

King County Scooter Share Pilot Program Contract

An applicant for a Limited-Use Permit (Permit) must complete and submit a Scooter Share Pilot Program (Pilot Program) Limited-Use Permit Application to King County (the County) to be eligible to participate in the Pilot Program.

Signing this contract does not guarantee an applicant will be issued a Permit. This contract is not binding until signed by both the applicant and the County.

An applicant authorized to participate in the Pilot Program (Permittee) shall comply with the following terms and conditions for the duration of the Pilot Program:

General Requirements

This contract is part of the Pilot Program authorized by King County Ordinances 18989 and 19137. All Shared Scooters (Scooters) must be operated, used, and parked consistent with this contract and Ordinances 18989 and 19137.

The County reserves the right to change or modify any of the Permit requirements. The County will change and/or modify Permit requirements as necessary to comply with changes to state or federal law, to accommodate community and stakeholder input, and to improve the Pilot Program as determined by the County.

The County may choose to eliminate Scooter sharing at the end of the Pilot Program. Permittee is not authorized to operate beyond the end date for the Pilot Program.

By signing this Contract, Permittee understands and agrees to comply with all rules and regulations of the County's Pilot Program as they exist or may be modified during the term of the Pilot Program.

Exhibits attached hereto and incorporated by reference:

1. Definitions, which apply to this Contract, all Exhibits to this Contract, the Limited-Use Permit Application Form, the Limited-Use Permit Application, and any Limited-Use Permit issued by the County
2. King County Ordinances 18989 and 19137
3. Pilot Area Map
4. Insurance Requirements
5. Indemnity Agreement
6. Surety Bond Form (only to be completed if Permittee is selected for a Permit)

A. Public Safety, Education & Access

A1. Electric Scooter Standards: Scooters used in this Pilot Program shall meet the definition of a "motorized foot Scooter" in RCW 46.04, as that definition exists now or may be modified by the state, and as defined by King County Ordinances 18989 and 19137 Section 1.D., as that definition exists now or may be modified by the County. Should the definition of a "motorized foot Scooter" change, only those Scooters in compliance with the new definition shall be allowed to operate within the Pilot Area. Scooters in the Pilot Program may only be powered by an electric motor.

When traveling on roads and bike lanes approved for Scooter use, the Scooter shall cease to provide motorized assistance when the Scooter approaches or reaches the maximum speed limit of 15 miles per hour, per state law (RCW 46.20.500(5)). Scooters shall not exceed 15 miles per hour. Except where otherwise indicated, Scooters shall not be operated on sidewalks.

A2. Lighting: All Scooters shall meet the requirements for bicycle lights during hours of darkness in RCW 46.61.780. Scooters must also be equipped with reflectors and lamps/lights of a type approved by the Washington State Patrol

A3. Appearance: Each Permittee is required to have a uniform visual identification for the Permittee's fleet of Scooters by using similar color, name and logo.

A4. Advertising: There shall be no advertising on the Scooter itself beyond the identification of the Permittee.

A5. Scooter Information: All Scooters used under this Permit shall have the following visible to a User of a Scooter at all times, and any additional information as may be required to be displayed per state law:

1. A unique alphanumeric identifier, and Permittee's name and contact information, in a size and format that is easily visible and unobscured from a distance of at least 5 feet;
2. Notification that the User shall wear a helmet; and
3. Notification that the User shall yield to pedestrians.

A6. Mobile App and Web Application: The Permittee's app and web application must include the following minimum requirements:

1. **User Education:** All Permittees shall have conspicuous notices on the Permittee's mobile application that notify Users of the following "User Code of Conduct and Safety Criteria" before they are allowed to begin riding:

It is the Users' responsibility to:

- a. Wear an appropriate bike helmet as required by law.
- b. Follow all applicable traffic laws, including not riding on sidewalks, in bus lanes, or streets with a speed limit greater than 25mph.
- c. Acknowledge and affirm the User is at least 18 years of age, or age 16-17 with the consent of a parent or guardian.
- d. Yield to pedestrians.
- e. Follow all applicable trail rules.
- f. Know and follow rules for how to properly park and store the Scooter during and after rides consistent with Section C, and including the graphic in Section C.
- g. Report collisions to local law enforcement and to the Permittee.
- h. Report maintenance issues through the mobile application or by Permittee's phone number on the Scooter.

2. Photo verification: Requiring photo verification to promote responsible User behavior, including but not limited to the requirement that Users wear a helmet and the requirement that Users park Scooters in an acceptable parking location.

3. Location precision and geo-fencing:

- a. In-app tools to assist Users in finding acceptable Scooter parking locations and identifying areas where parking is prohibited;
- b. Geo-fencing must be displayed so Users are notified of boundaries of the Pilot Area;
- c. Notification to Users if they are entering an area where Scooters are not allowed;
- d. Notification to Users if they are attempting to end a trip in a no-parking zone;
- e. A way to prevent Users from ending a trip in a no-parking zone; and
- f. A way to enforce reduced speed areas and area where Scooters are not allowed through deceleration and stopping of the Scooter.

A7. Documenting User Compliance: Prior to a User riding or renting a Scooter, Permittee shall require all Users to capture a photograph demonstrating that the User is wearing a helmet as required by law. Upon completion of each ride and before terminating the User's Rental Session, Permittee shall require all Users to capture a photograph of the Scooter showing the Scooter parked in an allowable location. Permittee shall document compliance with each requirement of this subsection. This requirement does not apply if the Scooter is rented in a manner other than through Permittee's mobile app.

A8. Education and Operational Responsibility: Permittee agrees that the County is not responsible for educating Users regarding helmet requirements and other laws. Neither is the County responsible for educating Users on how to ride or operate a Scooter. It is Permittee's exclusive obligation to comply with all local, state, and federal laws pertaining to the operation of their Scooters and to take all necessary steps to ensure their Users comply with applicable local, state, and federal law. Permittee agrees to educate Users regarding laws applicable to riding and operating a Scooter in the Pilot Area and surrounding jurisdictions, if allowed by such jurisdictions, how to properly park and store a Scooter during and after a ride, and to instruct Users to comply with applicable laws.

A9. Non-Smartphone and Unbanked Rentals: The Permittee shall establish at least one method by which a User who has no smartphone, bank account, or credit card can rent a Scooter.

A10. County Access to Permittee's Mobile Application: Permittee shall provide the County with two free, standard User accounts throughout the Pilot Program so the County can view what a customer views and for the County to determine Permittee's compliance with this contract.

A11. Good Working Order: Permittee shall maintain each Deployed Scooter in a good working order, meaning that each Scooter has all components and they are functioning properly. See B4 of this contract regarding any Scooter that is not in good working order.

A12. Multiple Languages: Permittee shall make its software application program available to Users in multiple languages, including, but not limited to, English and Spanish, and shall make information available to Users on its software application program regarding applicable law and

User Code of Conduct and Safety Criteria identified in A.6 of this contract. The Permittee shall incorporate additional languages in its software application program, as determined by the County after obtaining stakeholder input, to comply with this Permit.

A13. Geo-fencing: Geo-fencing may be used to enforce rules and improve safety. The Permittee shall coordinate with the County to establish, at the County's direction and in the County's discretion, boundaries for Pilot Area borders, speed limit areas set below 15 MPH, and any other time-based or location-based restrictions. The County may require Permittee to adjust its use of geo-fencing throughout the Pilot Program.

A14. Engagement with Transit Agencies: Permittee shall work with transit agencies, including but not limited to King County Metro, to develop and implement strategies and/or programs to support first/last mile transfers and transit users who may use the Permittee's Scooters. Permittee shall work with these transit agencies to limit transit service disruptions that may arise from Scooter use.

A15. Scooter Deployment: Scooters may only be Deployed in the Pilot Area. Unless notified otherwise in writing by the County, Scooters may only be both parked upon and rented upon unincorporated King County public Right-of-Way consistent with this Contract. Scooters Deployed in the Pilot Area that are left, parked, or abandoned on private property without authorization or outside of the Pilot Area shall be removed consistent with Section E.

