

## **Dockless Vehicle Permit and Revenue Agreement**

This Dockless Vehicle Permit and Revenue Agreement (the Agreement) is made and entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation, hereinafter called the “City” and Bird Rides, Inc., a Delaware corporation, hereinafter called the “Permittee”. City and Permittee may be individually referred to as a “Party” and cumulatively referred to as the “Parties.”

This Permit is granted subject to the terms and conditions set forth below:

1. Term. This Permit shall expire on the 30<sup>th</sup> day of September, 2025, and may be renewed for one additional year at City’s discretion.
2. Definitions. For the purpose of this Permit, the following terms shall apply:
  - a. *ADA Ramp* means a combined ramp and landing to accomplish a change in level at a curb in order to provide access to pedestrians using wheelchairs, other devices or aids.
  - b. *City* means the City of San Antonio.
  - c. *Director* means the Director of the City’s Center City Development and Operations Department.
  - d. *Dockless Vehicle* means a bicycle equipped with GPS, an electric bicycle, or a motor assisted scooter that is available for use for a fee.
  - e. *Fleet* means all Dockless Vehicles owned by the Permittee operating in the City.
  - f. *Motor Assisted Scooter (Scooter)* means a self-propelled device, not including a pocket bike or mini-motorbike, with:
    - i. At least two (2) wheels in contact with the ground during operation;
    - ii. A braking system capable of stopping the device under typical operating conditions;
    - iii. A gas or electric motor not exceeding forty (40) cubic centimeters;
    - iv. A deck designed to allow a person to stand or sit while operating the device; and
    - v. The ability to be propelled by human power alone.
  - g. *Permittee* means the sole proprietorship, partnership, association, corporation, or agency that is the named holder of a permit issued by the City as identified above.
  - h. *Right of Way* means streets, sidewalks, alleys, and other pathways open to the public, excluding those found in public parks.

- i. *User* means the person who is in actual physical control of a Dockless Vehicle.

3. Permit. The City provides a revocable non-exclusive permit to Permittee that allows Permittee to provide and locate Dockless Vehicles within the City for Permittee's customers and Users to operate Dockless Vehicles subject to, and in accordance with, state and local laws. This authorization is not a lease or an easement and may be revoked by the City consistent with the terms of this Agreement.

4. Dockless Vehicle Fleet. Permittee is authorized to operate and make available up to 1,000 Dockless Vehicles to Users. At the discretion of the Director, the number of Dockless Vehicles available for operation may be increased. All Dockless Vehicles that are part of the Fleet shall:

- a. Comply with all applicable local, state, and federal laws and regulations covering Dockless Vehicles;
- b. Include a front light that emits white light visible from a distance of at least 500 feet in front of the Dockless Vehicle and a rear red reflector or light that is visible when directly in front of motor vehicle headlamps from a distance between 50 to 300 feet to the rear of the Dockless Vehicle; or a lamp that emits a red light visible from the distance of 500 feet to the rear of the Dockless Vehicle;
- c. Be branded with an identification number and the Permittee's logo to identify Permittee's Dockless Vehicles;
- d. Be attractive, highly durable, theft and vandal resistant, able to reasonably withstand weather conditions, safe, and easy to use by a wide range of Users;
- e. Come with a self-locking mechanism and remain upright when parked; and
- f. Dockless Vehicles may not display any third-party advertisements unless expressly authorized and approved by the City.
- g. Permittee must seek and receive approval from the Director to augment the type or model of vehicle to be deployed in the right-of-way.

5. Timeframe for Correction. Permittee shall have one (1) hour to address violations within prohibited areas identified in City Code, for violations that create an obstruction that conflicts with ADA access, such as vehicles that do not leave 36" of clear walk path or that interfere with curb ramps as defined in section 6 of this agreement.

6. Dockless Vehicle Parking. The City may designate or create parking zones that will be identified and provided to Permittee. City may add, remove, or modify specific locations for parking in coordination with Permittees and such areas will be identified as an Attachment to this Agreement that can be modified at the discretion of the Director. In addition to the creation of parking zones, the Director shall also have the discretion to prohibit deployment or parking in specific areas. This

authority for the Director to prohibit deployment in a specific location is intended to address unforeseen safety issues or to address inappropriate deployment around specific features, such as landmarks or arenas. It does not extend to prohibiting deployment or use within neighborhoods, along major thoroughfares, or in larger geographic areas.

Notwithstanding the creation of designated parking zones, all parking must be in accordance with the following:

- a. Dockless Vehicles shall be parked in accordance with San Antonio City Code requirements;
- b. Dockless Vehicles must meet the following parking restrictions when parked on the sidewalk:
  - i. Dockless Vehicles can only be parked on hard surfaces (e.g. concrete, asphalt, brick);
  - ii. Dockless Vehicles shall not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps, meaning within five feet of the slope change that signifies the start of the curb ramp;
  - iii. Permittee may not deploy more than six vehicles in a group or cluster on a sidewalk; no group of permittee's deployed vehicles can be within twenty-five (25) feet of another; and, permittee cannot deploy more than fifteen vehicles on a single block face. Vehicles deployed within any on-street parking coral do not impact this maximum count and can be deployed in numbers larger than six within the corral.
  - iv. Dockless Vehicles parked on sidewalks must not reduce the minimum ADA clear sidewalk width of thirty-six (36) inches; and
  - v. Aside from specifics set out within this Agreement, all Dockless Vehicles must be parked in accordance with City Code requirements.
- c. Dockless Vehicles may be parked on private property only with the permission of the private property owner;
- d. Dockless Vehicles shall stand upright when parked;
- e. Permittee must actively manage the Dockless Vehicle Fleet to ensure orderly parking and the free and unobstructed use of the Right-of-Way.
- f. Permittee will use all of its communication platforms to educate Users on proper Dockless Vehicle parking and will incentivize proper parking. Specific parking incentives will be established in coordination with the companies within the Parking Framework Plan.
- g. When permittee is notified that a Dockless Vehicle is incorrectly parked, it must

be cured consistent with time periods established within City Code or described in Section 5 of this agreement.

