

This Agreement is entered into this ___ day of _____ 2018, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, (“City”) and _____, (“Vendor”).

WHEREAS, the City intends to implement a pilot program to allow companies offering motorized foot scooter sharing programs to operate in Saint Paul’s public right of way under certain terms and conditions which will protect and manage City property while assessing the scooters for transportation and recreational value; and

WHEREAS, Vendor is a company which provides scooters and wishes to utilize public right of way as part of its business model for the parking of its scooters;

Now, therefore, based upon the promises and conditions stated herein, parties agree as follows:

SECTION 1: Definitions

“**Boulevard/Furnishing Zone**” means the area of the sidewalk between the Curb Zone and the Pedestrian Zone as defined in the Saint Paul Street Design Manual (2016) (<https://www.stpaul.gov/departments/planning-economic-development/planning/current-activities/complete-streets-plan>)

“**Motorized foot scooter**” means a device with handlebars designed to be stood or sat upon by the operator, and powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion, and that has no more than two 12-inch or smaller diameter wheels and has an engine or motor that is capable of a maximum speed of 15 miles per hour on a flat surface with not more than one percent grade in any direction when the motor is engage

“**Other City property**” means property which is owned by the City of Saint Paul but is not considered public right of way, including but not limited to city and regional parks and green space surrounding city owned buildings.

“**Outwalk**” means the sidewalk that runs perpendicular to the street across a boulevard to the main sidewalk.

“**Service Zone**” means the City of Saint Paul municipal boundaries.

SECTION 2: Grant of License: City grants Vendor a non-exclusive license to use the portions of the public right of way within the Service Zone for parking of up to 150 electric motorized foot scooters on the terms and conditions contained in this Agreement. The Director of Public Works may increase the allowable number of scooters based upon her determination that an increase is warranted based on usage rates and compliance with this agreement.

SECTION 3: Term of Agreement. This Agreement will be effective upon execution and continue in effect until November 30, 2018, unless earlier terminated pursuant to § 13.

SECTION 4: Fees and Reimbursement.

- A. Vendor will pay the City \$1.00 per day per scooter which the Vendor operates from or parks in the public right of way. Vendor must pay the City by the 10th day of each month for the operation of scooters for the previous month (i.e. August 1-31, 2018 to be paid on or before September 20, 2018). Each payment must be accompanied by a report for the number of scooters which were operated from the public right of way, the details on how many times each scooter was used, the routes, and the trip lengths.
- B. Vendor will be responsible for reimbursing the City for the costs of City staff time spent relocating or removing scooters from any location where scooter parking is prohibited under this Agreement. Before relocating those scooters the City will first notify the vendor of the issue and request that the vendor relocate the scooter to an allowed location. Vendor will have 2 hours to relocate scooters if notified between 6am to 8pm on weekdays, not including holidays, and ten hours at all other times.
- C. Fees for staff time are:
 - i. \$35 per scooter per move from unauthorized location
 - ii. \$20 per day per scooter for storage at Dale Street facility. A partial day counts as one day.
- D. Nothing herein prevents the City from moving the scooters from a location for any reason without notifying Vendor if the scooter is moved from one location on the sidewalk to an adjacent

SECTION 5: Equipment Specifications, Maintenance and Security.

- A. Scooters must meet the requirements for lighting equipments set forth in Minn. Stat. §169.225, subd. 5. must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector.
- B. Each scooter must have a unique identifier, such a number, visible to the user of the scooter.
- C. All scooters must include on-board GPS chip to ensure vendor's ability to locate and retrieve bikes at any time as needed.
- D. Each scooter must be maintained in a safe and operable condition. Any inoperable or unsafe scooter must be immediately made unavailable for use, and removed from the fleet until repaired or replaced with a safe and operable scooter.
- E. Vendor must provide customers with a 24- hour customer service phone number and electronic communication method for reporting safety or maintenance issues with scooters, or to ask questions or register complaints.
- F. Vendor is responsible for informing customers of the rules for eligible scooter parking,
- G. Vendor must provide customers with information on the applicable laws for operation of an e-scooter in the City of Saint Paul and as required in Minn. Stat. §169.225 and require that they comply with those laws.
- H. Vendor is solely responsible for any lost or stolen scooters, and for damage or vandalism by third parties, and waives all claims against the City for any such loss or

damage.

- I. Vendor shall relocate scooters within the time frame specified in Section 4B upon receiving a request from the city to do so, even if the scooters are otherwise properly parked per the requirements of this agreement.

SECTION 6: Vendor Responsibilities.