A16. COVID-19: Permittee shall comply with relevant guidelines issued by the Center for Disease Control and state and local public health authorities relating to reducing risk from COVID-19. Permittee shall also comply with its COVID-19 Safety Plan submitted with its Application.

B. Communication and Response

B1. Public Contact: Permittees shall provide a phone number and a way to contact Permittee through Permittee's app for Users and members of the public to easily report parking, safety, and maintenance issues, or ask questions. The person reporting or asking a question shall receive an immediate acknowledgment that the communication was received and a specific response within one hour if reported between 6:00 a.m. and 9:00 p.m., otherwise by 7:00 a.m. the following day.

B2. County Contact: The County shall have direct contact information (phone and email) to a local employee of the Permittee from 6:00 a.m. - 9:00 p.m. and the County shall receive a response from the employee within one hour. When the employee is unavailable, the County shall have direct contact information (phone and email) for another local employee and the County shall receive a response within one hour. For all other hours, the County shall have a way to leave a message and shall receive a call or email back from a local employee by 7:00 a.m. the following day.

For all purposes under this Contract, notice is deemed to be received by the Permittee at the time the County sends an email to an email address provided by the Permittee or at the time the County calls a phone number provided by the Permittee, regardless of whether the County speaks to a Permittee employee or leaves a voicemail.

B3. Parking Response Time: Any Scooter that is parked incorrectly, as defined in section C, shall be re-parked properly or removed by the Permittee in accordance with the following

times:

- Within two hours of when notice is received by the Permittee, if notice is received between 6:00 a.m. and 9:00 p.m., otherwise by 7:00 a.m. the following day.
- Scooters that are a safety hazard shall be moved by the Permittee within 1-hour of when notice is received by the Permittee.

The Permittee shall provide the County with a key and/or code to unlock any Scooter so the County can remove and/or relocate any Scooter. A Scooter that is parked incorrectly and that is not removed by the applicable time period above may be relocated or impounded by the County at Permittee's expense.

King County reserves the right to immediately remove any Scooter that is a safety hazard.

B4. Damaged Condition: Any inoperable, damaged, disabled, vandalized or unsafe Scooter shall be locked and not available for any User. It shall be removed from public access by the Permittee in accordance with the time prescribed below and shall be repaired before it is Deployed:

- Within four hours of when notice is received by the Permittee, if notice is received between 6:00 a.m. and 7:00 p.m. and the Scooter is locked, otherwise by 6:00 a.m. the following day.
- A Scooter that is unlocked or potentially unlocked and is a safety hazard if used shall be removed by the Permittee as soon as possible. Such a Scooter may be impounded by the County at Permittee's expense.

B5. Advertising and Public Education: Permittee shall conduct public education and outreach activities throughout the Pilot Program to promote proper Scooter User behavior including, but not limited, to how to operate and park Scooters safely. Public education and outreach activities shall include local Pilot Area activities and shall include local community-based organizations. Activities may include workshops, information sessions, and promotional events. The frequency of such activities shall not be less than the frequency indicated in the Permittee's Shared Scooter Pilot Application. For the duration of the Pilot Program, Permittee shall also communicate the availability of and access to Permittee's Scooter fleet to persons who do not have access to a smartphone, to persons who are unbanked, and to persons who have a household income of less than two hundred percent of the federal poverty level.

C. Parking

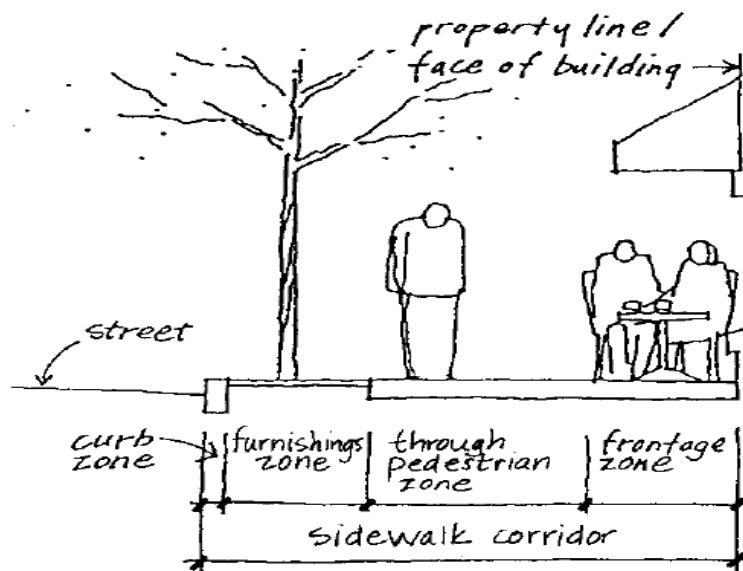
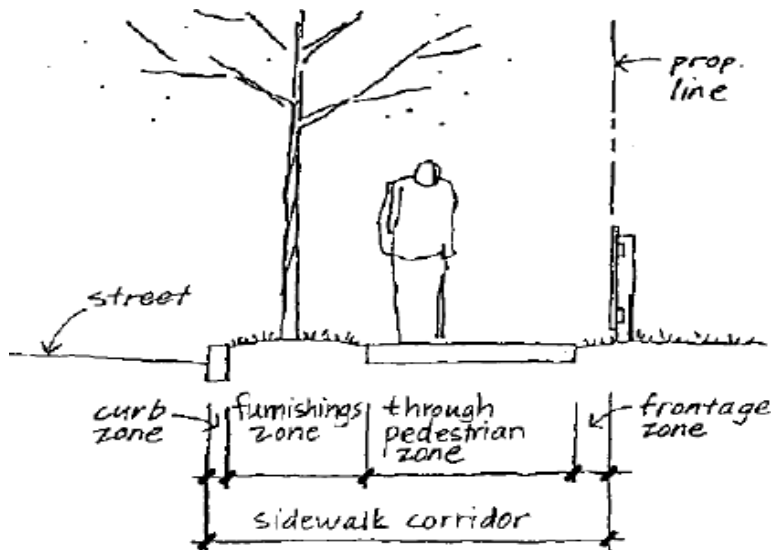
C1. Where to Park: After each ride, Permittee shall require all Users to capture a photo of the Scooter that shows where the Scooter is parked. Permittee shall confirm the Scooter is parked in a manner consistent with this Permit, shall document compliance with this requirement and shall report compliance with this requirement to the County.

The Permittee will notify Users of and incentivize allowable parking. Permittee shall assist Users in identifying allowable parking areas by indicating allowable areas within Permittee's app or Scooter User interface when Users near the end of a ride. If a User ends a ride in an area where Scooter parking is not allowed, Permittee shall warn the User of the no parking area and indicate nearby allowable parking locations through the app or Scooter User

interface.

Scooters may be parked in any of the following Pilot Area locations:

1. at a bike rack,
2. in the furniture zone (labeled the “furnishing zone” in the graphics below)
3. in zones specifically marked for Scooter parking and/or bike parking by marks on the ground and/or by information in the app, or
4. in areas designated as Scooter parking areas by the County under C5.
5. at least fifteen feet from the edge of the roadway in areas without a sidewalk, or as far as practicable.



C2. Where NOT to Park: Scooters shall not be parked outside of the Pilot Area or in any of the following locations within the Pilot Area:

1. in or partially in a vehicle lane, bicycle travel lane, trail, or in a marked on-street vehicle parking space,
2. within the pedestrian clear zone of a sidewalk, which is generally 5 feet.
3. in a manner blocking Americans with Disability Act (ADA) access such as an ADA parking space, ramp, ADA clear path, pedestrian signal button, or any other ADA facilities,
4. in a manner blocking use of fire hydrants or fire protection systems, benches, parking pay stations, bus stops and bus shelters, transit information signs, crosswalks, doorways, entryways, or driveways,
5. in sidewalk café seating areas,
6. at King County Metro-owned or Sound Transit-owned facilities, unless allowed by agreement with King County Metro or Sound Transit,
7. in areas designated by the County as Scooter no-parking areas under C5
8. on any private property unless the property owner has granted the Permittee permission to locate Scooters upon their private property.