- h. If a Dockless Vehicle has not moved from the same location for three (3) consecutive days, the Permittee will relocate the vehicle to another block face.
- i. Permittee shall not allow parking of Dockless Vehicles or trips to terminate on properties that have been designated by the City as sensitive areas that should be geo-fenced to restrict operation, travel and parking in those areas.
- j. Parking Framework. The Director will issue a Parking Framework that addresses additional guidelines and specifications for parking and identifies prohibited areas for operations and parking. The Director is authorized to amend the Framework as necessary to effectuate and ensure the safe, efficient, and optimized operation of dockless vehicles in the City. Upon completion, and consultation with Permittee, the Parking Framework will be made a part of this Agreement as Exhibit D.
- k. Impounding. The City shall have the option to impound Dockless Vehicles that are parked in violation of City standards and have not been corrected within the timeframe noted in Section 5 above, or may immediately impound Dockless Vehicles that create a potentially hazardous condition or safety concern for the public, such as vehicles within the road or in another dangerous condition. Dockless Vehicles that are impounded will continue to count towards the total number of permitted Dockless Vehicles within Permittee's Fleet.
- l. ADA Access. Permittee acknowledges that keeping access to ADA ramps and sidewalks clear for pedestrian use is a point of emphasis for the City and that failure to address these issues in a timely manner will subject the Permittee to possible penalties under this Agreement.

7. Communication with City and Operational Requirements.

- a. The Permittee must appoint a key point of contact for the Permittee's operations.
- b. The key point of contact or a designee must attend all meetings required by the City in order to implement, monitor, and evaluate the program in accordance with this permit. The Permittee must develop, prepare, update, and distribute reports as required by this agreement, unless otherwise instructed by the City.
- c. The Permittee shall be responsible for managing and directing the day-to-day operations of the program, including reporting on resolution of complaints or concerns identified through the City's 311 service.
- d. The Permittee must designate and maintain a fleet manager with a presence within the City Limits during business hours Monday-Friday.

- e. Permittee must maintain an operational center within the San Antonio Metropolitan Statistical Area throughout the life of this contract.
  - f. An annual report citing the number of employees within City Limits by position type, the minimum and average wages paid to those positions, and a description of benefits shall be provided to the Director.
8. Customer Communication and Outreach. Permittee shall:
- a. Educate customers regarding laws applicable to riding and operating a Dockless Vehicle in the City, including but not limited to: prohibitions regarding sidewalk riding; prohibited areas of operation and riding (e.g. River Walk, Alamo Plaza, public parks); minimum age, and the prohibition of tandem riding. These specific rules must be prominently displayed on the vehicle either through an applied decal or an attached card or placard.
  - b. Instruct customers on how to park a Dockless Vehicle legally and properly;
  - c. Encourage the wearing of helmets while riding and operating a Dockless Vehicle within the City.
  - d. Provide a mechanism for customers to easily and quickly notify the Permittee that there is a safety or maintenance issue with the Dockless Vehicle, such as in a mobile application;
  - e. Provide sufficient staff to handle rentals, Dockless Vehicle dispatching, operations, customer relations, and other administrative responsibilities as required by this permit;
  - f. Maintain a 24-hour customer service phone number for customers to report safety concerns or complaints, or ask questions with a maximum one (1) hour response time;
  - g. Provide customer service via mobile application, website and toll-free phone number enabling customers, residents, or the City to ask questions, report Dockless Vehicles that are damaged or improperly parked, request refunds or otherwise receive support;
  - h. At the discretion of the City, annually distribute a customer survey developed by the City.
  - i. Lead outreach efforts to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on operations and obtain feedback.
  - j. Hold at least two events per quarter that both provide information to Users regarding rider safety and free helmets to enrolled or prospective Users.

- k. Provide a method for users to contact a local operations center and receive a free helmet within 5 business days. City intends to place this information on its website. Permittee must notify City of any changes to this program or changes in related contact information.
- l. Make 1,500 free helmets available each calendar year.
- m. Provide a quarterly report to the Director or his/her designee(s) that outlines the number and location of events from the last quarter, the approximate number of attendees, the content covered, and the number of helmets distributed at the event.

9. Payment Options and Equity Programs

- a. Permittee agrees to offer cash and non-smartphone payment options consistent with the programs referenced within their proposal. Permittee will provide the low-income plans designed to maintain affordability and accessibility for low income users as outlined in their proposal submitted to the City. Such plans, including pricing and eligibility criteria, may not be substantially amended during the duration, including any extension period, of this agreement. Refer to Exhibit C for permittee's minimum requirements regarding equity programs, services to unbanked populations, and methods for use without a smart phone.
- b. Permit holder agrees to conduct a marketing campaign at its own cost to promote the use of Dockless Vehicles particularly among low-income residents.
  - i. At least four of the community events referenced in §8(j) of this agreement must be held within census tracts that permittee services that have an overall ranking of 8 or higher in the City's Equity Matrix + Demographic Indicator Maps. This tool can be found on the website of the Office of Equity. Community and education events at low income housing developments are encouraged.
- c. Permit holder shall maintain a website, application (App), and service agreement in both English and Spanish.