- A. Vendor must ensure that e-scooters are parked in the boulevard zone of the public right of way,
- B. Vendor must not use the following restricted areas:
 - i. Blocks where the boulevard/furnishing zone is less than 3 feet wide, or where there is no boulevard/furnishing zone.
 - ii. Any scooter parked adjacent to a sidewalk must maintain a clear 5' pedestrian walkway on public right-of-way.
 - iii. The City reserves the right to determine certain block faces or locations where scooter share parking is prohibited.
 - iv. Scooters must not be parked in the boulevard/furnishing zone in a manner that is adjacent to, within, or blocking:
 - a. Pedestrian curb ramps;
 - b. Fire Hydrants;
 - c. Parklets;
 - d. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - e. Signed loading zones;
 - f. Disability parking areas;
 - g. Street furniture that requires pedestrian access (for example - benches, parking pay stations, trash bins, bus shelters, transit information signs, permitted sidewalk patios, etc.);
 - h. Entryways;
 - i. Outwalks;
 - j. Driveways;
 - k. Slopes sufficiently steep that scooters cannot stay upright; and
 - l. Bike racks.
- C. Scooters must be upright when parked.
- D. Vendor must provide a monthly report to the City with the following information:
 1. Number of rides for the previous month.
 2. Number of scooters in service.
 3. Number of scooters out of service (damaged or otherwise).
 4. Safety reports on any crashes involving operators' scooters.
 5. Aggregated repair information on operators' scooters by type of repair.
 6. Any instances of illegal/unauthorized parking and corrective action taken by the vendor,

- including response time.
 - 7. Data regarding rebalancing efforts.
 - 8. Scooter distribution and GPS-based natural movement in heat map format.
 - 9. Summary of customer comments/complaints and resolution.
 - 10. Summary of theft/vandalism and resolution.
 - 11. Aggregated system usage: total unique users, total miles ridden, total number of rentals, average rental duration.
- E. Vendor shall not engage in any anti-competitive practices related to other vendors operating in Saint Paul.
- F. Vendor will work with the City to develop and implement a short survey of users to assist the City in evaluating the long-term use of scooters within the City's transportation and recreation plans.

SECTION 7: Insurance.

Vendor must have insurance of the kind and in the amounts shown below for the duration of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds for General Liability.

A. General or Business Liability Insurance

- \$1,500,000** per occurrence
- \$2,000,000 aggregate per project
- \$2,000,000 products/completed operations total limit
- \$1,500,000** personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

B. Workers Compensation and Employer's Liability

- i. Worker's Compensation per Minnesota Statute
- ii Employer's Liability shall have minimum limits of
 - \$500,000 per accident;
 - \$500,000 per employee
 - \$500,000 per disease policy limit.
- iii. Consultants with 10 or few employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

C. General Insurance Requirements

- i. The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy includes errors omissions coverage.

SECTION 8: Books and Records. Pursuant to Minn. Stat. §16C.05, subdivision 5, City has the right to inspect all books and records pertaining to Manager's operation of the Managed Grounds, and Manager has the obligation to maintain such books and records for a minimum of six years and to produce such books and records within 10 days of City's written request.

SECTION 9: Compliance with Applicable Law. Vendor must comply with all federal, state, and local laws, and all applicable rules, regulations, and standards established by any agency of such governmental units, insofar as they related to the Vendor's performance of the provisions of this Agreement.

SECTION 10: Non-Discrimination. Vendor shall not discriminate in the hiring of any person to perform services under this Agreement based upon race, sex, color; creed, religion, sexual or affectional orientation, age, disability, familial status, marital status, status with respect to public assistance, national origin or ancestry nor will any such discrimination be practiced in the access to the services provided hereunder.

SECTION 11: Hold Harmless. The Vendor shall defend and indemnify the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from any act or omission by any person employed by Consultant in carrying out the terms of this Agreement and by claims brought by third parties based upon the operation,

SECTION 12. Conflict of Interest.

Vendors' acceptance of this agreement indicates compliance with Saint Paul Administrative Code § 24.03: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." Vendor affirms that to the best of the Vendor's knowledge this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract.

SECTION 13. Termination. The City reserves the right to terminate this Agreement at any time with or without cause. City will give Vendor written notice of the termination delivered electronically or by U.S. Mail, with proof of delivery, addressed to the Contract Administrator at the address listed in Section 14 below. Vendor will have fifteen days to remove all scooters from public right of way.

SECTION 14: Amendment or Changes to Agreement. Any changes or amendments to the provisions of this Agreement will be valid only when reduced to writing and duly signed by the parties.

SECTION 15: Force Majeure. Vendor will not be liable for any failure to perform under this Agreement caused by severe weather, civil or military emergencies, or acts of legislative or judicial bodies.

SECTION 16: Contract Administration: The following individuals are designated as the Contract Administrators, to whom all communications regarding this Agreement should be addressed:

CITY OF SAINT PAUL

VENDOR

Name

Name

Address

Address

Phone

Phone

Email

email

SECTION 17: Assignment. This Agreement may not be assigned or transferred without the written consent of the City and any attempt to do so will be void.

SECTION 18. Entire Agreement. It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City:

For the Vendor:

Mayor

By _____

Director of Public Works

Assistant City Attorney