C3. How to Park: Scooters are to be parked upright and in a stable manner on paved or other hard surfaces where they will not fall over. Scooters must be parked so if they were to fall, they would not fall into the pedestrian walk zone, a traffic lane, or into private property such as a vehicle or other structure, or so as to cause damage or inaccessibility or cause a safety hazard.

C4. Non-Right-of-Way Parking: This Permit is only valid for operations within the Pilot Area Right-of-Way and applies to all Scooters that may enter the Pilot Area Right-of-Way. Scooters may not operate on other land within the Pilot Area; for example, locations within parks, publicly accessible plazas, off-street parking lots/garages, park & ride lots, or campuses. Use of non-Right-of-Way land for Scooters shall require appropriate approval from the appropriate department, agency, or property owner and shall be communicated to Users through signage approved by the property owner and/or through Permittee's mobile and web application. Any scooter not properly parked on the Right-of-Way, and that is not authorized to park in the location where it is parked, shall be removed by the Permittee.

Scooters authorized for use by another public agency may circulate freely in and out of the Pilot Area Right-of-Way. However, only Scooters authorized for use in the County's Pilot Program may be parked (without an active rental in place) in the Pilot Area Right-of-Way.

C5. Creating Parking/No-Parking Areas: The County retains the right to designate, at any time, geo-fenced areas where Scooters shall be parked and/or shall not be parked and to mark Scooter parking areas. The County may require Permittee to reimburse the County for time and materials in rough proportionality to the cost of marking and creating parking or no-parking areas, and in rough proportionality to the cost impact of Permittee's Scooter fleet to the Pilot Area Right-of-Way.

C6. Parking Duration: Any Scooter that is parked in one location for more than three consecutive days without being rented by a User is to be removed or moved to a location of high use in the Pilot Area. If the Permittee does not move the Scooter within the required timeframe then the County may impound the Scooter at the Permittee's expense.

D. Scooter Quantities

D1. Maximum Quantity: An initial number of Scooters to be Deployed shall be set by the County upon issuance of a Permit. The initial number of Scooters to be Deployed shall be indicated on the Permit.

Permittee may ask the County for permission to deploy additional Scooters. A request to deploy additional Scooters shall include data demonstrating why additional Scooters are appropriate. Permittee may not deploy additional Scooters unless the County has approved, in writing, Permittee's request.

In deciding whether to approve a request to deploy additional Scooters, the County may consider any relevant factors, including but not limited to: the average daily number of rides per Deployed Scooter, Permittee's compliance with any and all requirements and conditions of the Pilot Program and Permit, and input from residents of the Pilot Area.

D2. Seasonal Reduction: From November 1 to December 1, the County may require a seasonally adjusted maximum Scooter deployment to accommodate changes in demand and to avoid over-supply and the potential for clutter when not in use.

D3. Subarea Zones: The County reserves the right to designate subarea zones within the Pilot Area that shall have minimum and maximum quantities of Deployed Scooters. Permittee must adhere to any subarea zone requirements by Rebalancing as described in section E. The County will provide Permittee a minimum 7-days' notice prior to requiring compliance with any subarea zones.

E. Scooter Rebalancing

E1. Purpose: All Permittees shall rebalance Scooters, removing and moving Scooters as necessary to minimize clutter, maximize use and availability, meet parking duration requirements and to avoid access to Deployed Scooters in adjacent jurisdictions outside of the Pilot Area, or as may be required by the County and in the County's sole discretion.

E2. Automatic Triggers: The County may create Rebalancing triggers, including but not limited to minimum and maximum Scooter quantities, throughout the Pilot Area and/or in designated areas within the Pilot Area such as transit hubs and community centers.

E3. Time of Response: Upon request by the County, Rebalancing shall occur and be completed within 12 hours.

E4. Use of automated driving technology: Subject to County approval, Permittee may reposition Scooters using automated driving technology as authorized by RCW 46.75, including software and hardware enabling the operation of the device, with the support and supervision of a remote personal delivery device operator. Prior to using automated driving technology for the Pilot Program, Permittee shall seek County approval of such technology and shall provide a demonstration of the automated driving technology as adapted for and installed on Permittee's Scooters.

F. Performance Measures

F1. Monitoring: Permittee shall make anonymized real-time data available to the County and/or at the County's discretion a County approved third party transportation data analysis platform, for purposes of aggregating this data, evaluating or enforcing the requirements in this permit. Permittee shall provide the County with real-time and historical information for the entire duration of the Pilot Program. This information shall include, at a minimum, date and time (by hour) of each Scooter in Permittee's fleet within Pilot Area boundaries for the County to monitor the success of the Pilot Program and compliance with the Permit.

Data provided to the County shall not include any unique User identification numbers. At least once, Permittee shall disclose to each User the types of data it collects and what it reports to others.

Any and all data and records provided to the County relating to the Pilot Program shall be subject to the Public Records Act, chapter 42.56 RCW.

The County, or a third party on behalf of the County, may (1) audit Permittee's compliance with this contract and Ordinances 18989 and 19137, (2) monitor and analyze data provided by Permittee, and/or (3) investigate complaints received by the Permittee and/or the County.

F2. Data Sharing and Reporting:

1. Data Sharing
 - a. APIs must be provided according to the current version of the Mobility Data Specification (MDS).
 - i. Permittee shall provide the County directly, or at the County's discretion, through a County approved third-party analytics provider, access to:
 1. Real-time vehicle status through APIs;
 2. Trip data for the Permittee's entire Pilot Program fleet through APIs;
 3. Archival vehicle maintenance data through APIs;
 4. Archival incident data or real-time incident reporting through a County-approved third-party analytics provider; and
 - ii. APIs should be RESTful, accessed via JSON Web Tokens (JWT), and return data in JSON format.
 - iii. APIs should provide only HTTPS endpoints.
 - iv. APIs must be provided prior to permit issuance.
 - v. Any MDS compatible API must expose data where:
 1. The trip starts in the Pilot Area, or
 2. The trip ends in the Pilot Area,
 3. Precise origin and destination points will be obscured to a one-block (or equivalent) radius to protect user privacy.
 4. Must also provide a link to your open GBFS
 - vi. APIs must be updated at least every 30 seconds.
 - b. Permittee shall make anonymized real-time data available via a public API in the data standard developed by the North American Bikeshare Association, known as the "General Bikeshare Feed Specification (GBFS)".
 - a. Permittee shall provide GBFS data to the County, and/or at the County's discretion a County approved third party, for hosting of the GBFS data.
 - b. GBFS vehicle IDs should remain consistent with the vehicle IDs provided in an MDS feed and should be unique vehicle identifiers that are consistent over time.

- c. Permittee must maintain a dashboard for the County to use for Pilot Program monitoring and compliance that displays MDS data.
 - d. All data use rights shall be maintained for at least three years after the date Permittee ceases operation in the Pilot Area. The Permittee shall maintain feeds and API access for historical data for at least one year after the cessation of the Pilot Program or expiration or revocation of the Permit.
 - e. Users' personally identifiable information shall not be shared with the County or any other entity. Permittee shall ensure the privacy of its Users.
 - f. The County may, in its sole discretion, update the specifications of this section and require Permittee to use the most current version by releasing an automatic update and/or disabling support for the previous version
 - g. The County may, at the County's discretion, share any and all data relating to this Permit with a partner agency or jurisdiction.
2. Data Reporting
- a. Permittee must provide reports on key performance indicators, including, but not limited to, the following:
 - i. Utilization rates
 - ii. Total downloads, active users, and repeat user information
 - iii. Total trips by day of week and time of day
 - iv. Origins and destinations
 - v. Trips per vehicle by day of week, time of day
 - vi. Average trip distance
 - vii. Vehicle maintenance reports (including but not limited to Vehicle identification number and maintenance performed)
 - viii. Incidents of theft and vandalism
 - ix. Number of complaints
 - x. Crash information
 - xi. Payment method information
 - xii. Rebalancing to designated service areas
 - xiii. Outreach activities completed
 - xiv. Total number of free or discounted helmets distributed
 - xv. Number of Users taking advantage of low-income discount
 - xvi. Number of discounted rides taken
 - b. Permittee must provide reports on a monthly basis unless specified otherwise.