10. Technology

- a. Permittee must use commercially reasonable efforts to offer state-of-the-art Dockless Vehicle-share technology utilizing the following advanced technologies:
  - i. A mobile application to accept payments, handle all aspects of rental transactions, and provide information on Dockless Vehicle availability and locations;
  - ii. GPS technology or equivalent technology to provide real-time tracking

of Dockless Vehicle location and routes and to record trip data;

- iii. RFID and/or NFC technology that enables customers to rent Dockless Vehicles from mobile devices, access cards or other similar devices; and
- iv. Geofencing ability to virtually designate parking areas, and restrict or limit access to sensitive areas, to support Dockless Vehicle Fleet management.
  - 1. As of the effective date of this agreement, permittee is required to have implemented geofencing around all prohibited areas city-wide (see §5). Through geofencing or BLE technology:
    - i. Vehicles must stop within 10 feet of entering a prohibited area;
    - ii. The vehicle or the application must provide haptic and/or audible warnings alerting a rider they have entered a prohibited area;
    - iii. A ride cannot end within a geofenced area.
- v. All vehicles that permittee deploys must have a gyroscope or other feature(s) that can accurately sense whether a vehicle has tipped or fallen. Operators must proactively correct tipped vehicles within two hours without notice by the City.
  - 1. Permittee shall provide a monthly report demonstrating the number of tipped vehicles, the average correction time, and a list of all instances where a tipped or fallen vehicle was not corrected within two hours. The list of vehicles not corrected within two hours must include: the vehicle number, the date and time it fell, the date and time it was corrected, and the location with coordinates.

11. Condition of Right of Way

- a. City makes the Right-of-Way available to Permittee in an "AS IS" and "WITH ALL FAULTS" condition. City makes no representations or warranties concerning the condition of the Right-of-Way or its suitability for use by Permittee or its customers and Users, and assumes no duty to warn either Permittee or its customers and Users concerning conditions that exist now or may arise in the future; and
- b. City assumes no liability for loss or damage to Permittee's Dockless Vehicles, or other property. Permittee agrees that City is not responsible for providing

security at any location where Permittee's Dockless Vehicles are stored or located, and Permittee hereby waives any claim against City in the event Permittee's Dockless Vehicles, or other property are lost, damaged, or stolen.

12. Maintenance and Care of portion of Right-of-Way: Permittee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of the Permittee's use of Right-of-Way and other City property. Should Permittee fail to repair, replace, or otherwise restore such real or personal property, Permittee expressly agrees to pay City's costs in making such repairs, replacements, or restorations. In the instance of failure to pay, the City may take whatever actions are necessary under this Agreement or at law, up to and including termination of the Agreement.

13. Operations & Maintenance.

- a. Permittee shall be responsible to maintain the Dockless Vehicle Fleet. Permittee shall be solely responsible for all maintenance and service costs in order to maintain the Dockless Vehicle Fleet and associated maintenance;
- b. Permittee must provide ground operations to ensure the safety, accessibility, and placement of Dockless Vehicles throughout the City. Permittee's operational responsibilities include but are not limited to:
  - i. Daily Bicycle or Dockless Vehicle rebalancing and distribution throughout the City to ensure functional Dockless Vehicles are operational daily;
  - ii. Pick-up and replacement of Dockless Vehicles found parked in violation of City Code and this Permit within the specified period of time;
  - iii. Prompt pick-up and repair, or replacement, of Dockless Vehicles that are reported to be in unfit riding condition. In addition, all vehicles reported as broken must be immediately disabled to prevent rental and use.
- c. User Behavior. Permittee must provide a mechanism to track, educate, incentivize and penalize Users who do not operate and/or park Dockless Vehicles in accordance with the laws of the state and City Code. The City will coordinate with the Permittee to establish a reporting system for citations or violations issued by the City to Users.

Permittee will implement an escalating system to penalize and ban Users that violate parking and operation rules as further developed and included in ExhibitE, including but not limited to the actions identified below:

- i. Inappropriate parking or discarding of a Dockless Vehicle;
- ii. Underage riding (younger than 16 years of age);



- iii. Multiple passengers or “tandem riding” of a Dockless Vehicle;
  - iv. Identified dangerous or unsafe operation of a Dockless Vehicle;
  - v. Sidewalk riding; and
  - vi. Cumulative violations of the above.
- d. Permittee will be required to develop or incorporate end of ride parking photos into their application as agreed upon by the Parties.
  - e. Permittee agrees to execute, within 120 days of contract start date, sidewalk riding implementation plan captured in Exhibit A.

14. Impoundment of Dockless Vehicles

- a. The City may impound Dockless Vehicles which:
  - i. Are an immediate hazard to health and safety, such as vehicles left or fallen into a roadway; or
  - ii. Vehicles that are not operated and/or parked in accordance with state law and city ordinances and the Permittee has not timely responded to a complaint and/or collected a Dockless Vehicle in accordance with this Agreement;
- b. Every Dockless Vehicle that is impounded may only be redeemed and released by paying a fee of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** to the City for each Dockless Vehicle; and
- c. Upon forty five (45) days notice of impoundment, each Dockless Vehicle that remains within the possession of the City shall become and remain the property of the City.
- d. Impounded Dockless Vehicles will continue to be included in the total count of Dockless Vehicles authorized for the Permittee’s Fleet. At the expiration of the forty five (45) day impoundment period the forfeited Dockless Vehicle may be replaced in the Fleet by Permittee.

