found upon the public right-of-way belonging to an unlicensed micromobility provider shall be subject to impoundment 36 hours after written notice has been provided to the unlicensed provider to remove all devices. All seized devices shall be stored at the location provided upon the notice and shall be stored for a period of 30 days, after which the devices may be disposed of by the City.

(Ord. No. 395-H, § 1, 10-17-2019)