F3. Safety Reports: Scooter collisions involving injury to any person and/or any other safety incident or issue shall be reported to the County within 24 hours, and to the police, and shall include the following information:

- 1. The location, nature of the injury, and if it was reported to local law enforcement;
- 2. A copy of any written report received by the Permittee; and
- 3. Any other documents relating to the collision/incident and the location of the collision/incident.

F4. Community Service Data: The following data shall be provided as necessary (weekly, unless otherwise determined by the County) to the County:

- 1. Number of contacts or complaints received and the category of each (safety, broken, improper location, improperly parked, vandalized, other); and
- 2. Length of time until the problem identified in each contact or complaint was solved.

F5. Compliance Measures: The County may evaluate Permittee's compliance with this contract through the following measures as often as the County determines is necessary. Permittee shall provide any and all data related to the following within two business days of a request by the County:

1. Community Service Compliance:
 - a. Number of contacts or complaints per Scooter, per mile, per ride;
 - b. Number of contacts or complaints by type, per Scooter, per mile, per ride;
 - c. Number of condition-related complaints per Scooter;
 - d. Percentage of Permittee responses over maximum response time; and
 - e. Number and Percentage of complaints that are not responded to by Permittee.
2. Community Service - Quality Control:
 - a. The County may do spot-check inspections to verify response and response time.
3. Quantity Compliance:
 - a. Number of Scooters, rides/Scooter, miles/Scooter;
 - b. Percentage over the maximum number of Scooters allowed in the Pilot Area and/or subarea; and
 - c. Percentage under the minimum number of Scooters required to be in the Pilot Area and/or subarea.
4. Quantity - Quality Control:
 - a. The County may do spot-check counts of daily Scooter Quantity and usage data at the exact time of a daily snapshot.
 - b. Percent of accuracy (actual Scooter Quantity/reported Scooter Quantity) per a sample size.
5. Equity
 - a. A focus of the Pilot Program includes an evaluation of access to and participation in the Pilot Program by all persons who desire to participate. The Permittee must mitigate technology and financial barriers by providing and publicizing at least one Pilot Program option for Users who do not have access to smartphones, who are unbanked, or who have a household income of less than two hundred percent of the federal poverty level. For each mitigation strategy implemented by the Permittee, the Permittee shall report, not less than monthly, the following:
 - Frequency and methods used to advertise and communicate the mitigation strategies;
 - The number of Users who participate in the Pilot Program using the mitigation strategies;
 - The number of trips taken, the total amount of dollars actually spent by all participating Users, and the amount that would have been spent had the equity-related discount not been in place;
 - A summary of the customer feedback associated with the mitigation strategies; and
 - Any other data and/or analysis to evaluate the efficacy of the Pilot Program, as determined by the County.
 - b. The Permittee must make its software application program available to Users

in multiple languages, including English and Spanish, and additional languages as may be further identified by the Permittee and/or County through community engagement. For each language available through the Permittee's app, the Permittee shall report, not less than monthly, the following:

- Number of Users that log in and complete a trip, and
- A summary of the customer feedback received by the Permittee relating to this requirement.

F6. User and General Public Surveys: The County may require the Permittee to issue one or more surveys, in multiple languages including but not limited to those languages identified in F5 (b) above, to assist the County in evaluating the Pilot Program. Surveys shall include Scooter Users and non-Users, with the goal of understanding issues such as the reasons for using a Scooter, the mode of transportation replaced by a Scooter ride, ease of use and barriers to use (including from those without smartphones, who are unbanked, and/or who are under the income threshold noted in subsection (a) above), responsiveness of the County and Permittee to questions and concerns, infrastructure needs, parking issues and any similar issues. The Permittee shall, at a minimum, provide a summary of the survey (s) results and an electronic copy of the raw data. In addition, the County may issue its own separate surveys to the public regarding the Pilot Program.

F7. Additional Data Standards: The County reserves the right to:

1. Ask for Pilot Program data at a specific time of day, more than one time per day, or Adjust the frequency of its requests for data,
 - Set Pilot Program standards based on data results,
 - Modify the Program standards or standard formulas to better meet community expectations,
 - Further define Pilot Program measures, and/or terms used in the measures, for consistent reporting between companies, and
 - Require Permittee to adjust its app for easier and more consistent User reporting.
2. The County's actions in this paragraph shall not be unreasonable and shall consider the impact to the Permittee.

F8. Frequency of Performance Measure Reports: Data and summary information required in F3 – F5, shall be provided by the Permittee to the County monthly unless the County requests an alternative frequency.

F9. The Permittee shall meet with the County no less than quarterly, by phone or in person, to assess Pilot Program implementation.

F10. The Permittee shall contribute to the analysis, preparation, and presentation of the information and reports required to be submitted per Ordinances 18989 and 19137.

G. Permit Fees and County Reimbursement

G1. Application Fee: Applicants shall pay a Scooter Share Permit Application fee of five hundred dollars (\$500.00) to apply for a Permit to operate under the terms of the Pilot Program. This fee is non-refundable.

G2. Pilot Program Administration and Evaluation Fee: Permittee shall pay the County the fees set forth below to help offset the County's cost of administering the Pilot Program:

1. A Scooter Pilot Program fee of \$0.22 per Scooter rental session. The County may increase or decrease this fee at any time. The County must provide Permittee with at least 10 days' written notice of any change to this fee. The notice must state the reason for the change in fee.
2. The Scooter Pilot Program fee in subsection 1 above shall be discounted so that the fee paid to the County for each Scooter rental session by a person who does not have access to a smartphone, is unbanked, or who has a household income of less than two hundred percent of the federal poverty level is \$0.11. The County may increase or decrease this fee at any time. The County must provide Permittee with at least 10 days' written notice of any change to this fee. The notice must state the reason for the change in fee.
3. Permittee shall remit payment of Scooter Pilot Program Fees to the County within 10 calendar days following the end of each month.

G3. Performance Bond: All Permittees shall have a surety bond of \$15,000. The form of the bond shall comply with Exhibit 6. If selected for a Permit, within 10 days of notice of selection Permittee shall provide to the County a complete, executed Surety Bond Form. The County will review Permittee's completed Exhibit 6 and determine whether the County will approve it.

These funds shall be accessible to the County for damage to public property, maintenance costs, and staff costs that may be incurred by moving, storing, rebalancing, or impounding Scooters that are improperly parked. If a Permittee's Permit is revoked, then the bond may be utilized for any costs Permittee owes the County, including the cost of the County Scooter Response Crew's hourly rate and any additional staff time necessary to remove, impound, and/or dispose of Scooters and return the public Right-of-Way to its original condition.

G4. Reimbursement: All costs of addressing or abating any violations of this contract, and any costs of repair or maintenance of public property incurred by the County shall be billed to the Permittee. The Permittee shall reimburse the County for such costs within 30 days of the Permittee receiving written notice of the County's costs. Reimbursements not received within this timeframe are grounds for Permit revocation and can be deducted from the bond.

H. Permit Administration

H1. Modification, Suspension, and Revocation:

1. The County reserves the right to modify, suspend temporarily, or revoke the Permit at any time if:
 - a. The Permittee violates and fails to come into compliance with the terms of the Permit within a time period determined by the County;
 - b. The Permittee's Scooter fleet is unsafe for public use; or
 - c. The Pilot Program is no longer feasible.
2. Upon receipt of written notice of Permit revocation from the County, Permittee shall remove its entire fleet of Scooters from the Pilot Area. This removal shall be completed within 30 calendar days unless a different time period is determined by the County.