15. Data Collection and Reporting. Permittee must provide the City and our designees with additional data in the format and frequency approved by the City. This includes, but is not limited to, providing and maintaining an Application Programming Interface “API” that provides the Mobility Data Specification “MDS”, the General Bikeshare Feed Specification “GBFS”, and any other database that becomes commonplace within the Dockless Vehicle industry.

- a. Data Security:
  - i. Permittee shall be responsible for providing secure system applications; and
  - ii. Permittee shall provide the appropriate safeguards within the environment, and should include the use of encryption software and unique IDs and passwords to protect the data's confidentiality, integrity, and availability. All applications must meet security standards appropriate for the information type that they will be storing, processing or transmitting.
- b. Permittee agrees to work with the City's Information Technology Services Department to identify the appropriate form of data and aggregation for the City's use.
- c. The Parties acknowledge that information provided under this Agreement may be subject to disclosure under the Texas Public Information Act. Data collected by the City will be, except as otherwise required by law, kept confidential by the City. In the event of a request for disclosure, City will provide Permittee with notice of such request.
- d. Any reporting required under this contract, or otherwise required by City, are to be provided to City within seven business days of the time period referenced for the report [e.g. monthly reports are required within seven business days following the last calendar day of the prior month.].
- e. Monthly data reporting requirements are listed in the City of San Antonio Municipal code Sec. 19.664 (d) & (g).

16. Financial Considerations.

- a. Permittee shall pay City an annual fee of **TEN DOLLARS AND NO/100 DOLLARS** per Dockless Vehicle that is authorized under this Agreement. For year one of this Agreement, payment shall be made within thirty (30) days of the execution of this Agreement. Payment will be due on January 1 of subsequent years of the Agreement.
- b. Permittee shall pay City a one-time non-refundable infrastructure fee of **FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00)** upon execution of this Agreement. Payment shall be made by October 20<sup>th</sup>, 2023.
- c. Permittee will pay City a fee of 30 cents (\$ .30) per ride on a quarterly basis. Payments shall be made by the 20<sup>th</sup> day of the first month of each quarter (January, April, July, October).

- d. All payments shall be paid to City at the following address:

*City of San Antonio  
Finance – Revenue Collections  
PO Box 839966  
San Antonio, TX  
78283*

17. Penalty Provisions. If the Permittee fails to meet the requirements set out in the Agreement, the City will have the option of assessing escalating penalties to ensure performance and adherence to the terms of this Agreement. The City is not required to utilize these penalty provisions and reserves the right to exercise its ability to revoke or suspend a permit for operation or to terminate this Agreement for material breaches of this Agreement or to otherwise act in accordance with the provisions of this Agreement. Penalties may be assessed for failing to comply with this Agreement as set out below:

- a. Failure to timely and adequately address issues related to ADA access.  
Examples of ADA issues include, but are not limited to, blocking curb ramps or parking or deployment on sidewalks that fails to provide 36” of clear walk path.
- i. If Permittee fails to timely or adequately address and correct issues related to improper parking or other obstruction of ADA Ramps or other accessibility routes on more than five (5) occasions in one month, the City may penalize Permittee \$500.00 per additional violation.
  - ii. If Permittee fails to address and correct ADA issues on more than fifteen (15) occasions in a quarter, each subsequent violation may be penalized at \$1,000.00 per violation.
  - iii. If Permittee fails to address ADA issues more than fifteen (15) times in a quarter, the City will have the option to reduce the permitted number of Dockless Vehicles in the Permittee’s Fleet by 10% in the following quarter.
- b. Failure to timely and adequately address all other violations, including the removal of vehicles from prohibited areas and correcting fallen vehicles.
- i. If Permittee fails to timely or adequately address and correct improper parking issues on five (5) or more occasions within a month the City may penalize Permittee \$100.00 per additional violation.

c. Failure to comply with sections 13 and 15 of the Agreement.

- i. Notwithstanding the cure provisions in this Agreement, if Permittee fails to comply with provisions set out in Sections 13 and 15 of the Agreement, the City may penalize Permittee \$100.00 per day, per violation.

- d. The penalty provisions established above will not apply to the initial quarter of the Agreement period (October- December 2023).

18. Third-Party Monitoring & Enforcement.

At City's discretion, City may contract with a third-party to enforce any terms of this contract to the extent it deems necessary. This may include the collection of any fines or penalties to be owed by Permittee.

Permittee agrees to provide City's contractor with any data, including MDS and GBFS data that Permittee is to provide to the City under this agreement.

19. Record Retention and Public Disclosure.

- a. Permittee shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.
- b. Permittee shall retain any and all documents produced as a result of services provided hereunder for a period of three (3) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Permittee shall retain the records until the resolution of such litigation or other such questions. Permittee acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Permittee to return said documents to City prior to or at the conclusion of said retention.
- c. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a

right of access to it. Therefore, if Permittee receives inquiries regarding documents within its possession pursuant to this Agreement, Permittee shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition.