3. If the activities authorized under the Permit become dangerous, or if the use or occupation of the Right-of-Way is not being maintained or used according to this Contract, the King County Scooter Share Pilot Program Application, or Ordinances 18989 and 19137, the County may revoke Permittee's Permit immediately.

H2. Disposal: Permittee authorizes the County to dispose of any Scooter(s) impounded by the County for 30 or more calendar days and Permittee waives all claims and damages. This timeframe shall be reduced to 15 days in the event that the Permit is revoked per H1. Permittee agrees that a Scooter moving to a County Location, as identified by the Permittee's Global Positioning System, is deemed notice of impoundment to the Permittee.

H3. Liability Insurance: Before the County issues a Permit to Permittee, Permittee shall procure insurance as required by the Pilot Program Insurance Requirements, attached hereto as Exhibit 4, and provide satisfactory proof the requirements of Exhibit 4 have been met. Permittee shall maintain insurance for the duration of this Permit as required by Exhibit 4.

H4. Indemnification: Before the County issues a Permit to Permittee, Permittee shall sign and record the Indemnity Agreement, attached hereto as Exhibit 5.

H5. Severability: In case any term of this Permit contract shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Permit shall in any way be affected thereby.

H6. Scooter Pilot Program Permit Duration: The Pilot Program will last for up to one year. Permittee is not authorized to operate Scooters beyond the end of the Pilot Program. Permittee shall need to reapply for any potential future Scooter program adopted by the County. Permittee is not part of the Pilot Program after the Pilot Program ends and all Scooters shall be removed within one week of the end of the Pilot Program, or as otherwise directed by the County. Receipt of a Permit for the Pilot Program does not give Permittee the right to operate Scooters in the County as part of any future Scooter program and does not guarantee Permittee would be able to operate Scooters in the County as part of any future Scooter program. If the Pilot Program is extended beyond the end date of Ordinance 19137, then the County will provide Permittee with written notice of such an extension.

If selected for a Permit, Permittee shall submit items 1, 2, and 3 below to the County within 10 days of notice of selection. The County will neither issue a Permit nor sign this Scooter Share Pilot Program Contract until Permittee provides each of these items to the County's satisfaction, in addition to all other complete and fully executed exhibits to this Contract:

1. Copy of Washington Business License
2. Copy of Secretary of State Corporation Registration
3. Exhibit 6, Surety Bond Form, complete and fully executed.

The County's permission for Permittee to participate in the Pilot Program is conditioned on the Permittee complying with all Permit requirements including all requirements of this Contract, and all applicable federal, state, and County law, including but not limited to King County Ordinances 18989 and 19137.

///

///

KING COUNTY

By: _____

[*DIRECTOR OF THE RECORDS AND LICENSING SERVICES DIVISION*]

Signature

Name

Title

Date

Exhibit 1

King County Scooter Share Pilot Program Definitions

1. "County Location" means property of the County that is designated to contain Scooters that have been impounded by the County.
2. "Director" means the manager of the records and licensing division of the department of executive services.
3. "Division" means the records and licensing division of the department of executive services.
4. "Deployed" means a Scooter that is available for use in the Pilot Area Right-of-way and has not been removed from or stored outside of the Pilot Area Right-of-way by the Permittee or an authorized affiliate of the Permittee. A Scooter that is in transit for rebalancing into the Pilot Area Right-of-way is a deployed Scooter. A Scooter that cannot be unlocked, but is accessible to the public, is Deployed.
5. "Limited-Use Permit" or "Permit" means permission granted by the county to an Operator to participate in the Pilot Program.
6. "Motorized Foot Scooter" means a device with two or three wheels that has handlebars, that has a floorboard that can be stood upon while riding, that is powered by an internal combustion engine or electric motor and that has a maximum speed of no greater than twenty miles per hour on level ground. A motor-driven cycle, a moped, an electric-assisted bicycle or a motorcycle is not a "motorized foot scooter."
7. "Operator" means the Limited-Use Permit applicant, and any of its officers, partners or owners.
8. "Permittee" means an Operator granted a Limited-Use Permit.
9. "Pilot Area" means the North Highline urban unincorporated area of King County, as described in Exhibit 3 to the King County Scooter Share Pilot Program Contract.
10. "Scooter Share Pilot Program" or "Pilot Program" means shared electric motorized foot scooters offered for hire by a permitted Operator.
11. "Right-of-Way" means land, property or property interest, such as an easement, usually in a strip, as well as bridges, trestles or other structures dedicated to or otherwise acquired by the county for public motor vehicle transportation purposes, including, but not limited to, roads, streets, avenues and alleys, whether or not opened, improved or maintained for public motor vehicle transportation purposes.
12. "Shared Scooter" or "Scooter" means any electric motorized foot scooter offered for hire as part of a fleet available to the public in publicly accessible places.
13. "User" means any person that uses, rents, or rides a Scooter or is a customer of Permittee.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 18989

Proposed No. 2019-0358.2

Sponsors McDermott, Dembowski, Balducci
and Kohl-Welles

1 AN ORDINANCE relating to establishment of an electric
2 scooter share pilot program.

3 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

4 SECTION 1. The definitions in this section apply to sections 2 through 7 of this
5 ordinance unless the context clearly requires otherwise.

6 A. "Director" means the manager of the records and licensing division of the
7 department of executive services.

8 B. "Division" means the records and licensing division of the department of
9 executive services.

10 C. "Limited-use permit" means permission granted by the county to an operator
11 to participate in the scooter share pilot program established under this ordinance for up to
12 one year.

13 D. "Motorized foot scooter" means a device with two or three wheels that has
14 handlebars, that has a floorboard that can be stood upon while riding, that is powered by
15 an internal combustion engine or electric motor and that has a maximum speed of no
16 greater than twenty miles per hour on level ground. A motor-driven cycle, a moped, an
17 electric-assisted bicycle or a motorcycle is not a "motorized foot scooter."

18 E. "Operator" means the limited-use permit applicant, and any of its officers,
19 partners or owners.

20 F. "Scooter share pilot program" means shared electric motorized foot scooters
21 offered for hire by a permitted operator.

22 G. "Shared scooter" means any electric motorized foot scooter offered for hire as
23 part of a fleet available to the public in publicly accessible places.

24 SECTION 2. The executive shall establish a scooter share pilot program in the
25 North Highline urban unincorporated area in King County for up to one year, beginning
26 by January 1, 2020. Scooter share pilot program development, implementation and
27 administration authority shall be delegated by the executive to the division. The division
28 shall work in consultation and coordination with other county agencies, including, but not
29 limited, to the Metro transit department, the parks and recreation division, the department
30 of local services and public health - Seattle & King County, regarding development,
31 implementation and enforcement criteria for the scooter share pilot program. The
32 division shall also consult disability rights groups and local North Highline community
33 groups for input throughout the scooter share pilot program.

34 SECTION 3. A. Up to two operators may be issued a limited-use permit to
35 participate in the scooter share pilot program established under this ordinance. The
36 director may issue the limited-use permits. The director may require applicants to
37 reimburse the county for actual costs incurred by the county in the reviewing and
38 processing of an application for a limited-use permit and for scooter share pilot program
39 administration and evaluation.

40 B. The limited-use permit application form, to be developed by the division for
41 purposes of the scooter share pilot program, must address at a minimum the following:

42 1. Identification of where and when shared scooters are allowed to operate and

be parked in the public right-of-way and any additional identified areas of use and geofencing requirements;

2. Identification of the initial maximum allowed shared scooter fleet size and any potential phasing or expansion goals throughout the pilot period;

3. Identification of shared scooter maximum allowed speed should the executive determine it necessary to set a maximum speed lower than state law;

4. Time of operation. Notwithstanding K.C.C. 14A.40.010, for the purpose and duration of the scooter share pilot program, scooters operated in accordance with the scooter share pilot program may operate at any time, but may not be operated from a half hour after sunset to a half hour before sunrise without reflectors of a type approved by the Washington State Patrol;

5. Requirement for each operator, before permit issuance, to sign and record an indemnification agreement indemnifying and holding harmless the county from and against any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property, other than claims arising out of the county's negligence or willful misconduct;

6. Requirement for each operator to have and maintain appropriate insurance coverage, in accordance with state and local laws;

7. Requirement for each operator to be responsible for the distribution and maintenance of its shared scooters;

8. Requirement for each operator to provide a mechanism for public agencies and the public, both users and non-users of the shared scooter fleet, to notify the operator of safety or maintenance issues, including improperly parked or abandoned shared

scooters, and provide feedback or ask questions about the scooter share pilot program.

The division may also include a requirement to respond to certain types of complaints within a specified timeframe;

9. Requirement for each operator to make its software application program available to users in multiple languages, including, but not limited to, English and Spanish, and to make information available to users on its software application program regarding applicable laws and user code of conduct and safety criteria identified by the division;

10. Requirement for each operator to monitor scooter share pilot program implementation and provide no less than monthly reporting to the division and meet with the division no less than quarterly, by phone or in person, to assess scooter share pilot program implementation; and

11. Requirement that all shared scooters must bear a single unique alphanumeric identification visible from a distance of five feet, which shall not be obscured by branding or other markings and which shall be used to identify the shared scooter.

C. The division shall require each operator to conduct public education and outreach activities throughout the pilot period to promote proper shared scooter user behavior, including, but not limited, to how to operate and park shared scooters safely.

D. The division shall require operators to mitigate technology and financial barriers by providing and publicizing at least one scooter share pilot program participation option for persons without access to a smartphone and for persons who are unbanked or have a household income of less than two hundred percent of the federal poverty level.

89 SECTION 4. The division, on its public website, shall make information about
90 the scooter share pilot program easily accessible, including applicable laws, user code of
91 conduct and safety criteria, the mandatory reports to council and contact information for
92 permit holders. The division shall also make public and community feedback
93 opportunities available on their website. Both the information provided and feedback
94 opportunities must be in multiple languages, including, but not limited to, English and
95 Spanish.

96 SECTION 5. The director may modify, suspend temporarily or terminate any
97 limited-use permit issued under the scooter share pilot program established under this
98 ordinance, and may require the operator to reduce or remove its shared scooter fleet
99 within ten days of notice, under any one or more of the following circumstances:

100 A. If the operator violates and fails to come into compliance with the terms of the
101 limited-use permit;

102 B. The division determines an operator's shared scooter fleet to be unsafe for
103 public use; and

104 C. The scooter share pilot program is determined to be no longer feasible by the
105 division in consultation with the participating operator or operators.

106 SECTION 6. A. The executive shall solicit public and community feedback
107 throughout the pilot period and monitor the usage and costs associated with the scooter
108 share pilot program. Feedback must be solicited in multiple languages, including, but not
109 limited to, English and Spanish. The executive should get feedback from both scooter
110 share pilot program users and people who do not use the scooter share pilot program with
111 the goal of understanding issues such as the reasons for using electric motorized foot

scooters, the mode of transportation replaced by an electric motorized foot scooter ride, ease and barriers of use, responsiveness of the county and operators to questions and concerns, infrastructure needs, parking issues and similar issues. The executive shall report twice to the council, by June 30, 2020, and by August 24, 2020, on scooter share pilot program implementation.

B. Each report must contain the most current information available on scooter share pilot program feedback, usage and costs, including, but not limited to, the following:

1. The total number of shared scooter trips taken during the pilot period;
2. Trips per shared scooter per day;
3. Shared scooter availability, reliability and distribution;
4. Usage patterns by time of day, day of week;
5. Trip duration;
6. Spatial patterns to understand the most popular routes;
7. Anonymized user demographic data;
8. The number of any reported parking and operating violations;
9. The number and description of any reported safety incidents;
10. Operator average response time for maintenance, hazard reports and shared scooter redistribution requests;
11. An equity analysis, including but not limited to a description of how the scooter share pilot program relates to or supports one or more of the determinants of equity identified in ordinance 16948, a description of any gaps in access to the scooter share pilot program based on race, class, gender, ability or language spoken and a

description of any other impacts to the community in the North Highline urban
unincorporated area;

12. An analysis of shared scooter usage for first/last mile connections to transit,
including availability and reliability of shared scooters within a mile of transit hubs and
whether there are any impacts to transit ridership during the pilot period associated with
shared scooter usage;

13. A summary of public and user scooter share pilot program feedback
received by the operators and the county; and

14. A summary of any costs to the county relating to scooter share pilot program
development, implementation and administration.

C. The second report must additionally include an analysis of emerging lessons
learned from scooter share pilot programs in other select jurisdictions, and the
recommendation of the executive as to whether the county's scooter share pilot program
should either continue or expand, or both, beyond the pilot period. If the
recommendation of the executive is to continue, to expand or to continue and expand the
scooter share pilot program beyond the pilot period, then the executive must transmit
proposed legislation to the council to effectuate the recommendation, including an
implementation plan and, if needed, applicable fee approval or supplemental
appropriation request legislation. The executive's recommendation should consider
procurement and permitting processes, number of vendors, system size, coverage area,
infrastructure and parking management needs, a maximum speed limit, performance
evaluation and data requirements, staffing needs, fees, equity and community
considerations including accessibility needs, transit integration and technology needs.

158 D. The executive shall file each report required by this section in the form of a
159 paper original and an electronic copy with the clerk of the council, who shall retain the
160 original and provide an electronic copy to all councilmembers, the council chief of staff,
161 the policy staff director and the lead for the mobility and environment committee, or its
162 successor.

163 SECTION 7. If legislation authorizing continuation of the scooter share pilot
164 program beyond the pilot period is not approved by the council before the end of the pilot
165 period, then the executive shall notify each operator to collect and remove its shared
166 scooter fleet within ten days of the expiration date of the operator's limited-use permit.

167 SECTION 8. This ordinance expires February 28, 2021.

168 SECTION 9. Severability. If any provision of this ordinance or its application to

169 any person or circumstance is held invalid, the remainder of the ordinance or the
170 application of the provision to other persons or circumstances is not affected.
171

Ordinance 18989 was introduced on 8/28/2019 and passed as amended by the
Metropolitan King County Council on 10/2/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gössett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 15 day of OCTOBER 2019.

Dow Constantine, County Executive

Attachments: None

RECEIVED
2019 OCT 15 PM 3:20
CLERK
KING COUNTY COUNCIL



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19137

Proposed No. 2020-0237.1

Sponsors McDermott

1 AN ORDINANCE relating to establishment of an electric
2 scooter share pilot program; amending Ordinance 18989,
3 Section 2, Ordinance 18989, Section 6, and Ordinance
4 18989, Section 8.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Ordinance 18989, Section 2, is hereby amended to read as follows:

7 The executive shall establish a scooter share pilot program in the North Highline
8 urban unincorporated area in King County for up to one year(~~(, beginning by January 1,~~
9 ~~2020)).~~ The start date for the pilot program, meaning the date upon which shared
10 scooters offered for hire under the pilot program become available to the public for use,
11 should occur by the effective date of this ordinance. Scooter share pilot program
12 development, implementation and administration authority shall be delegated by the
13 executive to the division. The division shall work in consultation and coordination with
14 other county agencies, including, but not limited, to the Metro transit department, the
15 parks and recreation division, the department of local services and public health - Seattle
16 & King County, regarding development, implementation and enforcement criteria for the
17 scooter share pilot program. The division shall also consult disability rights groups and
18 local North Highline community groups for input throughout the scooter share pilot
19 program.

Ordinance 19137

20 SECTION 2. Ordinance 18989, Section 6, is hereby amended to read as follows:

21 A. The executive shall solicit public and community feedback throughout the
22 pilot period and monitor the usage and costs associated with the scooter share pilot
23 program. Feedback must be solicited in multiple languages, including, but not limited to,
24 English and Spanish. The executive should get feedback from both scooter share pilot
25 program users and people who do not use the scooter share pilot program with the goal of
26 understanding issues such as the reasons for using electric motorized foot scooters, the
27 mode of transportation replaced by an electric motorized foot scooter ride, ease and
28 barriers of use, responsiveness of the county and operators to questions and concerns,
29 infrastructure needs, parking issues and similar issues. The executive shall report twice
30 to the council(~~((, by June 30, 2020, and by August 24, 2020,))~~) on scooter share pilot
31 program implementation. The first report is due by no later than six months from the
32 program's start date. The second report is due by no later than nine months from the
33 program's start date.