- d. City will provide notice to Permittee if it receives requests for information so that Permittee may provide any argument or information to the Texas Attorney General's Office regarding its belief that such requested information may be confidential or otherwise subject to being withheld from release.
- e. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

20. Termination. For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Section 1, or earlier termination pursuant to any of the provisions hereof.

- a. Termination Without Cause. This Agreement may be terminated by either party upon 90 calendar days written notice, which notice shall be provided in accordance with this Agreement.
- b. Termination For Cause. Upon written notice, which notice shall be provided in accordance with this Agreement, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
  - i. The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.
  - ii. Bankruptcy or selling substantially all of company's assets.
  - iii. Investigation or indictment of the Permittee or any of its executives for felonies or regulatory violations subject to penalties or enforcement actions that may materially affect Permittee's operations, or that may impact the integrity and reputation of the City.
- c. Defaults With Opportunity for Cure. Should the Permittee default in the performance of this Agreement in a manner stated below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. The Permittee shall have ten (10) calendar days after receipt of the written notice to cure such default. If the Permittee fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another entity to provide Dockless Vehicle services as established in this Agreement.

- i. Failing to perform or failing to comply with any covenant herein required.
  - ii. Performing unsatisfactorily.
- d. Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- e. Regardless of how this Agreement is terminated, Permittee shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the Agreement, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Permittee in accordance with the Records Retention provisions of this Agreement. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Permittee's sole cost and expense.
- f. Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, Permittee shall submit to City any remaining monies owed to City under this Agreement through the effective date of termination.
- g. Upon the effective date of expiration or termination of this Agreement, Permittee shall cease all operations within the City as authorized by this Agreement.
- h. Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Permittee for any default hereunder or other action.

21. Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the City:**

Name  
 Title  
 Center City Development Office  
 Address  
 San Antonio, TX 78205

**If to the Permittee:**

Name  
 Title  
 Entity  
 Address  
 City, State, Zip

22. Insurance.

A) Prior to the commencement of any work under this Agreement, Permittee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Dockless Vehicle Operations*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Center City Development and Operations. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) Permittee’s financial integrity is of interest to the City; therefore, subject to Permittee’s right to maintain reasonable deductibles in such amounts as are approved by the City, Permittee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Permittee’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$2,000,000 per occurrence; \$4,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*If Respondent owns or uses any automobiles in the operation of the Contract.	
5. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its

	equivalent in Umbrella or Excess Liability Coverage.
6. Umbrella	<b>\$1,000,000.00</b> per occurrence combined limit <u>Bodily Injury</u> (including death) and <u>Property Damage</u> .
7. Pollution/Environmental Liability	<p>\$1,000,000 per occurrence;  \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.</p> <p>Coverage to be maintained and in effect for no less than five years subsequent to the completion of the project.</p>

D) Permittee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Permittee herein, and provide a certificate of insurance and endorsement that names the Permittee and the CITY as additional insureds. Permittee shall provide the CITY with said certificate and endorsement prior to the commencement of any operations by Permittee. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Permittee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Permittee shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Center City Development and Operations  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) Permittee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;



- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Permittee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Permittee’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Permittee’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Permittee to stop work hereunder, and/or withhold any payment(s) which become due to Permittee hereunder until Permittee demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Permittee may be held responsible for payments of damages to persons or property resulting from Permittee’s or its subcontractors’ performance of the work covered under this Agreement.

J) It is agreed that Permittee’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Permittee and any subcontractors are responsible for all damage to their own equipment and/or property.

## **23. INDEMNIFICATION.**

- a **Permittee covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to**

**Permittee' activities under this Agreement, including any acts or omissions of Permittee, any agent, officer, director, representative, employee, consultant or subcontractor of Permittee, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT PERMITTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- b. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Permittee shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or Permittee known to Permittee related to or arising out of Permittee' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Permittee's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Permittee of any of its obligations under this paragraph.
- c. Defense Counsel - Permittee shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Permittee fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Permittee shall reimburse City for all costs related to retaining defense counsel until such time as Permittee retains Counsel as required by this section. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- d. Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Permittee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Permittee or any subcontractor under worker's compensation or other employee benefit acts.

24. Audit.

- a. The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit consistent with and related to local operations and the terms of this Agreement. In accordance herewith, the Permittee agrees to make available to City all accounting and records of Dockless Vehicle operations related to this Agreement.
  - i. Permittee shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after the termination of this Agreement, save and except there is litigation or if the audit report covering such agreement has not been accepted, Permittee shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Permittee in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
  - ii. The City may, in its sole and absolute discretion, require Permittee to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, Permittee shall abide by such requirements.

25. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

26. Amendments. Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Permittee. The Director may execute parking plan, Fleet size, and sensitive area designations with no further requirement for City Council approval.

27. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

28. Legal Authority. The signer of this Agreement for Permittee represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Permittee and to bind Permittee to all of the terms, conditions, provisions and obligations herein contained.

29. Entire Agreement. This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the City and Permittee.

30. Assignment and Subletting. This Permit is personal to Permittee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of City.

31. Default. It is understood and agreed that, in case of default by Permittee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after City notifies Permittee of such default, City may, at its election, terminate this Permit and upon such termination all rights of the Permittee hereunder shall cease and come to an end. If such termination results from Permittee's default there shall be no prorated refund to Permittee of the Permit fee for the then current term. However, in the event that termination of this Permit is for the convenience, City shall refund to Permittee the prorated portion of the Permit fee for the then current term. If Permittee files for bankruptcy it shall be a default under this Permit.

32. Non-Discrimination. As a party to this contract, Permittee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

33. Independent Contractor. Permittee covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Permittee shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of “respondeat superior” shall not apply as between City and Permittee, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Permittee. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Permittee under this Agreement and that the Permittee has no authority to bind the City.

34. Nonwaiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

35. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

36. Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

37. Incorporation of Exhibits. Each of the referred to in this Agreement is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted with this document taking priority over all exhibits.

38. Authority to Sign. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Permit on behalf of the parties hereto.

**EXECUTED** as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF SAN ANTONIO**

**PERMITTEE**

By: \_\_\_\_\_

Lori Houston  
Assistant City Manager  
City of San Antonio

By: Austin Marshburn

Name: Austin Marshburn  
Title: Sr. Director, Government Partnerships  
Entity: Bird Rides, Inc.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Exhibit A Sidewalk Riding Implementation Plan

The City of San Antonio has identified primary and secondary sidewalks to be geofenced by permittee to restrict sidewalk riding, within 120 days of contract start.

Permittee requirements within the first 120 days:

- Geofence all phase I and phase II sidewalks
- Implement audible voice alerts through vehicle and speed throttling to 3 MPH for all scooters that violate a geofence sidewalk zone
- Test and make adjustments to improve reliability of geofenced sidewalk zones
- Provide progress updates to City staff every 30 days to monitor progress of implementation

Upon completion and testing of the Sidewalk Riding Implementation plan, permittee will work with City staff to determine any sidewalks in operations area that would benefit from sidewalk riding technology and deployment.

Primary Sidewalks	
Street	Boundary
Market/ Dolorosa st.	Tower of the Americas way --> S Pecos st.
Commerce st.	Hoefgen Ave --> N Pecos st.
Houston st.	Bowie st. --> N Pecos st.
Navarro st.	Pecan St. --> St. Mary's st.
St. Mary's st.	Navarro St. --> Cesar Chavez blvd.
Alamo St./ Alamo Plaza	E Jones ave. --> S Flores st.
Flores st.	W Martin st. --> E Cevallos st.
Losoya st.	Broadway --> S Alamo st.
Soledad st.	Navarro st. --> E Commerce st.
Main ave.	Navarro st. --> E Commerce st.
Broadway	Newell Ave. --> E Houston st.

Secondary Sidewalks	
Street	Boundary
E Cesar Chavez blvd.	I-37 frontage rd. --> Santa Rosa st.
Nueva st.	S Alamo st. --> Santa Rosa st.
Travis st.	Avenue E --> Santa Rosa st.
E Pecan st.	Broadway --> W Martin st.
Martin st.	Broadway --> Santa Rosa st.
College st.	Losoya st. --> S St. Mary's st.
Crockett st.	Alamo Plaza --> S St. Mary's st.
Jefferson st.	Auditorium Circle --> E Houston st.
N Presa st.	E Houston st. --> E Commerce st.
S Presa st.	E Market st. --> Florida st.
S St Mary's st.	E Cesar Chavez blvd. --> Florida st.





## Exhibit B

### Third Party Monitoring and Enforcement

The City of San Antonio has contracted with a third-party data aggregator to monitor and enforce vehicle count and device caps, Vehicle zone/blockface deployment counts, vehicle deployment locations and device distribution, and No Park Zone violations in select geographies.

The third-party entity will monitor for dockless vehicle violations of no park zones beyond one hour, and administer fines according to contract section 17.b, for violations in the following geographies:

- Alamo Plaza
- Riverwalk
- Main Plaza
- La Villita
- Hemisfair Park
- Market Square
- San Pedro Creek Culture Park

Billing Terms for Third-Party Enforcement:

Permittee will be invoiced monthly by the third-party entity on behalf of the City of San Antonio for all violations of the outlined No Park Zones.

Appropriate Use of MDS Table

Appropriate Use of MDS	<ul style="list-style-type: none"> <li>• Vehicle count and device cap</li> <li>• Vehicle zone/blockface deployment count</li> <li>• Vehicle deployment locations and device distribution</li> <li>• Total Rides and per-trip fees</li> <li>• Stationary/idle vehicles</li> <li>• No Park Zone violations in a select geographies: Alamo Plaza, Riverwalk and other prohibited areas detailed in City Code (Chapter 19, Article XIX, Sec. 19.661 (a) (5))</li> </ul>
Inappropriate use of MDS	<ul style="list-style-type: none"> <li>• Automatic fines for No Ride Zone violations (including sidewalk riding)</li> <li>• Automatic fines for No Park Zone or parking corral violations</li> <li>• Speed limit detection</li> </ul>
In-Person Enforcement	<ul style="list-style-type: none"> <li>• Illegal parking <ul style="list-style-type: none"> <li>◦ Stray vehicles left in No Park Zones</li> <li>◦ Blocking ADA access, curb cuts, etc.</li> </ul> </li> <li>• Broken and inoperable devices</li> <li>• No Park Zone violations (aside from Alamo Plaza, Riverwalk and areas outlined in 'Appropriate Use of MDS')</li> </ul>

Exhibit C  
Equity Programs, Options for the “Unbanked”, and Smart Phone Free Programs

BIRD

**Bird Community Pricing**

Bird Community Pricing provides the following eligible riders with 50% off our standard unlock and per-minute fee: people living on low incomes; senior citizens; Pell Grant recipients from colleges and universities across the region, including UTSA; and employees of pre-approved community-based organizations and nonprofits in San Antonio.