34 B. Each report must contain the most current information available on scooter
35 share pilot program feedback, usage and costs, including, but not limited to, the
36 following:

- 37 1. The total number of shared scooter trips taken during the pilot period;
- 38 2. Trips per shared scooter per day;
- 39 3. Shared scooter availability, reliability and distribution;
- 40 4. Usage patterns by time of day, day of week;
- 41 5. Trip duration;
- 42 6. Spatial patterns to understand the most popular routes;

Ordinance 19137

- 43 7. Anonymized user demographic data;
- 44 8. The number of any reported parking and operating violations;
- 45 9. The number and description of any reported safety incidents;
- 46 10. Operator average response time for maintenance, hazard reports and shared
- 47 scooter redistribution requests;
- 48 11. An equity analysis, including but not limited to a description of how the
- 49 scooter share pilot program relates to or supports one or more of the determinants of
- 50 equity identified in ordinance 16948, a description of any gaps in access to the scooter
- 51 share pilot program based on race, class, gender, ability or language spoken and a
- 52 description of any other impacts to the community in the North Highline urban
- 53 unincorporated area;
- 54 12. An analysis of shared scooter usage for first/last mile connections to transit,
- 55 including availability and reliability of shared scooters within a mile of transit hubs and
- 56 whether there are any impacts to transit ridership during the pilot period associated with
- 57 shared scooter usage;
- 58 13. A summary of public and user scooter share pilot program feedback
- 59 received by the operators and the county; and
- 60 14. A summary of any costs to the county relating to scooter share pilot program
- 61 development, implementation and administration.
- 62 C. The second report must additionally include an analysis of emerging lessons
- 63 learned from scooter share pilot programs in other select jurisdictions, and the
- 64 recommendation of the executive as to whether the county's scooter share pilot program
- 65 should either continue or expand, or both, beyond the pilot period. If the

Ordinance 19137

66 recommendation of the executive is to continue, to expand or to continue and expand the
67 scooter share pilot program beyond the pilot period, then the executive must transmit
68 proposed legislation to the council to effectuate the recommendation, including an
69 implementation plan and, if needed, applicable fee approval or supplemental
70 appropriation request legislation. The executive's recommendation should consider
71 procurement and permitting processes, number of vendors, system size, coverage area,
72 infrastructure and parking management needs, a maximum speed limit, performance
73 evaluation and data requirements, staffing needs, fees, equity and community
74 considerations including accessibility needs, transit integration and technology needs.

75 D. The executive shall file each report required by this section in the form of a
76 paper original and an electronic copy with the clerk of the council, who shall retain the
77 original and provide an electronic copy to all councilmembers, the council chief of staff,
78 the policy staff director and the lead for the mobility and environment committee, or its
79 successor.

80 SECTION 3. Ordinance 18989, Section 8, is hereby amended to read as follows:

81 This ordinance expires ((February 28, 2021)) one year from the start date of the

Ordinance 19137

- 82 pilot program, meaning one year from the date upon which shared scooters offered for
83 hire under the pilot program become available to the public for use.
84

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

Claudia Balducci

F8830816F1C4427...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:

Melani Pedroza

8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 7/31/2020, _____.

DocuSigned by:

Dow Constantine

4FBCAB8196AE4C6...

Dow Constantine, County Executive

Attachments: None

Exhibit 4

King County Scooter Share Pilot Program Insurance Requirements

Permittee shall continuously maintain throughout the entire term of the Pilot Program, at its sole cost and expense, the following minimum insurance coverage and limits of liability. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Permittee under this Permit. The Permittee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or coverage.

Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within the Permit.

Permittee's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Limited Use Permit issued by King County for the Scooter Share Pilot Program; or if applicable, and at the discretion of King County, shall serve as grounds for the County to procure or renew insurance coverage with any related costs of premiums to be repaid by Permittee or reduced and/or offset against the Permit.

1. Minimum Insurance Coverage and Limits of Liability Required.

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL) written on an occurrence basis. Coverage shall be at least as broad as ISO form number CG 00 01, with Minimum Limits of Liability of:
 - i. \$2,000,000 for each occurrence; and
 - ii. \$5,000,000 aggregate.

Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Products and completed operations; Independent Contractors Liability; Contractual Liability; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for King County.

- b. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits of liability of \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
- c. Workers' Compensation: coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable

Federal or "Other States" State Law.

- d. Employer's Liability or "Stop Gap": coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employer's Liability) or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the general liability policy.

2. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention of the policies shall not limit or apply to the Permittee's liability to King County and shall be the sole responsibility of the Permittee.

3. Other Insurance Provisions.

The insurance policies required in this Permit are to contain, or be endorsed to contain the following provisions:

- a. Liability Policies (except Workers' Compensation):
 - i. Permittee shall include King County, its officials, agents, and employees as additional insured, for full coverage and policy limits. Additional Insured status shall include products-completed operations coverage.
 - ii. Permittee's insurance coverage shall be primary insurance as respects King County, its officials, agents, and employees. Any insurance and/or self-insurance maintained by King County, its officials, agents, or employees shall not contribute to Permittee's insurance or benefit Permittee or its insurer in any way.
 - iii. Permittee's insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. Permittee's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes King County from coverage or asserting a claim under Permittee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

- 4. No Limitation of Liability.** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in King County's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Permittee or any of the Permittee's insurers.

- 5. Waiver of Subrogation.** Permittee waives all rights against King County, its officials, agents, and employees for recovery of damages. This provision shall be valid and enforceable only to the extent permissible by the applicable insurance policies.

- 6. Notice of Cancellation.** The insurance coverages required herein shall not be canceled by Permittee or Permittee's insurer without at least 30 days' prior written notice to the County. Ten days' written notice to the County may be provided if the reason for the cancellation is non-payment of premium.

- 7. Insurer's A.M. Best's Rating.** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the County.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, Permittee shall, upon notice to that effect from King County, promptly obtain a new policy, and shall submit the same to King County, with the appropriate certificates and endorsements.

- 8. Evidence of Insurance.** Prior to execution of the Permit, Permittee shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insured required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s). Permittee must provide the following as evidence of insurance:
- a. A certificate of insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, "King County, Records and Licensing Services Division, 500 Fourth Avenue, Room 411, Seattle, WA. 98104" must be written; and
 - b. An attached King County designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the County's request, Permittee shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the County tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Permittee shall also cause a complete and certified copy of the requested policy to be timely furnished to the County.

Certificate and additional insured endorsement shall be provided to King County, attention to King County, Records and Licensing Services Division, Scooter Share Pilot Program, 500 Fourth Avenue, Room 411, Seattle, WA, 98104.

King County's receipt or acceptance of Permittee's evidence of insurance without comment or objection, or King County's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth in this Exhibit or, consequently, constitute King County's acceptance of the adequacy of Permittee's insurance or preclude or prevent any action by King County against Permittee for breach of the requirements of this Exhibit.

- 9. Independent Contractors.** In lieu of Permittee providing Independent Contractors Liability of its CGL insurance, each scooter share contractor, as defined in RCW 46.61.715(3)(b), who is hired or retained by Permittee shall provide evidence of insurance meeting all of the requirements in paragraphs 1-8 above, including adding King County, its officials, agents, and employees as additional insured, before any work or action is taken by the independent contractor for the Permittee.
- 10. Subcontractors.** Permittee shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Permit shall be subject to all the requirements stated herein, including adding King County, its officials, agents, and employees as additional insured.

Exhibit 5

King County Scooter Share Pilot Program Indemnity Agreement

This Indemnity Agreement ("Agreement") is made and granted by _____, and its successors, heirs, and assigns (collectively "Permittee") in favor of King County ("County").