**Equity Zone Pricing**

Bird will work with the City to explore automatically discounting trips starting in any of San Antonio’s Equity Zones—census tracts with high overall equity scores (8 out of 10 or higher)—by 25%. Riders will not need to be enrolled in Bird Community Pricing to take advantage of this discount.

**Bird Ride Credits:** Bird will give away a significant number of ride credits annually to encourage low-income San Antonio residents to try our service. Our local team will partner with a variety of community groups, local organizations, and nonprofits to reach our target audience. Coupon codes will be printed on multilingual flyers that provide additional information on our service, including details on low-barrier access options like Bird Community Pricing (low-income plan), and non-smartphone and cash-based options.

Additional services to be provided as outlined in Bird’s RFP submittal:

Text to Ride Services: Must provide text to ride services for users without access to cell phones.

Cash Payment: Must provide options for unbanked residents or residents that choose not to provide Bird with a credit card or personal debit card. Options include prepaid debit cards or cash to load programs.

## Exhibit D Parking Framework



### Dockless Vehicle Parking Framework

On December 19, 2019, the City of San Antonio approved a Dockless Vehicle Permit and Revenue Agreement with two (2) dockless vehicle vendors. Under the agreement, the Center City and Development Operations Department has developed a Dockless Vehicle Parking Framework for the reference of vendors, stakeholders and residents.

#### Location Equipment and Installation Efforts

CCDO has identified areas where these parking stations will be located to include sidewalk Right-of-Way (ROW) areas, City-owned parking lots and on-street metered parking spots. The proposed sites have been reviewed with Council District 1, Centro San Antonio, resident organization stakeholder groups, Conventions Sports Facilities Department and Public Works Department. A parking location map (attached) has been developed to identify vehicle parking locations and will be adjusted based on identification of new areas, closure, or removal of locations due to on-going construction or event activity. The City of San Antonio has authorized and designed 4 different types of dockless vehicle parking stations:

#### Off- Street Right of Way (Sidewalk) – High Profile

These locations will be at high traffic street corridors such as Houston, Commerce, Market, Alamo and St. Mary's, Main and Soledad.



#### Off-Street Locations (Sidewalk) - Lesser Profile

These locations are in the downtown area but may exhibit smaller right-of-way clearance. These streets may include Presa, Losoya, Crockett, Pecan and Travis.



### **High Profile Off-Street Locations**

These locations will be primarily located at high activity locations such as the Convention Center, City Hall and other identified facilities. \_\_\_\_\_



### **On-Street/Parking Lot Locations**

These locations have been identified at City-owned facilities and other on-street locations to include areas that do not have sufficient parking areas on sidewalk. \_\_\_\_\_



In addition to the creation of parking zones, the Director shall have the discretion to prohibit deployment or parking in specific areas. The Director reserves the right to request vehicle removal at specific locations due to an emergency or planned celebratory event. This authority is intended to address safety issues or

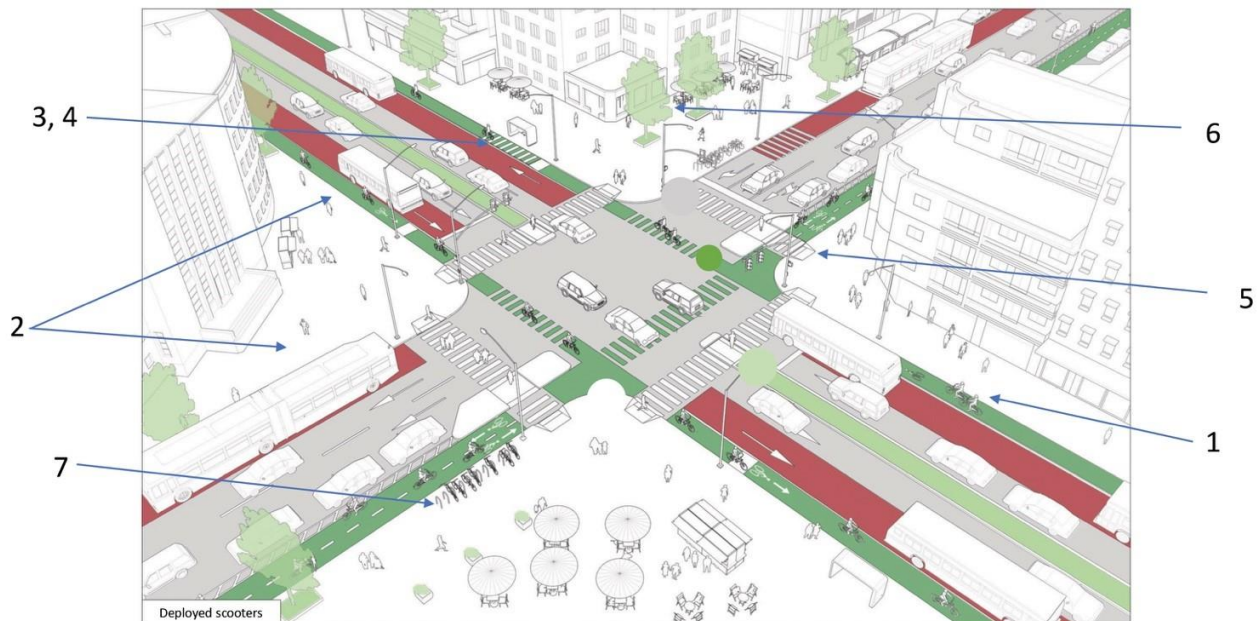
to address inappropriate deployment around specific features, such as landmarks or arenas. It does not extend to prohibiting deployment or use within neighborhoods, along major thoroughfares, or in larger geographic areas. **Under the ordinance, it prohibits the use and deployment, operations and riding of the dockless vehicles in certain areas to include the River Walk, Alamo Plaza, and all public parks.**