RECITALS

The Permittee has applied to the County for permission to use or occupy public Right-of-Way for the Permittee's benefit to participate in the County's Scooter Share Pilot Program.

The County's permission for allowing the use or occupancy is conditioned on the Permittee and its successors, heirs, and assigns complying with all Permit requirements; and all applicable federal, state, and County law, including but not limited to King County Ordinances 18989 and 19137 that requires this Agreement.

AGREEMENT

In consideration for the County's permission to use or occupy the public Right-of-Way that allows Permittee's Shared Scooters to be deployed in the Pilot Area for the Program, according to the submitted Limited Use Permit Application and Scooter Share Pilot Program Contract and approved permit number _____ the Permittee agrees as follows:

1. The Permittee, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless King County and its officials, officers, employees, and agents from and against any and all liabilities, claims, causes of action, suits, loss, costs, expenses (including reasonable attorney fees and necessary litigation expenses), judgments, and damages of every kind and description including but not limited to actual or alleged bodily injury including death, or actual and alleged damage to property; resulting directly or indirectly from any act or omission of the Permittee, its contractors or subcontractors, Users, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable for; resulting from, arising out of, relating to, or by reason of any activities authorized by this Permit including, but not limited to Permittee's use of facilities or equipment provided by the County or others, and claims brought by or on behalf of Users, or any third party. In addition to Permittee's obligation to indemnify the County, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnification agreement, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the County and continues at all times thereafter.

2. The Permittee's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage to the extent caused by the negligence or willful misconduct of the County, its officers, employees, elected officials, agents, or subcontractors.

3. If a claim is made or filed against the Permittee with the County, the County will provide notice to the Permittee of the claim in writing, and the Permittee will have sole control

over and will defend, compromise, or settle the claim at its sole expense. Notwithstanding the foregoing, the Permittee may not settle any claim, suit or action without the prior written consent of the County, which shall not be unreasonably be withheld.

4. The Permittee, successors, heirs, and assigns acknowledge that permission to use or occupy the public Right-of-Way is of a temporary nature and vests no permanent rights in the Permittee or the Permittee's successors, heirs, or assigns to use or occupy the public Right-of-Way. Upon written notice to the Permittee, the County may revoke the permission to use or occupy the public Right-of-Way. Within 30 days of receipt of such notice, or a different time period determined by the County, Permittee shall remove its entire fleet of Scooter from the Pilot Area. If the use or occupation of the Right-of-Way becomes dangerous, or if the use or occupation is not being maintained or used according to the King County Scooter Share Pilot Program Contract, King County Scooter Share Pilot Program Application, or Ordinances 18989 and 19137, the County may revoke permission to use the public Right-of-Way immediately.

5. The Permittee, on behalf of the Permittee and Permittee's successors, heirs, and assigns, specifically and expressly agrees to waive Permittee's and Permittee's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the County with a full and complete indemnity from claims for which the County is entitled to indemnity under this Indemnity Agreement. Permittee, on behalf of Permittee and Permittee's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

6. The Permittee and its successors, heirs, and assigns acknowledge that if the County revokes the permission to use or occupy the public Right-of-Way, the Permittee and its successors, heirs, and assigns shall at its sole expense, remove its use or occupancy of the public Right-of-Way within 10 days of notification by the County.

7. The Permittee makes this Agreement on behalf of the Permittee and Permittee's heirs, successors, and assigns for the benefit of the County and its successors and assigns.

IN WITNESS WHEREOF, the Permittee has executed this Agreement on the day and year indicated below.

///

///

///

///

///

///

Permittee's Signature

Print Name and Title

State of _____)
_____) S.S.
County of _____)

This is to certify that on this ____ day of _____ 20____, before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the _____ (title) of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of _____

Exhibit 6

Surety Bond Form

KING COUNTY LIMITED-USE PERMIT SURETY BOND

LIMITED-USE PERMIT No: _____

KNOW ALL PEOPLE BY THESE PRESENTS: That _____
(name of principal) as Principal and _____ (name of Surety), a corporation
authorized to do, and doing, business as a surety company in the State of Washington, as Surety, are held and
firmly bound unto **King County** ("the County"), a political subdivision of the State of Washington, in the sum of
FIFTEEN THOUSAND DOLLARS (\$15,000), lawful money of the United States, for the payment of which we
jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns,
firmly by these presents.

Under the provisions of King County Ordinances 18989 and 19137, Principal filed with the King County
Records and Licensing Services Division Director ("Director") an application for a Limited-Use Permit
("Permit") and the use of certain public areas for King County's Scooter Share Pilot Program located in the
North Highline urban unincorporated area ("Pilot Area") in King County, Washington; and the Director
approved the application, issued a Permit (which Permit is incorporated herein by reference), and required the
furnishing of this bond; now, therefore,

This Bond is entered into with the County for the County's use and benefit and is subject to the following
conditions:

1. If Principal:
 - a. Faithfully complies with all the terms of the Permit and all applicable provisions of the laws of the State of Washington, the King County Scooter Share Pilot Program Contract ("Contract"), and King County ordinances, particularly Ordinances 18989 and 19137; and
 - b. Pays any cost under the Permit upon the County's presentation of an invoice; and
 - c. Removes any Scooter, structure, or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Permit, upon notice from the County; and
 - d. Reimburses King County for any and all expenses incurred in connection with the activities described in the application for the Permit; and
 - e. Pays the cost of restoring the Pilot Area to its proper condition, plus fifteen percent (15%) of such cost, together with any other expense that King County may sustain in connection therewith; and
 - f. Pays all Permit fees as required by King County ordinance, rule, and/or regulation; and
 - g. Pays interest at a rate of twelve percent (12%) per annum on any and all payments due to the County from and after the date of delinquency to the date of payment; then this bond shall be void; otherwise, it shall remain in full force and effect.

2. Nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. Surety waives notice of any alteration or extension of time made by the County with respect to the Permit.
3. Whenever the County has declared the Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than 30 days following receipt of such notice) specify in written notice to the County which actions the Surety will take to remedy the default, and shall thereafter promptly:
 - a. Remit all sums due and payable to the County hereunder; and
 - b. Remedy all non-monetary defaults or request the County to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under the Permit and this Bond, and pay the County, in cash, up to and including the penal sum of this Bond as reimbursement of all payments (whether interim or final) made by the County for such work together with all other reasonable costs and expenses incurred by the County as a result of Principal's default and Surety's request, including but not limited to those for mitigation of the County's losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.
4. No rider, amendment, or other document modifies this Bond unless in writing and accepted by the County.
5. Surety shall give the County not less than 60 days written notice of any expiration or termination of this Bond. Notice shall be sent to King County, Records and Licensing Services Division, Scooter Share Pilot Program, 500 Fourth Avenue, Room 411, Seattle, WA, 98104.

///

///

///

///

///

///

///

NOTE TO PRINCIPAL REGARDING SIGNATURE(S): This bond must be signed by the president or vice-president of a corporation; member, or if designated, manager of a limited liability company; managing general partner of a partnership; managing joint venturer of a joint venture; or owner(s) of a sole proprietorship. If the bond is signed by a person with any other title or position, Principal must attach currently-dated, written proof of that person's authority to bind Principal, identifying and quoting the corporate articles of incorporation, bylaws, partnership agreement, resolution, L.L.C. certificate of formation, or other document that authorizes delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation is in full force and effect.

IMPORTANT: Every Surety named on this bond must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or have a current rating of at least A-:VII in A. M. Best's Key Rating Guide. Additionally, every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

FOR SURETY:

By _____

(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR PRINCIPAL:

By _____

(Signature(s) of authorized signer(s) for Principal)

(Type or print name(s) and title of signer(s) for Principal)

(Type or print telephone number(s) of signer(s) for Principal)

STATE OF _____)

) ss: **(PRINCIPAL'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Principal so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is/are authorized to execute said bond for the Principal named therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.

STATE OF _____)

) ss: **(SURETY'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.