### **Best Practices for Dockless Vehicle Deployment**

All dockless vehicle deployments must meet with following Ordinance requirements when parked on the sidewalk:

- Vehicles can only be parked on hard surfaces (e.g. concrete, asphalt, brick).
- Shall not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps, meaning within five feet of the slope change that signifies the start of the curb ramp.
- Permittee may not deploy more than six vehicles in a group or cluster on a sidewalk; no group of permittee's deployed vehicles can be within twenty-five (25) feet of another; and, permittee cannot deploy more than twenty-five vehicles on a single block face. Vehicles deployed within any on-street parking corral do not impact this maximum count and can be deployed in numbers larger than six within the corral.
- Vehicles parked on sidewalks must not reduce the minimum ADA clear sidewalk width of thirty-six (36) inches.
- Permittee acknowledges that keeping access to ADA ramps and sidewalks clear for pedestrian use is a point of emphasis for the City and that failure to address these issues in a timely manner will subject the Permittee to possible penalties under agreement.

### **Example of parking at an intersection:**



1 -May be parked on sidewalk as long as 3ft remains clear for pedestrian traffic

•Exclusions to parking bicycles or scooters on sidewalks:

- 2 -Within 8' of a bus stop pole or bus shelter.
- 3 -In commercial or pedestrian loading zones.
- 4 -Within 4' of street furniture that requires pedestrian access (for example -benches, parking pay stations, transit information signs, etc.).
- 5 -Interfering with a curb ramps, entryways, or driveways.
- 6 -Within 8' of a building entrance
- 7 -May park in a bike rack but may not park in a B-Cycle docking station
- 8 -May not park in Prohibited Areas (ADA ramps, Riverwalk, Alamo Plaza, Main Plaza, Market Square, La Villita, City parks & trails)\*\*\*

\*\*\* Not depicted –located citywide, across ten council districts

### **Other Rules of Engagement**

- Dockless Vehicles may be parked on private property only with the permission of the private property owner.
- Dockless Vehicles shall stand upright when parked and must be corrected as observed and notified by City or resident reports within contract terms.
- Permittee must actively manage the Dockless Vehicle Fleet to ensure orderly parking and the free and unobstructed use of the Right-of-Way.
- When permittee is notified that a Dockless Vehicle is incorrectly parked, it must be cured consistent with time period described in Section 5 of Council approved dockless vehicle agreement.
- If a Dockless Vehicle has not moved from the same location for three (3) consecutive days, the Permittee will relocate the vehicle to another block face.

### **Impoundment of Dockless Vehicles**

The City shall have the option to impound Dockless Vehicles that are parked in violation of City standards and have not been corrected within the timeframe noted in Section 5 of the Council approved dockless vehicle agreement, or may immediately impound Dockless Vehicles that create a potentially hazardous condition or safety concern for the public, such as vehicles within the road or in another dangerous condition. Dockless Vehicles that are impounded will continue to count towards the total number of permitted Dockless Vehicles within Permittee's Fleet.

### **Education of Dockless Vehicle Riders**

Permittee will use all of its communication platforms to educate Users on proper Dockless Vehicle parking and will incentivize proper parking. Specific parking incentives will be established in coordination with the companies within the Parking Framework Plan.



Exhibit E  
User Behavior Penalties

Permittee will address user behavior that is identified within Section 13 (c) of the Permit Agreement as set out below. City will provide reports regarding user behavior.

I. Behavior involving children or underage persons

If Permittee determines that a User “tandem rides” with a child, or if an underage person rides a dockless vehicle, the following will apply:

a. First report of behavior

- i. Permittee will suspend the User’s access to the platform for a minimum of one (1) month.
- ii. Permittee has the option to take further action, or to set a longer suspension period, up to and including a permanent ban from the platform, as the Permittee determines to be applicable.

b. Second report of behavior

Permittee will permanently suspend the User’s access to the platform.

c. Permittee may address cumulative violations of the behavior identified in this section consistent with this User Behavior Penalties process.

I. Adult user behavior

If Permittee determines that a User has engaged in behavior identified in Sections 13(c)(i), (iii) involving adults only, (iv), or (v) of the Permit Agreement, the following will apply:

a. First report of behavior

Permittee will issue a warning to the User advising them of the problem behavior and the requirements for operation of a dockless vehicle within the City of San Antonio.

b. Second report of behavior

- i. Permittee will suspend the User’s access to the platform for a minimum of one (1) month.
- ii. Permittee has the option to allow the User to re-establish access following contact with the Permittee and acknowledgement of education regarding requirements for User operation.
- iii. Permittee also has the option to take further action, or to set a longer suspension period, up to and including a permanent ban from the platform as Permittee determines to be applicable.

c. Third report of behavior

i. Permittee will permanently suspend the User’s access to the platform.

d. Permittee may address cumulative violations of the sections set out above consistent with this User Behavior Penalties process.